



AGENDA

TAHLEQUAH CITY COUNCIL - SPECIAL MEETING

Date/Time of Meeting Tuesday, June 3, 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: 836 7011 2288

Passcode: 4560651

1. MEETING CONVENED

- a) Meeting Called to Order
- b) Roll Call
- c) Invocation by Josh Hale, Cornerstone Fellowship Church
- d) Flag Salute
- e) **Public Notice:** A Public Notice of meeting was provided on December 19, 2024, at 9:10 a.m. to the OK Secretary of State and an additional notice was provided on **May 22, 2025, at 2:40 p.m.** at 111 S. Cherokee Ave. Tahlequah, OK 74464.

2. PUBLIC INSTRUCTIONS

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

3. PUBLIC COMMENTS

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

4. ANNOUNCEMENTS AND PRESENTATIONS

- a) Recognition for Years of Service Employees:
Chase Reed, 10 years, Police Department
Kendall Hale, 20 years, Parks & Rec Department
- b) Mayor Suzanne Myers on storm response.

- c) Anthis-Brennan Expansion project update. Special Projects Director Ray Hammons
- d) Update on 2013 Bond projects. City Administrator Taylor Tannehill

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 May 5, 2025, and May 21, 2025, City Council meetings.
- b) Acknowledge receipt of the April 2025 General Fund Executive Summary.
- c) Acknowledge receipt of the April 2025 Investment Schedule.
- d) Acknowledge receipt of the April 2025 Check Register.
- e) Acknowledge receipt of the April 2025 Purchasing Card Statement.
- f) Acknowledge receipt of the April 2025 Open PO Report.
- g) Accept the 2025 Contribution from Cherokee Nation in the amount of \$3,500.00, placing the funds in the Fire Department's Restricted Donations account and amending the budget accordingly.
- h) Accept the payment from Cherokee Nation in the amount of \$7,500 and amend the budget accordingly, placing the funds in the restricted donations account to be used for the animal shelter/animal vaccination clinic.
- i) Acknowledge receipt of the Purple Wave Surplus Auction proceeds dated April 15, 2025, resulting in a deposit of \$26,535.00.
- j) Approve agreement with **Cherokee County** for Emergency Management Services for fiscal year 2025-2026.
- k) Approve the Memorandum of Understanding with **Cherokee County Detention Center** for inmate meals beginning July 1, 2025–June 30, 2026.
- l) Approve the renewal contract with **CivicPlus** for the Recreation Management software for the 2025-2026 fiscal year.
- m) Approve the **CODEPAL** Renewal Agreement for fiscal year 2025-2026.
- n) Approve the Subscription Agreement with **Davenport Group, Inc.** for two (2) new Network Servers in the amount of \$36,424.00 from budgeted account 210-50-8601.
- o) Approve the annual contract with **DBT Transportation Services** for aviation support and maintenance services for the 2025-2026 fiscal year.
- p) Approve the Inter-Local Agreement on the handling of juvenile cases with the **District Court** for the 2025-2026 fiscal year.
- q) Approve a Lease Agreement with **DOCServices, Inc.** for senior nutrition at the Senior Citizen's Building for the 2025-2026 fiscal year.
- r) Engage the services of the **Eide Bailly, CPA Firm**, to conduct the Financial Compilation for the FY 2024-2025 audit.
- s) Approve the Service Agreement with **KI BOIS Area Transit System (K.A.T.S.)** for public transportation in the Tahlequah area for the 2025-2026 fiscal year.

- t) Approve the contract for services with **Oklahoma Production Center (OPC)** for city-wide Recycling and Road Litter Pickup for the 2025-2026 fiscal year.
- u) Approve the 2025-2026 contract with **Mike Palmer** for greens maintenance at River Links and Anthis Brennan.
- v) Approve the 2025-2026 contract with **Richard Smith** for the opening/closing of cemetery graves at the cost of \$350.00 per grave.
- w) Engage the services of **St. Pierre, Kimble, & Associates, CPA, PC** to conduct the Financial Audit for the 2024-2025 fiscal year.
- x) Approve the School Resource Officer contract with **Tahlequah Public Schools** for the 2025-2026 fiscal year.
- y) Approve the 2025-2026 Disposal Agreement with **Waste Management of Oklahoma, Inc.**
- z) Approve the Mayor's reappointment of Bob Girdner to the **Board of Adjustment** for a 3-year term, expiring in 2028.
- aa) Approve the Mayor's reappointment of Robert Batson to the **Planning Commission** for a 3-year term, expiring in 2028.
- bb) Approve the Mayor's reappointment of Armondo Duke to the **Planning Commission** for a 3-year term, expiring in 2028.
- cc) Approve the Mayor's appointment of Anita Thompson to the **TRDA Board** for a 3-year term, ending in 2028.
- dd) Approve the Mayor's reappointment of Dower Combs to the **TRDA Board** for a 3-year term, ending in 2028.
- ee) Approve the Mayor's reappointment of Paula Mutzig to the **TRDA Board** for a 3-year term, expiring in 2026.
- ff) Hire Lakyn Adams, Christopher Hetherington, and Isabella Sierra as PT Laborers/Concessions (Pool) in the Parks and Recreation Department at \$10.07 per hour, effective May 5, 2025.
- gg) Hire Shawn Watson as a PT Animal Control Officer in the Compliance Department at \$12.00 per hour, effective May 20, 2025.
- hh) Hire Caleb Crittenden as a Dispatcher in the Police Department at \$16.00 per hour, effective June 2, 2025.
- ii) Hire Samuel Webster and Tony Stayathome as Drivers in the Solid Waste Department at \$40,500.00 Annually, effective June 2, 2025.
- jj) Transfer Margaret Carter, Lifeguard to PT Laborer/Concessions (Pool) in the Parks and Recreation Department at \$10.07 per hour, effective May 13, 2025.
- kk) Promote Logan Hackworth from Volunteer Firefighter to Firefighter in the Fire Department, salary per the Collective Bargaining Agreement, effective June 2, 2025.
- ll) Accept the resignations of Ryan Kirk and Jamen Sims, Lifeguards in the Parks and Recreation Department, effective May 14, 2025.
- mm) Accept the resignation of Alexandrya Corbett, Dispatcher in the Police Department, effective May 21, 2025.
- nn) Accept the resignation of Chance Parson, PT Laborer/Concessions in the Parks & Recreation Department, effective May 5, 2025.

6. REGULAR SESSION

- a) Discussion and possible action on items removed from the consent agenda.
- b) **Discussion:** Public Hearing on the proposed **2025-2026 City Budget**.
(A copy of the proposed budget is available on the City website)
- c) Motion to approve, approve with modifications, or deny **Resolution No. 06-02-2025A**, a resolution approving the City of Tahlequah, Oklahoma budget for the 2025-2026 fiscal year and establishing budget amendment authority. Finance Director Michele Collins/City Treasurer Marty Hainzinger
- d) Discussion and possible action to authorize or deny the Mayor entering into an agreement with James Murray, property owner at 334 N Muskogee Avenue, to construct a balcony on the City right-of-way. City Administrator Taylor Tannehill
- e) Discussion and possible action to approve, approve with modification, or deny **Resolution No. 06-03-2025A**, a resolution changing zoning from RS-2 (Single-Family Medium Density) to RM-2 (Multi-Family Medium Density) located at 628 Garden Road, Tahlequah, Oklahoma. A part of the land located in the SW/4 NW/4 SW/4 of Section 34, T17N, R22E, more particularly described as follows, beginning at a point 30'W & 564'S of NW/C of said 10 Acres; thence S96', thence W145', thence N96', thence E145' to POB, Cherokee County, Oklahoma. Planning & Development Director Paige Harjo
- f) Discussion and possible action to approve, approve with modification, or deny **Ordinance No. 1388-2025**, an Ordinance of the City of Tahlequah, amending the Tahlequah City Code, Part 14, Complete Streets, by repealing Chapter 14-801 through 14-804 and amending Chapter 14-801, creation of review body for the Complete Streets Policy, providing for codification, severability, repeater, and declaring an emergency. Planning & Development Director Paige Harjo.

Declare **Ordinance 1388-2025** as an Emergency Ordinance; it being immediately necessary for the preservation of public peace, health, safety, welfare, and morals and should take effect immediately after its publication as provided by law.
- g) Discussion and possible action to approve, approve with modifications, or deny **Ordinance No. 1389-2025**, an ordinance of the City of Tahlequah, Oklahoma, amending the Code of Ordinances of the City of Tahlequah, Part 7, Finance and Taxation; Chapter 7-1, Finance and Budget Administration; Section 7-114, Reserve Funds; Providing for Codification; Severability; Repealing, and Declaring an Emergency. City Administrator Taylor Tannehill.

Declare **Ordinance No. 1389-2025** an Emergency Ordinance; it being immediately necessary for the preservation of public peace, health, safety, welfare, and morals and should take effect immediately after its publication as provided by law.

7. EXECUTIVE SESSION

- a) Pursuant to §25.307(B)(2), discussion related to negotiations with Fraternal Order of Police Lodge No. 201, and if necessary, take appropriate action in open session.
- b) Pursuant to §25.307(B)(2), discussion related to negotiations with the International Association of FireFighters Local 4099, and if necessary, take appropriate action in open session.
- c) Pursuant to 25 § 307(B)(4), confidential communications pertaining to case #CJ-24-64, Cherokee County, and if appropriate, take necessary action in open session.

- d) Pursuant to 25 § 307(C)(11), discussion related to economic development to entice businesses to remain or locate within the City of Tahlequah, and if necessary, take appropriate action in open session.

8. RECONVENE INTO REGULAR SESSION

- a) Discussion and possible action related to negotiations with Fraternal Order of Police Lodge No. 201, as discussed in the Executive Session.
- b) Discussion and possible action related to negotiations with the International Association of FireFighters Local 4099, as discussed in the Executive Session.
- c) Discussion and possible action pertaining to case #CJ-24-64, Cherokee County, as discussed in the Executive Session.
- d) Discussion and possible action related to economic development to entice businesses to remain or locate within the City of Tahlequah, as discussed in the Executive Session.
- e) Adjourn.

NOTICE OF SPECIAL MEETING TAHLEQUAH CITY COUNCIL

SPECIAL MEETING

Date/Time of Meeting: Tuesday, June 3, 2025, at 5:30 p.m.
Place of Meeting: The meeting will be held at **111 Cherokee Ave. Tahlequah, OK 74464**

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Members of the public may attend the meeting in person or remotely by Zoom using the instructions for remote attendance, provided below. The remote attendance option is provided to the general public to encourage and facilitate an informed citizenry.

Join “Zoom” Meeting
Meeting ID: 836 7011 2288
Password: 4560651

Videoconference and/or teleconference access instructions for public attendance at the meeting: the Public and City Staff may remotely attend this meeting by joining the Zoom meeting via the web or the Zoom app (www.zoom.us) **Access Code: 836 7011 2288 Password: 4560651**. 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.

Filed in the office of the City Clerk at 2:40 p.m. on May 22, 2025.

MINUTES
TAHLEQUAH CITY COUNCIL
REGULAR MEETING – MAY 5, 2025 - 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 Kendall Collins

- c. Invocation: Aaron Doan, Generations Church
- d. Flag salute: Led by Mayor Suzanne Myers
- e. Public Notice: December 19, 2024 at 9:10 a.m. and April 28, 2025 at 8:56 a.m.

2. PUBLIC INSTRUCTIONS

Access Code: [861 2165 3728](#) Password: [4560651](#)

3. NO PUBLIC COMMENTS

4. ANNOUNCEMENTS AND PRESENTATIONS

- a) Dexter Scott, 10yrs & Elden Graves, 20yrs-TPD, Vicki Johnson, 25yrs-Street Dept.
- b) Anthis-Brennan update-Special Projects Director Ray Hammons

5. CONSENT AGENDA

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

- a) Approve the minutes from the April 7, 11, and 18, 2025, City Council meetings.
- b) Acknowledge receipt of the March 2025 General Fund Executive Summary.
- c) Acknowledge receipt of the March 2025 Purchasing Card Statement.
- d) Acknowledge receipt of the March 2025 Investment Schedule.
- e) Acknowledge receipt of the March 2025 Check Register.
- f) Accept the FY 2025-2026 TACC Tourism Budget.
- g) Acknowledge receipt of the April 2025 TACC report.
- h) Acknowledge receipt of the April 2025 Tourism report.

- i) Acknowledge receipt of the April 2025 TRDA report.
- j) Approve the Mayor's re-appointment of Mark Hodson to the Municipal Airport Board for an additional 5-year term.
- k) Approve the Mayor's re-appointment of Darren Tobey to the Historic Preservation Board for an additional 5-year term.
- l) Approve the Mayor's re-appointment of Connie Davis to the Tahlequah Hospital Authority Board for an additional 5-year term.
- m) Approve the Mayor's appointment of Mandy King to the Abatement Board's at-large seat for a 5-year term.
- n) Approve the Mayor's appointment of Jeff Thorne to the Abatement Board to fill a vacated term ending May 2030.
- o) Accept payment from Cherokee Nation in the amount of \$7,500 and amend the budget accordingly, placing funds in the restricted donations account to be used for the animal shelter/animal vaccination clinic.
- p) **Removed to Regular Session by Councilman Keith Baker.**
- q) Approve Amendment No. 2 from Hudson Prince in the amount of \$138,016.13 for an additional 24 weeks of continued inspection services on the South Muskogee project.
- r) Hire Yovani Guerta as a Collector in the Solid Waste Department at \$35, 500 annually, effective April 21, 2025.
- s) Hire Dynashia Bailey, Eyzel Baltazar, and Mya Soap-Henson as PT Laborers/Concessions (Pool) in the Parks & Rec Department at \$10.07 per hour, effective May 5, 2025.
- t) Hire Trent Havens, Tripp Rozell, Brooke Norton, Miracle Munoz, Beckett Robinson, and Grier Robinson as Lifeguards in the Parks & Rec Department at \$12.00 per hour, effective May 5, 2025.
- u) Promote Elder Baltazar from Lifeguard to Head Lifeguard in the Parks & Rec Department at \$13.00 per hour, effective May 5, 2025.
- v) Accept the resignation of Jacob Bingham, Dispatcher in the Police Department, effective April 4, 2025.
- w) Accept the resignation of Jarvis Stroman, Driver in the Solid Waste Department, effective April 15, 2025.
- x) Terminate Tyronne McCree, Driver in the Solid Waste Department, effective May 5, 2025.

Vote: *Ayes: Allen, Perry, Baker, Highers*

Nays: None

Motion carried

6. REGULAR SESSION

- 6a) Councilor Baker made a motion to approve and Councilor Highers seconded to approve **Consent item (p):** Accept payment from Walmart Community Grant in the amount of \$3,000.00 and adjust the budget accordingly.

Vote: *Ayes: Baker, Highers, Allen, Perry*

Nays: none

Motion carried

- 6b) Councilor Highers made a motion and Councilor Perry seconded to approve the Mayor's appointment of Councilman Keith Baker to the Eastern Oklahoma Development District (EODD) Board of Directors.

Vote: *Ayes: Highers, Perry, Allen, Baker*

Nays: none

Motion carried

6c) Councilor Highers made a motion and Councilor Baker seconded to approve the longevity pay of the Assistant Chief of Police within the Police Department, as discussed in Open Session.

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

6d) Councilor Allen made a motion and Councilor Highers seconded to approve Resolution No. 05-05-2025A, a resolution setting the salary, payments, and/or compensation for the Judge of the City of Tahlequah.

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

6e) Councilor Allen made a motion and Councilor Baker seconded to approve Resolution No. 05-05-2025B, a resolution establishing a Complete Streets Resolution, requiring the City of Tahlequah to implement guidelines from this policy to allow safe and convenient travel along and across streets for all users.

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

6f) Council Allen made a motion and Councilor Baker seconded to approve Resolution No. 05-05-2025C, a "Vision Zero" resolution enforcing strategies to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all.

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

6g) Councilor Allen made a motion and Councilor Perry seconded to approve Ordinance No. 1386-2025, and ordinance of the City of Tahlequah, repealing Ordinance No. 1385-2025.

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

Councilor Allen made a motion and Councilor Perry seconded to declare Ordinance No. 1386-2025 an emergency.

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

6h) Councilor Allen made a motion and Councilor Highers seconded to approve Ordinance No. 1387-2025, an ordinance detaching certain real property from the corporate limits of the City of Tahlequah.

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

Councilor Allen made a motion and Councilor Perry seconded to declare Ordinance No. 1387-2025 an emergency.

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

6i) First Reading: Ordinance No. 1388-2025. No action or emergency vote taken.

6j) First Reading: Ordinance No. 1389-2025. No action or emergency vote taken.

7) EXECUTIVE SESSION

Councilor Allen made a motion and Councilor Perry seconded to Exit Regular Session and enter Executive Session at 6:20 pm.

Vote: Ayes: Allen, Perry, Baker, Highers

Nays: None

Motion carried

8) RETURN FROM EXECUTIVE SESSION at 7:08 p.m.

a) No action required on negotiations with Fraternal Order of Police Lodge No. 201, as discussed in the Executive Session.

b) No action required on negotiations with the International FireFighters Local 4099, as discussed in the Executive Session.

c) Councilor Allen made a motion and Councilor Perry seconded to amend the City Administrator's contract as discussed in the Executive Session.

Vote: Ayes: Allen, Perry, Highers, Baker

Nays: None

Motion carried

d) No action required related to Case #CJ-24-64, as discussed in the Executive Session.

e) No action required related to the purchase or appraisal of real property located near the Tahlequah City Airport, as discussed in the Executive Session.

e) Meeting adjourned at 7:10 p.m.

MINUTES
TAHLEQUAH CITY COUNCIL - SPECIAL MEETING
WEDNESDAY, May 21, 2025 – 5:00 P.M.
CITY HALL COUNCIL CHAMBERS – 111 S. CHEROKEE AVE.

1. MEETING CONVENED

- a) Meeting **called to order** by Mayor Myers at 5:02 pm.
 b) City Clerk Whitney Shaw called the **Roll call 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 Administrator Taylor Tannehill, City Treasurer Marty Hainzinger, City Clerk Whitney Shaw, IT Support Kendall Collins

Absent: City Attorney JT Hammons

- c) **Public Notice** of meeting provided May 19, 2025, at 12:05 p.m. at 111 S. Cherokee Ave. Tahlequah, OK.

3. SPECIAL SESSION

- a) Councilor Allen made a motion and Councilor Perry seconded to reject all bids for Bid# 2025-3, Anthis Concession Facility.

Vote: Yeas: Allen, Perry, Baker, Highers

Nays: none

MOTION CARRIED

- b) No action taken on presentation and discussion of the City of Tahlequah 2025-2026 budget.

- c) Meeting adjourned at 5:16 pm.

Cash Flow Overview	
Beginning Cash Balance	\$ 577,374
Total Revenue for the Month	\$ 1,074,209
Total Expenditure for the Month	\$ 878,967
Ending Cash Balance	\$ 772,616

Year to Date Performance	
Total Revenues	\$ 12,091,825
Total Expenditures	\$ 11,028,036
Net Surplus/Deficit	\$ 1,063,789

Revenue Summary							
	Sales Tax	Use Tax	TPWA Light & Water	Fines & Forfeitures	Licenses & Permits	Miscellaneous	Charges for Services
Budgeted Revenue	\$ 6,140,385	\$ 645,833	\$ 1,166,667	\$ 254,375	\$ 159,167	\$ 425,417	\$ 221,083
Actual Revenue	\$ 7,075,540	\$ 895,917	\$ 1,248,939	\$ 465,821	\$ 183,490	\$ 315,976	\$ 309,897
Total Variance	\$ 935,155	\$ 250,084	\$ 65,487	\$ 189,347	\$ 24,323	\$ 83,771	\$ 88,814
Percentage Variance	15.23%	38.72%	7.05%	6.24%	15.28%	-25.73%	40.17%
Notes	We are cautiously watching sales tax as we have seen a downward trend	Cautiously watching use tax also, it has kept up but we expect a downward trend here too	Temperate weather recently has shown decline in utilities	Increased police patrols and Fresh Start program	Showing a slight slow down - related to weather and seasonal licenses	Revenues in this category can vary widely and seasonally and we are seeing a decrease in interest rates	Golf course improvements and increased membership

Expenditure Summary					
	Personnel Costs	Public Safety	Parks & Recreation	Government & Admin	Capital Improvement
Budgeted Expenditures	\$ 6,971,456	\$ 666,921	\$ 411,250	\$ 3,907,607	\$ 954,131
Actual Expenditures	\$ 6,863,217	\$ 625,023	\$ 354,709	\$ 2,607,470	\$ 783,751
Total Variance	\$ 108,239	\$ 41,898	\$ 56,541	\$ 1,300,137	\$ 170,380
Percentage Variance	-1.55%	-6.28%	-13.75%	-33.27%	-17.86%
Notes	We are closer to being fully staffed with seasonal employees	On target with anticipated expenses	Many expenses are seasonal, so on target with anticipated expenses	On target with anticipated expenses	Tracking with anticipated expenses

The City of Tahlequah remains in strong financial health as of April 2025. Revenues are above projections and expenses are in line with projections. We have seen a small dip in tax revenues and will be closely monitoring to make sure it isn't becoming a trend.

City of Tahlequah Working Fund Investments as of April 30, 2025

BANK	AMOUNT	PERCENTAGE	
<i>Bank Accounts</i>			
Reserve Operating	\$2,987,016.19	4.25%	
Armstrong			
Streets & Sidewalks	\$5,392,877.29	4.25%	
Armstrong			
General Fund Sweep	\$5,000,758.80	4.27%	
Bank First			
Anthis-Brennan	\$5,733,807.29	4.69%	
Local Bank			
BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
<i>Edward Jones</i>			
CASH			
Bank Amer Na Charlotte	\$124,000.00	4.80%	3/16/2026
NC			
Bmo Harris Bk Natl Assn	\$244,000.00	4.45%	5/24/2028
BMW Bk North Amer Salt	\$245,000.00	3.45%	9/9/2025
Lake			
Cibc Bk USA Chicago IL	\$244,000.00	4.25%	2/24/2026
Citizens Bk & Tr Co of	\$244,000.00	4.60%	9/21//2029
Ardmore			
Discover Bk Greenwood	\$244,000.00	4.80%	8/24/2026
Del			
First Fed Svgs & Ln Assn	\$245,000.00	3.95%	11/05/2027
Cent			
Goldman Sachs Bk USA	\$200,000.00	4.10%	1/24/2028
New York			
Merchants Coml Bk St	\$128,000.00	4.60%	5/22/2028
Thomas VI			
Mizrahi Tefahot Bk Ltd	\$200,000.00	4.50%	3/7/2030
Los			
Morgan Stanley Bk N A	\$245,000.00	3.60%	9/15/2026
Salt			
Pacific Premier Bk Irvine	\$124,000.00	5.00%	9/15/2025
Reliabank Dakota	\$200,000.00	5.20%	1/10/2025
Estelline SD			
State Bk India Chicago III	\$245,000.00	3.65%	9/20/2027
Synchrony Bk Retail Ctf	\$243,000.00	5.25%	9/22/2025
Dep			
Toyota FINL Svgs Bk Hend	\$150,000.00	4.60%	5/24/2029
NV			
UBS Bank USA Salt Lake	\$249,000.00	4.10%	03/13/2028
City UT			
Univest Natl Bk Tr	\$249,000.00	4.50%	5/17/2027
Souderton			
Wells Fargo Bk N A Sioux	\$238,000.00	5.05%	11/15/2027
Falls			
TOTAL	\$3,861,000.00		

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/25	04/23/2025	60546	15920	TPWA Utilities	110202000	17,451.27- V
04/25	04/03/2025	60556	389	Accurate Environmental LLC	110202000	290.00
04/25	04/03/2025	60557	15940	Axon Enterprise Inc.	110202000	55,301.68
04/25	04/03/2025	60558	2235	Bow Wow Pet Waste Products	110202000	629.90
04/25	04/03/2025	60559	158587	Cheryl Ann Leeds	110202000	76.80
04/25	04/03/2025	60560	3380	Cintas Corp #2	110202000	1,852.12
04/25	04/03/2025	60561	157988	Consolidated Communications	110202000	1,170.20
04/25	04/03/2025	60562	3930	County Records, Inc	110202000	49.50
04/25	04/03/2025	60563	6080	Fuelman of Oklahoma	110202000	8,809.59
04/25	04/03/2025	60564	158079	Glidewell Distributing Co, Inc.	110202000	4,147.95
04/25	04/03/2025	60565	158567	HELLAS CONSTRUCTION, INC.	110202000	1,574,926.53
04/25	04/03/2025	60566	8040	J & R Equipment, LLC	110202000	156.29
04/25	04/03/2025	60567	158273	Johnny Freeze Cream Ice, LLC	110202000	1,050.00
04/25	04/03/2025	60568	158065	Kirk Lawn Care, LLC	110202000	6,590.00
04/25	04/03/2025	60569	157846	Lake Region Electric-Telecom	110202000	286.82
04/25	04/03/2025	60570	9770	Love Bottling Company	110202000	5,355.60
04/25	04/03/2025	60571	158383	Macquarie Equipment Capital Inc.	110202000	374.00
04/25	04/03/2025	60572	158631	Matt Cloud	110202000	1,250.00
04/25	04/03/2025	60573	10580	Mike Palmer	110202000	1,695.20
04/25	04/03/2025	60574	158614	Network Enhancement Systems, Inc	110202000	475.51
04/25	04/03/2025	60575	157829	NOPFA Gas/Utilities	110202000	10,677.65
04/25	04/03/2025	60576	12390	OTA	110202000	42.96
04/25	04/03/2025	60577	1350	Penske Commercial Vehicles US LLC	110202000	21,235.64
04/25	04/03/2025	60578	158160	Rachel Dallis	110202000	1,750.00
04/25	04/03/2025	60579	158659	Toast Inc	110202000	2,678.44
04/25	04/03/2025	60580	16985	UniFirst Holdings Inc	110202000	523.75
04/25	04/03/2025	60581	17480	Warren CAT	110202000	2,035.80
04/25	04/03/2025	60582	17510	Waste Management	110202000	23,807.22
04/25	04/03/2025	60583	17750	Wight Office Machines	110202000	59.00
04/25	04/09/2025	60584	1020	American Lock Shop	110202000	4,674.68
04/25	04/09/2025	60585	2415	Bull Tuff Mud Company Ready Mix	110202000	9,818.75
04/25	04/09/2025	60586	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	188,477.90
04/25	04/09/2025	60587	3520	CLEET	110202000	8,779.69
04/25	04/09/2025	60588	158663	Darrell Seely	110202000	34.00
04/25	04/09/2025	60589	158596	Elijah Spray VT	110202000	200.00
04/25	04/09/2025	60590	158178	Enterprise Fleet Management, Inc.	110202000	36,522.03
04/25	04/09/2025	60591	5650	Farmers Cooperative	110202000	86.28
04/25	04/09/2025	60592	158459	Hammons, Hamby, and Price PLLC	110202000	4,291.67
04/25	04/09/2025	60593	158666	Juana Santana	110202000	440.00
04/25	04/09/2025	60594	158665	Kandis Correa	110202000	245.00
04/25	04/09/2025	60595	9080	Kemp Stone Co, Inc	110202000	5,338.06
04/25	04/09/2025	60596	158667	Luis Marquez	110202000	540.00
04/25	04/09/2025	60597	12275	Ok Uniform Building Code Com	110202000	104.00
04/25	04/09/2025	60598	158370	Oklahoma Precast Products	110202000	3,220.00
04/25	04/09/2025	60599	157851	One Source Water, LLC	110202000	235.68
04/25	04/09/2025	60600	158662	Policy Confluence Inc	110202000	9,000.00
04/25	04/09/2025	60601	158530	Rhonda Norris RVT	110202000	470.00
04/25	04/09/2025	60602	158664	Scott Wright	110202000	18.00
04/25	04/09/2025	60603	158639	Sunny Golloway	110202000	1,250.00
04/25	04/09/2025	60604	15908	Tahlequah Public Facilities Auth	110202000	282,716.85
04/25	04/09/2025	60605	158472	Tim M Synar	110202000	1,400.00
04/25	04/18/2025	60615	158606	A+ Pest Guard LLC	110202000	130.00
04/25	04/18/2025	60616	158671	Alejandro Alvarez	110202000	440.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/25	04/18/2025	60617	158603	Amber Payton	110202000	20.00
04/25	04/18/2025	60618	158045	Ascentis Corporation (Prior- Novatime)	110202000	767.60
04/25	04/18/2025	60619	158503	Associated Supply Co Inc	110202000	1,650.00
04/25	04/18/2025	60620	225	AT&T (Landline Bills)	110202000	319.14
04/25	04/18/2025	60621	157971	AT&T Mobility II LLC	110202000	1,837.57
04/25	04/18/2025	60622	158511	Brian Lambert	110202000	107.10
04/25	04/18/2025	60623	2436	Burton Pools and Spas, LLC	110202000	4,416.78
04/25	04/18/2025	60624	2794	Chamber of Commerce	110202000	40,333.34
04/25	04/18/2025	60625	2795	Chamber of Commerce	110202000	625.00
04/25	04/18/2025	60626	3020	Cherokee County Clerk	110202000	100.00
04/25	04/18/2025	60627	158670	Corey Gandy	110202000	245.00
04/25	04/18/2025	60628	158573	Crowe & Dunlevy	110202000	15,635.00
04/25	04/18/2025	60629	4530	Davis Oil Co, Inc	110202000	2,593.25
04/25	04/21/2025	60630	157912	Erica M'Lynn Pape	110202000	.00 V
04/25	04/18/2025	60631	158489	Freese and Nichols, Inc.	110202000	20,431.51
04/25	04/18/2025	60632	6080	Fuelman of Oklahoma	110202000	8,052.91
04/25	04/18/2025	60633	157844	Green Country Abstract & Title Co LLC	110202000	5,000.00
04/25	04/18/2025	60634	6840	Guy Engineering Services, Inc.	110202000	3,652.85
04/25	04/18/2025	60635	158668	Jacsiri Mojica	110202000	440.00
04/25	04/18/2025	60636	158669	Kane Teague	110202000	409.91
04/25	04/18/2025	60637	9400	Lake Region Electric	110202000	1,940.98
04/25	04/18/2025	60638	10580	Mike Palmer	110202000	1,695.20
04/25	04/18/2025	60639	10970	N E O Fab	110202000	16,200.00
04/25	04/18/2025	60640	11300	Northeast OK Public Facilities	110202000	23.46
04/25	04/18/2025	60641	12000	Ok Production Ctr, Inc	110202000	4,678.66
04/25	04/18/2025	60642	158604	Rebecca Reaume	110202000	229.93
04/25	04/18/2025	60643	158530	Rhonda Norris RVT	110202000	350.00
04/25	04/18/2025	60644	14770	Sherwin-Williams Co	110202000	482.70
04/25	04/18/2025	60645	15210	Springwater Fence LLC	110202000	6,670.00
04/25	04/18/2025	60646	158649	Stephanie Delano	110202000	200.00
04/25	04/18/2025	60647	158179	THA Hospitality, LLC	110202000	6,429.60
04/25	04/18/2025	60648	16478	Tommy Nix Auto Group, LLC	110202000	1,757.70
04/25	04/18/2025	60649	158022	VIP Voice Services LLC	110202000	2,984.00
04/25	04/24/2025	60650	470	Adams Heat & Air, LLC	110202000	9,996.00
04/25	04/24/2025	60651	158676	Adell Barnes	110202000	320.00
04/25	04/24/2025	60652	500	Adrian Farm Supply LLC	110202000	176.68
04/25	04/24/2025	60653	246	AT&T Mobility II LLC (FIRE)	110202000	747.84
04/25	04/24/2025	60654	240	AT&T Mobility II LLC (POLICE)	110202000	1,312.41
04/25	04/24/2025	60655	158635	Building & Earth Sciences Inc	110202000	2,973.00
04/25	04/24/2025	60656	2415	Bull Tuff Mud Company Ready Mix	110202000	1,460.00
04/25	04/24/2025	60657	3125	Cherokee County Republican Women	110202000	320.00
04/25	04/24/2025	60658	3380	Cintas Corp #2	110202000	1,730.78
04/25	04/24/2025	60659	158433	Core & Main LP.	110202000	2,278.02
04/25	04/24/2025	60660	158677	David Powell	110202000	245.00
04/25	04/24/2025	60661	158237	Dickson Equipment Co. Inc.	110202000	4,217.88
04/25	04/24/2025	60662	158609	Fleet Fuels LLC	110202000	2,907.60
04/25	04/24/2025	60663	6080	Fuelman of Oklahoma	110202000	4,289.77
04/25	04/24/2025	60664	158079	Glidewell Distributing Co, Inc.	110202000	3,403.20
04/25	04/24/2025	60665	6740	Greg's Port-A-Potties	110202000	375.00
04/25	04/24/2025	60666	6825	GT Distributors - Austin	110202000	1,199.60
04/25	04/24/2025	60667	7650	Hutchens Construction Co. (Emery Sapp&So	110202000	2,915.00
04/25	04/24/2025	60668	158273	Johnny Freeze Cream Ice, LLC	110202000	1,250.00
04/25	04/24/2025	60669	9050	Kelly Engineering & Assoc, Inc	110202000	9,575.00
04/25	04/24/2025	60670	157846	Lake Region Electric-Telecom	110202000	137.88
04/25	04/24/2025	60671	9770	Love Bottling Company	110202000	2,868.60
04/25	04/24/2025	60672	158370	Oklahoma Precast Products	110202000	5,013.00
04/25	04/24/2025	60673	12380	Osman Equipment	110202000	2,026.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/25	04/24/2025	60674	1350	Penske Commercial Vehicles US LLC	110202000	592.79
04/25	04/24/2025	60675	158674	Robin Minot	110202000	440.00
04/25	04/24/2025	60676	158574	Rush Truck Center, Tulsa	110202000	8,505.54
04/25	04/24/2025	60677	14230	Sadler Paper Supply	110202000	791.99
04/25	04/24/2025	60678	158675	Tahlequah Best	110202000	110.00
04/25	04/24/2025	60679	158109	Take Ten Tire	110202000	2,644.00
04/25	04/24/2025	60680	158673	Texas AWOS Services LLC	110202000	900.00
04/25	04/24/2025	60681	16370	TK Elevator	110202000	3,294.84
04/25	04/24/2025	60682	158659	Toast Inc	110202000	448.95
04/25	04/24/2025	60683	15920	TPWA Utilities	110202000	26,781.17
04/25	04/24/2025	60684	17480	Warren CAT	110202000	4,071.60
04/25	04/24/2025	60685	17510	Waste Management	110202000	32,263.75
04/25	04/24/2025	60686	17720	Wheeler Metals, Inc	110202000	3,172.50
04/25	04/15/2025	20250331	158647	Kimley-Horn and Associates Inc	110202000	40,000.00 M
04/25	04/02/2025	20250402	158577	WEX Bank	110202000	4,625.63 M
04/25	04/15/2025	20250411	158577	WEX Bank	110202000	6,437.19 M
04/25	04/24/2025	20250415	158659	Toast Inc	110202000	606.16 M
04/25	04/18/2025	20250416	158486	ASAP Energy Inc.	110202000	20,767.00 M
04/25	04/24/2025	20250423	158577	WEX Bank	110202000	5,318.69 M
04/25	04/30/2025	20250425	1650	BancFirst	110202000	40,524.07
Grand Totals:						2,682,592.79



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



ACCOUNT NUMBER [REDACTED]
STATEMENT DATE 04-25-2025
AMOUNT DUE \$40,524.07
NEW BALANCE \$40,524.07
PAYMENT DUE ON RECEIPT



000165949 02 SP 106481318784480 S
CITY OF TAHLEQUAH
ATTN MARTY HAINZINGER
111 S CHEROKEE AVE
TAHLEQUAH OK 74464-3801

AMOUNT ENCLOSED
\$ 40,524.07

Please make check payable to
CORPORATE PAYMENT SYSTEMS

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

PAID
20250425
APR 30 2025

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY								
CITY OF TAHLEQUAH	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges +	- Credits	- Payments	New = Balance
[REDACTED]								
Company Total	\$41,204.75	\$40,760.68	\$0.00	\$0.00	\$0.00	\$236.61	\$41,204.75	\$40,524.07

CORPORATE ACCOUNT ACTIVITY				
CITY OF TAHLEQUAH		TOTAL CORPORATE ACTIVITY		
		\$41,204.75 CR		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-01	04-01	74715115091509100001277	PAYMENT-THANK YOU Q	41,204.75 PY

NEW ACTIVITY				
LARRY M. UNDERWOOD		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$441.20	\$0.00
		TOTAL ACTIVITY		
		\$441.20		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-10	04-09	24421145099900010200035	NORTHEASTERN GLASS TAHLEQUAH OK	315.00
04-10	04-09	24445005099300610439125	FSP*CHRIS'S QUICK LUBE TAHLEQUAH OK	126.20

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	[REDACTED]		PREVIOUS BALANCE	41,204.75
800-344-5696	STATEMENT DATE	DISPUTED AMOUNT	PURCHASES & OTHER CHARGES	40,760.68
			CASH ADVANCES	.00
SEND BILLING INQUIRIES TO: CORPORATE PAYMENT SYSTEMS P.O. Box 6335 Fargo, ND 58125-6335	04/25/25	.00	CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	236.61
			PAYMENTS	41,204.75
			ACCOUNT BALANCE	40,524.07



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2025

NEW ACTIVITY**RICKY HICKS****CREDITS**
\$0.00**PURCHASES**
\$101.16**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$101.16

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-28	03-27	24270745086900016600018	PACELINE CYCLERY TAHLEQUAH OK	24.98
04-14	04-11	24445005102400192982115	WM SUPERCENTER #10 TAHLEQUAH OK	46.24
04-15	04-14	24692165104106671141491	LOWES #01818* TAHLEQUAH OK	19.94
04-24	04-23	24801975113315733301758	H & H AUTO TAHLEQUAH OK	10.00

DEXTER K SCOTT**CREDITS**
\$0.00**PURCHASES**
\$2,554.59**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$2,554.59

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-24	24018515084805252042930	LOGOTAGS 914-6647500 NY	1,000.00
03-26	03-24	24018515084805252042948	LOGOTAGS 914-6647500 NY	15.00
03-27	03-26	24431055086124450330970	O'REILLY 187 TAHLEQUAH OK	39.00
04-02	04-01	24801975091292200300413	H & H AUTO TAHLEQUAH OK	35.00
04-02	04-01	24801975091292200300421	H & H AUTO TAHLEQUAH OK	35.00
04-02	04-01	24801975091292200300439	H & H AUTO TAHLEQUAH OK	35.00
04-02	04-01	24801975091292200300447	H & H AUTO TAHLEQUAH OK	35.00
04-02	04-01	24801975091292200300454	H & H AUTO TAHLEQUAH OK	90.00
04-10	04-09	24431055100130925172550	O'REILLY 187 TAHLEQUAH OK	39.00
04-11	04-10	24431055101131411202587	O'REILLY 187 TAHLEQUAH OK	20.87
04-21	04-18	24193045108000016900014	AMERICAN LAW ENFORCEMENT 870-4244391 AR	1,120.00
04-21	04-18	24431055109135106351197	O'REILLY 187 TAHLEQUAH OK	60.78
04-21	04-18	24455015108141000024258	WAL-MART #0010 TAHLEQUAH OK	29.94

DARRY D DECKARD**CREDITS**
\$0.00**PURCHASES**
\$2,577.07**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$2,577.07

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24692165085109609367199	LOWES #01818* TAHLEQUAH OK	11.36
03-31	03-28	24137465087300829133744	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	31.10
04-07	04-04	24057815094000012181442	BUY DOOR HARDWARE NOW 816-2951878 MO	137.78
04-08	04-07	24000975097503001556018	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	189.36
04-08	04-07	24000975097504101204806	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	199.12
04-22	04-21	24000975111585001806610	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	1,080.00
04-22	04-21	24639235111900018262566	ADMIRAL EXPRESS, LLC 505-3414900 OK	189.95
04-22	04-21	24639235111900018262574	ADMIRAL EXPRESS, LLC 505-3414900 OK	209.95
04-22	04-21	24915075111313638522655	SADLER PAPER CO MUSKOGEE OK	192.81
04-24	04-23	24000975113596700817905	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	24.78
04-24	04-23	24915075113315756556579	SADLER PAPER CO MUSKOGEE OK	301.68
04-25	04-24	24000975114601501027289	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	9.18

BRAD HALE**CREDITS**
\$0.00**PURCHASES**
\$11.96**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$11.96

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24692165085109609366993	LOWES #01818* TAHLEQUAH OK	11.96



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2025

NEW ACTIVITY**CITY OF D TAHLEQUAH****CREDITS**
\$47.84**PURCHASES**
\$1,167.60**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,119.76

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	74692165084108731198635	LOWES #01818* TAHLEQUAH OK	47.84 CR
03-26	03-25	24431065085174645556039	OK STATE DEPT OF HEALTH OKLAHOMA CITY OK	425.00
03-26	03-25	24431065085174645556682	OK STATE DEPT OF HEALTH OKLAHOMA CITY OK	425.00
03-26	03-25	24445005085400173524812	WM SUPERCENTER #10 TAHLEQUAH OK	37.26
03-26	03-25	24733095084049782384135	OK.GOV EGOV.COM OK	11.61
03-26	03-25	24733095084049782386908	OK.GOV EGOV.COM OK	13.65
03-27	03-26	24692165085109705764745	LOWES #01818* TAHLEQUAH OK	65.08
04-09	04-08	24431065098183276211579	MINDEDGE, INC 781-250-1805 MA	190.00

TIFFANY D SIEN**CREDITS**
\$0.00**PURCHASES**
\$1,751.90**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,751.90

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-31	03-28	24692165087101460136258	LOWES #01818* TAHLEQUAH OK	115.16
04-01	03-31	24226385090008300000020	WAL-MART #0010 TAHLEQUAH OK	47.22
04-02	04-01	24226385092008341519945	WAL-MART #0010 TAHLEQUAH OK	85.94
04-02	04-01	24445005091300656783251	FSP*HEARTH AND POOL TAHLEQUAH OK	178.00
04-02	04-01	24445005091300656783335	FSP*HEARTH AND POOL TAHLEQUAH OK	181.44
04-04	04-03	24692165093106875124049	AMAZON MKTPL*XT8BY9063 AMZN.COM/BILL WA	31.99
04-09	04-08	24692165098101362175237	LOWES #01818* TAHLEQUAH OK	17.42
04-18	04-17	24445005107300643979196	FSP*HEARTH AND POOL TAHLEQUAH OK	89.00
04-18	04-17	24445005107300643979279	FSP*HEARTH AND POOL TAHLEQUAH OK	356.00
04-18	04-17	24692165107109457698590	LOWES #01818* TAHLEQUAH OK	12.32
04-21	04-18	24055225108310576315601	WITTEK GOLF SUPPLY 847-943-2399 IL	360.18
04-22	04-21	24692165111102859423224	LOWES #01818* TAHLEQUAH OK	18.24
04-24	04-23	24692165113104225769619	AMAZON MKTPL*KO38K7LZ3 AMZN.COM/BILL WA	258.99

RAY C HAMMONS**CREDITS**
\$0.00**PURCHASES**
\$250.00**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$250.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-24	04-22	24247605113500817492079	SUPER SPRAY CAR WASH II TAHLEQUAH OK	250.00

ROCKIE S NEUGIN**CREDITS**
\$0.00**PURCHASES**
\$81.69**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$81.69

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-10	04-09	24000975099515002002691	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	64.24
04-23	04-21	24733095112054633817776	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	17.45

JUSTIN HACKWORTH**CREDITS**
\$0.00**PURCHASES**
\$13.98**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$13.98



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-14	04-11	24692165101103942159850	LOWES #01818* TAHLEQUAH OK	13.98

JOHN N KING	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,526.74	\$0.00	\$1,526.74

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-25	24198805085512604124046	PAYPAL *O.D.O.A. 4029357733 CA	175.00
03-27	03-25	24198805085512607655392	PAYPAL *O.D.O.A. 4029357733 CA	175.00
03-27	03-25	24198805085512607753247	PAYPAL *O.D.O.A. 4029357733 CA	175.00
04-18	04-17	24492515107900013628883	SAND TECH SCREENING TAHLEQUAH OK	412.00
04-21	04-17	24108385108016261005451	PEDS CCAN REGISTRATN WEB JESSICA-BENTO OK	345.00
04-23	04-22	24011345112100114343816	AMAZON RETA* IU04P8ZQ3 WWW.AMAZON.CO WA	145.65
04-24	04-23	24431055114137336186339	O'REILLY 187 TAHLEQUAH OK	99.09

ERIC LAMONS	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$4,094.10	\$0.00	\$4,094.10

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24207855085030200540485	DICKSON EQUIPMENT COMPANY 214-7416337 TX	1,752.80
03-28	03-27	24692165086100626139561	SQ *TRINITY DETAIL GARAGE TAHLEQUAH OK	1,047.00
04-02	04-01	24801975091292330011914	FLEETPRIDE437 918-682-8281 OK	1,255.96
04-18	04-17	24431055108134621243238	O'REILLY 187 TAHLEQUAH OK	38.34

AARON D GARRETT	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$35.09	\$0.00	\$35.09

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-16	04-15	24793385105004794229023	ADOBE INC 800-8336687 CA	19.99
04-25	04-24	24326885115031371779578	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	15.10

RICHARD S COFFRON	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$2,174.12	\$0.00	\$2,174.12

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-31	03-30	24692165089103039268107	AMAZON MKTPL*ZM47S8LC3 AMZN.COM/BILL WA	21.14
04-01	03-31	24492165091100002553331	NON-PROFIT* REGT8G6Y03 GREATNONPROFI OK	175.00
04-09	04-07	24733095098052172730150	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	119.98
04-14	04-13	24011345103100069918951	UPCODES UP.CODES TX	1,416.00
04-14	04-11	24801975101303082711136	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	400.00
04-18	04-17	24692165107109082987509	INT'L CODE COUNCIL INC 888-422-7233 IL	42.00



Company Name: CITY OF TAHLEQUAH
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NEW ACTIVITY**BRIAN F SPEAKE****CREDITS**
\$0.00**PURCHASES**
\$1,219.47**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,219.47 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24692165085109609367181	LOWES #01818* TAHLEQUAH OK	29.42
03-28	03-27	24692165086100593206385	LOWES #01818* TAHLEQUAH OK	636.74
03-31	03-28	24692165087101326428741	LOWES #01818* TAHLEQUAH OK	49.96
03-31	03-29	24692165088102417127688	LOWES #01818* TAHLEQUAH OK	45.96
04-10	04-09	24692165099102311532139	LOWES #01818* TAHLEQUAH OK	67.98
04-11	04-10	24793385100003247728099	SHERWIN-WILLIAMS707450 TAHLEQUAH OK	87.30
04-14	04-11	24431055102131906277721	O'REILLY 187 TAHLEQUAH OK	34.98
04-16	04-15	24000975105549502100269	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	139.80
04-23	04-22	24692165112103735033335	LOWES #01818* TAHLEQUAH OK	90.92
04-23	04-22	24692165112103735033533	LOWES #01818* TAHLEQUAH OK	36.41

RICK DYE**CREDITS**
\$0.00**PURCHASES**
\$2,821.85**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$2,821.85 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24431065085174541009315	PTG OF TULSA 918-445-5300 OK	717.60
03-28	03-27	24207855086032400554646	DICKSON EQUIPMENT COMPANY 214-7416337 TX	126.31
04-08	04-07	24445005097300600538474	FSP*CHRIS'S QUICK LUBE TAHLEQUAH OK	170.30
04-09	04-08	24431055099130449146398	O'REILLY 187 TAHLEQUAH OK	75.30
04-24	04-23	24941665113137196029439	DAVIS OIL CO., INC. TAHLEQUAH OK	860.69
04-25	04-24	24137465114300770750071	SOUTHERN TIRE MART #349 601-424-3256 AR	871.65

WHITNEY G SHAW**CREDITS**
\$0.00**PURCHASES**
\$344.26**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$344.26 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-14	04-11	24744005101900019923431	TAHLEQUAH DAILY PRESS 918-4568833 OK	344.26

CASEY D BAKER**CREDITS**
\$0.00**PURCHASES**
\$149.35**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$149.35 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-08	04-07	24492515097900012980220	SAND TECH SCREENING TAHLEQUAH OK	149.35

VICKY F GREEN**CREDITS**
\$0.00**PURCHASES**
\$776.81**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$776.81 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-28	03-27	24692165086100490680245	LOWES #01818* TAHLEQUAH OK	19.98
04-02	04-01	24701775091468101010369	WALNUT GROVE ANIMAL CLINI 918-7081430 OK	100.00



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
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NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-17	04-16	24701775106554400704803	WALNUT GROVE ANIMAL CLINI 918-7081430 OK	40.00
04-23	04-22	24445005113000934030384	COVETRUS NORTH AMERICA 614-761-9095 OH	555.41
04-24	04-23	24445005113300613266063	FSP*CHRIS'S QUICK LUBE TAHLEQUAH OK	61.42

KENNETH D BARNES CREDITS PURCHASES CASH ADV TOTAL ACTIVITY
\$0.00 \$1,557.02 \$0.00 \$1,557.02 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-31	03-29	24055225089289817286883	HAMPTON INN AND SUITES STILLWATER OK 86398049 ARRIVAL: 03-24-25	589.00
04-07	04-05	24055225096297336313444	HAMPTON INN AND SUITES STILLWATER OK 84343041 ARRIVAL: 03-31-25	600.00
04-09	04-07	24733095098052172731117	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	69.93
04-09	04-07	24733095098052172731125	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	2.29
04-14	04-13	24445005104400189674442	WM SUPERCENTER #10 TAHLEQUAH OK	13.86
04-18	04-16	24326845107020123001039	FIRE SERVICE TRAINING 4057444102 OK	200.00
04-23	04-22	24692165112103628892417	LOWES #01818* TAHLEQUAH OK	81.94

RANDY POWELL CREDITS PURCHASES CASH ADV TOTAL ACTIVITY
\$0.00 \$3,224.32 \$0.00 \$3,224.32 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-28	03-27	24011345086100122005532	AMAZON MARK* 582649HM3 AMAZON.COM/MA WA	15.29
03-31	03-28	24011345087100100871862	AMAZON RETA* HZ8X24NF3 WWW.AMAZON.CO WA	29.99
03-31	03-30	24011345089100049392747	AMAZON MARK* G933R4TE3 AMAZON.COM/MA WA	8.48
03-31	03-28	24692165087101328967951	AMAZON MKTPL*TW6350PD3 AMZN.COM/BILL WA	89.99
04-01	03-31	24692165090104237795419	AMAZON MKTPL*N63VP6Z13 AMZN.COM/BILL WA	150.49
04-07	04-05	24011345095100053258802	AMAZON MARK* MP1PP1RC3 AMAZON.COM/MA WA	1,888.16
04-07	04-05	24011345095100056457021	AMAZON MARK* C74F092T3 AMAZON.COM/MA WA	419.94
04-07	04-06	24011345096100055408586	AMAZON MARK* ZB7II1YA3 AMAZON.COM/MA WA	68.59
04-07	04-04	24744555095450000018835	SHI INTERNATIONAL CORP 888-7648888 NJ	83.98
04-11	04-10	24692165100102871477581	AMAZON MKTPL*WQ5VR7DI3 AMZN.COM/BILL WA	49.90
04-11	04-10	24692165100102942472017	AMAZON MKTPL*Y61J00IH3 AMZN.COM/BILL WA	239.99
04-14	04-11	24692165101103979094699	AMAZON MKTPL*WU5UV12N3 AMZN.COM/BILL WA	39.99
04-16	04-15	24011345105100117811420	AMAZON RETA* CO1S60FH3 WWW.AMAZON.CO WA	59.35
04-17	04-17	24011345107100022299073	AMAZON MARK* Y666D2NS3 AMAZON.COM/MA WA	80.18

ELLIOT REIF CREDITS PURCHASES CASH ADV TOTAL ACTIVITY
\$38.79 \$2,604.91 \$0.00 \$2,566.12 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-28	03-27	24692165086100395366981	AMAZON MKTPL*V53CM5H03 AMZN.COM/BILL WA	48.30
03-28	03-27	24692165086100410394653	AMAZON MKTPL*099WB4JE3 AMZN.COM/BILL WA	36.29
03-28	03-27	24692165086100418203906	AMAZON MKTPL*410AR8603 AMZN.COM/BILL WA	14.31
03-31	03-28	24692165087101663356539	AMAZON MKTPL*7R1SZ9MV3 AMZN.COM/BILL WA	78.08
03-31	03-28	24692165087101666241233	IN *CK RESTORATION, LLC 918-9134490 OK	400.00
03-31	03-30	24692165089102770293191	AMAZON MKTPL*VT9558FJ3 AMZN.COM/BILL WA	569.56
04-01	03-31	74692165090104294055512	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	38.79 CR
04-01	04-01	24692165091104425093998	AMAZON MKTPL*O949074A3 AMZN.COM/BILL WA	13.31



Company Name: CITY OF TAHLEQUAH
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Statement Date: 04-25-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-02	04-01	24445005092400181815419	WM SUPERCENTER #10 TAHLEQUAH OK	14.56
04-04	04-02	24183105093900036691454	COURSEFORFOODSAFETY.COM 407-9066254 FL	25.00
04-18	04-17	24692165107109283481591	AMAZON MKTPL*494TH97V3 AMZN.COM/BILL WA	48.30
04-18	04-17	24692165107109428671312	AMAZON MKTPL*SQ1FP1XV3 AMZN.COM/BILL WA	829.94
04-21	04-20	24692165110101749741937	AMAZON MKTPL*1H1SJ7FE3 AMZN.COM/BILL WA	59.99
04-22	04-21	24692165111102517655506	AMAZON MKTPL*CW1051SY3 AMZN.COM/BILL WA	443.39
04-25	04-24	24445005115400179408063	WM SUPERCENTER #10 TAHLEQUAH OK	23.88

SEAN VALDEZ	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$75.00	\$0.00	\$75.00 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-04	04-03	24692165093106763028757	SQ *GET HOSED APPAREL GOSQ.COM OH	75.00

LARRY P BLACKMAN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$254.93	\$0.00	\$254.93 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-01	24733095092051107813434	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	164.94
04-10	04-08	24733095099052359799084	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	89.99

JOHN W SUTTON	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$510.41	\$0.00	\$510.41 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24231685085285051340200	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	13.98
04-11	04-10	24055225100302006977256	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	228.95
04-14	04-11	24137465102001725033100	TRACTOR SUPPLY #1173 TAHLEQUAH OK	227.98
04-22	04-21	24000975111585001200905	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	36.55
04-22	04-21	24000975111585001200939	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	2.95

JENNIFER D CRUWELL	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$415.98	\$0.00	\$415.98 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-02	24055225092293466891527	X-PRESS EQUIPMENT RENTAL 918-458-0733 OK	415.98

WILLIAM HARRIS	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$113.02	\$1,972.40	\$0.00	\$1,859.38 ✓



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Statement Date: 04-25-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24707805085027018572023	FARMERS CO-OP TAHLEQUAH OK	700.00
03-27	03-26	24801975085285913135900	TAHLEQUAH LUMBER TAHLEQUAH OK	84.54
03-27	03-26	24801975085285913136023	TAHLEQUAH LUMBER TAHLEQUAH OK	26.94
04-01	03-31	24275395090900013959766	ASCO TULSA 806-7452000 OK	104.62
04-01	03-31	24801975090291303073738	TAHLEQUAH LUMBER TAHLEQUAH OK	34.27
04-01	03-31	24801975090291303073928	TAHLEQUAH LUMBER TAHLEQUAH OK	44.99
04-02	04-01	24801975091292355138873	TAHLEQUAH LUMBER TAHLEQUAH OK	84.98
04-08	04-07	24326885098029624694579	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	11.99
04-08	04-07	24801975097298823034770	TAHLEQUAH LUMBER TAHLEQUAH OK	134.99
04-09	04-08	24431055099130449146406	O'REILLY 187 TAHLEQUAH OK	39.23
04-09	04-08	24431055099130449146414	O'REILLY 187 TAHLEQUAH OK	44.82
04-09	04-08	24801975098299853119316	TAHLEQUAH LUMBER TAHLEQUAH OK	5.99
04-10	04-09	24000975099515003127471	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	15.10
04-10	04-09	24445005099300610468819	FSP*CHRIS'S QUICK LUBE TAHLEQUAH OK	61.42
04-10	04-09	24801975099300903145605	TAHLEQUAH LUMBER TAHLEQUAH OK	11.99
04-11	04-10	24801975100301992241674	TAHLEQUAH LUMBER TAHLEQUAH OK	109.26
04-11	04-10	24801975100301992241930	TAHLEQUAH LUMBER TAHLEQUAH OK	13.98
04-11	04-10	24801975100301992242219	TAHLEQUAH LUMBER TAHLEQUAH OK	28.97
04-14	04-11	24801975101303111420147	TAHLEQUAH LUMBER TAHLEQUAH OK	65.63
04-15	04-14	74801975104306283114309	TAHLEQUAH LUMBER TAHLEQUAH OK	65.63 CR
04-15	04-14	24801975104306283114312	TAHLEQUAH LUMBER TAHLEQUAH OK	59.94
04-16	04-15	24055225105307360928170	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	106.96
04-16	04-14	24251385105030047956703	KEYS LAWN AND GARDEN PARK HILL OK	35.95
04-17	04-16	24801975106308424202111	TAHLEQUAH LUMBER TAHLEQUAH OK	11.99
04-18	04-17	24326885108030660768689	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	7.86
04-22	04-21	24801975111313766081456	TAHLEQUAH LUMBER TAHLEQUAH OK	11.99
04-24	04-23	24692165113104573847629	SQ *THREE A TOWING TAHLEQUAH OK	100.00
04-25	04-24	74326885115031371779581	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	47.39 CR
04-25	04-24	24915075115317092882261	THE LAWN MOWER SHOP TAHLEQUAH OK	14.00

BRIAN L LAMBERT**CREDITS**
\$36.96**PURCHASES**
\$1,840.59**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,803.63

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-02	24915075093293767576601	SHANGRI-LA HOTEL AFTON OK	366.96
04-04	04-03	74915075094294844645975	SHANGRI-LA HOTEL 9182577721 OK	36.96 CR
04-09	04-08	24431065099183646149581	OK CORP COMM GENERAL EGOV.COM OK	50.00
04-09	04-08	24733095098052328407638	OK.GOV EGOV.COM OK	1.50
04-11	04-10	24492165100100032227871	WWW.NATA.AERO WWW.NATA.AERO DC	661.00
04-16	04-15	24707805105027018463997	FARMERS CO-OP TAHLEQUAH OK	350.00
04-17	04-16	24707805106027018382725	FARMERS CO-OP TAHLEQUAH OK	350.00
04-23	04-22	24137465113001387506333	TRACTOR SUPPLY #1173 TAHLEQUAH OK	33.99
04-25	04-24	24692165114105495060182	LOWES #01818* TAHLEQUAH OK	27.14

CHRIS L ARMSTRONG**CREDITS**
\$0.00**PURCHASES**
\$3,385.95**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$3,385.95

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24431065085174554019441	PTG OF TULSA TULSA OK	445.63
04-01	03-31	24137465090300726573617	TAKE TEN TIRE - TULSA 918-819-8473 OK	172.82
04-01	03-31	24226385091008306599198	WAL-MART #0010 TAHLEQUAH OK	71.04
04-08	04-07	24906415097226345471213	TPG*OMUSAOKUTILITIES 800-4441187 OK	500.00
04-16	04-14	24915075105306997531943	WHEELER METALS, INC MUSKOGEE OK	236.62
04-16	04-15	24915075105307216448307	WHEELER METALS, INC MUSKOGEE OK	132.08



Company Name: CITY OF TAHLEQUAH
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Statement Date: 04-25-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-24	04-23	24137465113300768610684	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	1,107.76
04-25	04-24	24707805114027019265762	FARMERS CO-OP TAHLEQUAH OK	720.00

VICKI JOHNSONCREDITS
\$0.00PURCHASES
\$1,309.76CASH ADV
\$0.00TOTAL ACTIVITY
\$1,309.76 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-31	03-28	24207855087174400243553	YELLOW HOUSE MACHINERY CO SAND SPRINGS OK	830.56
04-08	04-07	24137465097300755173720	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	51.71
04-18	04-16	24257615107106150630855	MAXWELL SUPPLY COMPANY-TU 800-9998606 OK	150.91
04-24	04-23	24412955113137291000074	TRUCK 1104 BATTERY 800-828-1629 MO	115.03
04-25	04-24	24055235114317065016757	MAXWELL SUPPLY CO 800-365-3388 OK	161.55

JOE ENLOW JRCREDITS
\$0.00PURCHASES
\$373.03CASH ADV
\$0.00TOTAL ACTIVITY
\$373.03 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-31	03-28	24692165087101460136126	LOWES #01818* TAHLEQUAH OK	179.55
04-04	04-03	24431055094128182205087	O'REILLY 187 TAHLEQUAH OK	163.02
04-21	04-18	24445005109400226488082	WM SUPERCENTER #10 TAHLEQUAH OK	30.46

MARK WHITTMORECREDITS
\$0.00PURCHASES
\$653.28CASH ADV
\$0.00TOTAL ACTIVITY
\$653.28 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24692165084108731198549	LOWES #01818* TAHLEQUAH OK	86.22
03-28	03-27	24692165086100556292034	AMAZON MKTPL*HG1XA6HO3 AMZN.COM/BILL WA	22.76
03-28	03-28	24692165087100885685691	AMAZON MKTPL*CO9I81DA3 AMZN.COM/BILL WA	21.89
04-01	03-31	24692165090104234580095	AMAZON MKTPL*RU29N9RI3 AMZN.COM/BILL WA	66.49
04-02	04-01	24692165091105054211652	AMAZON MKTPL*TD5E33E43 AMZN.COM/BILL WA	247.48
04-18	04-17	24692165107109429000933	AMAZON MKTPL*X681Z2CD3 AMZN.COM/BILL WA	165.98
04-18	04-17	24801975107309487986540	AADVANTAGE LAUNDRY SYSTE GARLAND TX	42.46

KAREN D MURPHYCREDITS
\$0.00PURCHASES
\$490.16CASH ADV
\$0.00TOTAL ACTIVITY
\$490.16 ✓

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-02	24492515092900012746113	SAND TECH SCREENING TAHLEQUAH OK	321.36
04-07	04-06	24692165096109269055214	AMAZON MKTPL*EZ9806HD3 AMZN.COM/BILL WA	9.99
04-18	04-17	24323005107134359016977	CN LANDING RESORT 5809248280 OK 8267505809248280 ARRIVAL: 05-01-25	158.81

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
01 - Managerial									
87008	Kimley-Horn and Associates Inc	158647	501274	04/30/2025	15,000.00	.00	.00	15,000.00	No
Total 01 - Managerial:					15,000.00	.00	.00	15,000.00	
AIRPORT									
86784	Aviation Insurance Managers Inc	1480	501065	02/10/2025	2,844.00	.00	.00	2,844.00	No
86962	Texas AWOS Services LLC	158673	501229	04/16/2025	1,800.00	900.00	.00	900.00	No
86967	Springwater Lawn Care LLC	158192	501234	04/16/2025	4,000.00	.00	.00	4,000.00	No
86988	Texas AWOS Services LLC	158673	501253	04/24/2025	3,000.00	.00	.00	3,000.00	No
Total AIRPORT:					11,644.00	900.00	.00	10,744.00	
ANIMAL SHELTER									
83606	Vicky Green	157894	498038	10/24/2022	20.75	.00	.00	20.75	No
Total ANIMAL SHELTER:					20.75	.00	.00	20.75	
CEMETERY									
86051	Greg's Port-A-Potties	6740	500365	07/01/2024	900.00	750.00	.00	150.00	No
86058	Richard Smith	13880	500372	07/01/2024	35,000.00	21,000.00	.00	14,000.00	No
86374	GKC Construction Services LLC	6460	500683	08/27/2024	225.00	.00	.00	225.00	No
86848	Cintas Corp #2	3380	501122	03/10/2025	476.64	119.16	.00	357.48	No
86898	BancFirst	1650	501168	03/26/2025	5,000.00	.00	.00	5,000.00	No
Total CEMETERY:					41,601.64	21,869.16	.00	19,732.48	
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									
86799	Tim M Synar	158472	501077	02/13/2025	424.00	.00	.00	424.00	No
86816	BancFirst	1650	501094	02/26/2025	10,000.00	.00	.00	10,000.00	No
86877	Tim M Synar	158472	501148	03/20/2025	140.00	.00	.00	140.00	No
86878	Rhonda Norris RVT	158530	501149	03/20/2025	1,050.00	.00	.00	1,050.00	No
86879	Elijah Spray VT	158596	501150	03/20/2025	400.00	.00	.00	400.00	No
86880	Stephanie Delano	158649	501151	03/20/2025	200.00	.00	.00	200.00	No
86881	Lori L Gossard	158593	501152	03/20/2025	2,000.00	.00	.00	2,000.00	No
86996	Tim M Synar	158472	501262	04/28/2025	1,400.00	.00	.00	1,400.00	No
86997	Rhonda Norris RVT	158530	501263	04/28/2025	1,100.00	.00	.00	1,100.00	No
86998	Elijah Spray VT	158596	501264	04/28/2025	200.00	.00	.00	200.00	No
86999	Stephanie Delano	158649	501265	04/28/2025	400.00	.00	.00	400.00	No
Total Compliance:					17,314.00	.00	.00	17,314.00	
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
87000	CDL Electric Co., Inc.	2490	501266	04/28/2025	1,000.00	.00	.00	1,000.00	No
Total EMERGENCY MANAGEMENT:					3,671.50	.00	.00	3,671.50	
FIRE									
86094	Lexipol LLC	158089	500408	07/01/2024	1,396.08	.00	.00	1,396.08	No

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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
86196	Galls, Inc	6160	500511	07/15/2024	450.00	320.91	.00	129.09	No
86859	NAFECO	10990	501131	03/13/2025	3,800.00	.00	.00	3,800.00	No
86885	Pro Lawn & Landscape	13085	501156	03/20/2025	1,600.00	.00	.00	1,600.00	No
86900	BancFirst	1650	501170	03/26/2025	10,000.00	.00	.00	10,000.00	No
Total FIRE:					20,186.08	320.91	.00	19,865.17	
HOTEL MOTEL FUND									
86246	Chamber of Commerce	2794	500559	07/23/2024	79,916.00	66,596.69	.00	13,319.31	No
86246	Chamber of Commerce	2794	500559	07/23/2024	4,000.00	3,333.33	.00	666.67	No
86246	Chamber of Commerce	2794	500559	07/23/2024	7,000.00	5,833.33	.00	1,166.67	No
86246	Chamber of Commerce	2794	500559	07/23/2024	1,500.00	1,250.00	.00	250.00	No
86246	Chamber of Commerce	2794	500559	07/23/2024	108,774.00	90,645.00	.00	18,129.00	No
86246	Chamber of Commerce	2794	500559	07/23/2024	12,010.00	10,008.33	.00	2,001.67	No
86246	Chamber of Commerce	2794	500559	07/23/2024	4,800.00	4,000.00	.00	800.00	No
86246	Chamber of Commerce	2794	500559	07/23/2024	24,000.00	20,000.02	.00	3,999.98	No
Total HOTEL MOTEL FUND:					242,000.00	201,666.70	.00	40,333.30	
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
86897	BancFirst	1650	501167	03/26/2025	5,000.00	.00	.00	5,000.00	No
Total IT:					5,962.50	.00	.00	5,962.50	
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	774.00	.00	258.00	No
86121	Northwest Fire Protection, Inc.	158372	500435	07/02/2024	255.00	.00	.00	255.00	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
86710	Ok Police Supply, LLC	11980	500997	01/07/2025	620.91	.00	.00	620.91	No
86826	Cherokee County Detention	3050	501102	02/28/2025	3,000.00	1,144.00	.00	1,856.00	No
86911	Cherokee County Detention	3050	501182	04/01/2025	1,500.00	.00	.00	1,500.00	No
86989	Applied Concepts, Inc.	1186	501254	04/24/2025	9,924.00	.00	.00	9,924.00	No
86990	Walker Companies	17420	501255	04/24/2025	95.00	.00	.00	95.00	No
87003	BancFirst	1650	501269	04/29/2025	5,000.00	.00	.00	5,000.00	No
87003	BancFirst	1650	501269	04/29/2025	5,000.00	.00	.00	5,000.00	No
Total LAW ENFORCEMENT:					39,552.46	1,963.00	.00	37,589.46	
LIBRARY									
86918	Todd Alan Lewis	157812	501187	04/04/2025	9,000.00	.00	.00	9,000.00	No
Total LIBRARY:					9,000.00	.00	.00	9,000.00	
MAINTENANCE									
86821	BancFirst	1650	501099	02/26/2025	10,000.00	.00	.00	10,000.00	No
86991	Sadler Paper Supply	14230	501256	04/24/2025	500.00	.00	.00	500.00	No
Total MAINTENANCE:					10,500.00	.00	.00	10,500.00	

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MANAGERIAL									
86044	Ascentis Corporation (Prior- Novat	158045	500358	07/01/2024	9,696.00	8,375.24	.00	1,320.76	No
86048	Consolidated Communications	157988	500362	07/01/2024	14,015.40	11,790.97	.00	2,224.43	No
86055	Pitney Bowes	12910	500369	07/01/2024	685.20	513.90	.00	171.30	No
86062	Hammons, Hamby, and Price PLL	158459	500376	07/01/2024	51,500.04	38,625.03	.00	12,875.01	No
86071	Your Health, LLC	158277	500385	07/01/2024	1,300.00	1,000.00	.00	300.00	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
86100	Tahlequah Main Street Assoc.	15870	500414	07/01/2024	36,000.00	21,000.00	.00	15,000.00	No
86101	Chamber of Commerce	2795	500415	07/01/2024	7,500.00	6,250.00	.00	1,250.00	No
86227	Freese and Nichols, Inc.	158489	500541	07/17/2024	439,964.21	323,238.79	.00	116,725.42	No
86229	Guy Engineering Services, Inc.	6840	500543	07/17/2024	19,440.45	16,518.41	.00	2,922.04	No
86263	Local Government Testing Consor	158595	500573	07/29/2024	4,000.00	715.00	.00	3,285.00	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
86505	Matt Cloud	158631	500810	10/09/2024	11,250.00	7,500.00	.00	3,750.00	No
86508	Kelly Engineering & Assoc, Inc	9050	500813	10/09/2024	82,460.00	28,140.00	.00	54,320.00	No
86600	Sunny Golloway	158639	500900	11/12/2024	11,250.00	7,500.00	.00	3,750.00	No
86616	Kimley-Horn and Associates Inc	158647	500914	11/20/2024	200,000.00	170,000.00	.00	30,000.00	No
86624	HELLAS CONSTRUCTION, INC.	158567	500921	11/21/2024	10,054,351	8,137,807.34	.00	1,916,543.66	No
86709	Freese and Nichols, Inc.	158489	500996	01/07/2025	202,500.00	.00	.00	202,500.00	No
86716	Oklahoma Roofing & Sheet Metal	158651	501001	01/13/2025	122,177.43	.00	.00	122,177.43	No
86752	Tim M Synar	158472	501034	01/30/2025	35.00	.00	.00	35.00	No
86762	Rebecca Reaume	158604	501044	01/30/2025	250.00	.00	.00	250.00	No
86777	Susan Niehus LLC	158622	501058	02/06/2025	6,000.00	.00	.00	6,000.00	No
86790	Bull Tuff Mud Company Ready Mi	2415	501069	02/10/2025	3,525.00	1,395.50	.00	2,129.50	No
86820	BancFirst	1650	501098	02/26/2025	10,000.00	.00	.00	10,000.00	No
86822	Holloway, Updike & Bellen, Inc	7530	501091	02/26/2025	48,520.00	1,930.00	.00	46,590.00	No
86852	Kemp Stone Co, Inc	9080	501125	03/11/2025	1,065.00	.00	.00	1,065.00	No
86866	James R Childers Architect Inc	158629	501138	03/17/2025	6,900.00	.00	.00	6,900.00	No
86869	Double M Fence Co. LLC	158107	501141	03/17/2025	1,765.00	.00	.00	1,765.00	No
86884	Eide Bailly LLP	158660	501155	03/20/2025	52,185.00	.00	.00	52,185.00	No
86902	Wheeler Metals, Inc	17720	501172	03/27/2025	20,000.00	.00	.00	20,000.00	No
86907	Springwater Fence LLC	15210	501177	04/01/2025	18,835.00	.00	.00	18,835.00	No
86921	Stop Stick, Ltd.	15437	501191	04/04/2025	2,147.00	.00	.00	2,147.00	No
86926	Robert St. Pierre CPA PC	158657	501196	04/04/2025	46,475.00	.00	.00	46,475.00	No
86929	Core & Main LP.	158433	501199	04/07/2025	1,307.40	435.80	.00	871.60	No
86948	Erica M'Lynn Pape	157912	501217	04/10/2025	253.12	.00	.00	253.12	No
86951	Crowe & Dunlevy	158573	501220	04/10/2025	15,000.00	.00	.00	15,000.00	No
86954	Rebecca Reaume	158604	501222	04/14/2025	500.00	.00	.00	500.00	No
86957	Bull Tuff Mud Company Ready Mi	2415	501224	04/16/2025	43,790.00	4,818.00	.00	38,972.00	No
86960	T & K Construction	16039	501227	04/16/2025	64,256.00	.00	.00	64,256.00	No
86985	Building & Earth Sciences Inc	158635	501250	04/23/2025	2,593.25	.00	.00	2,593.25	No
86993	Tahlequah Lumber Co	15850	501258	04/24/2025	1,000.00	.00	.00	1,000.00	No
86994	Twin Cities Ready Mix	16930	501260	04/28/2025	2,550.00	.00	.00	2,550.00	No
87005	Northeastern Health System	11314	501271	04/29/2025	224,308.20	.00	.00	224,308.20	No
87009	Deidra Hood	158358	501275	04/30/2025	125.00	.00	.00	125.00	No
Total MANAGERIAL:					11,853,098	8,787,553.98	.00	3,065,544.90	
Multi-Departmental									
86060	Northeast OK Public Facilities	11300	500374	07/01/2024	25,000.00	3,888.36	.00	21,111.64	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	164.78	.00	235.22	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

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86064	Macquarie Equipment Capital Inc.	158383	500378	07/01/2024	3,801.72	3,220.10	.00	581.62	No
86102	Wight Office Machines	17750	500416	07/01/2024	500.00	334.24	.00	165.76	No
86102	Wight Office Machines	17750	500416	07/01/2024	500.00	256.58	.00	243.42	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	10,188.00	8,509.18	.00	1,678.82	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	360.00	318.50	.00	41.50	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	5,736.00	4,798.50	.00	937.50	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	8,640.00	7,335.01	.00	1,304.99	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	732.00	627.83	.00	104.17	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,328.00	1,958.50	.00	369.50	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	1,596.00	1,348.50	.00	247.50	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,028.00	1,708.50	.00	319.50	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,892.00	2,428.50	.00	463.50	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	1,164.00	988.50	.00	175.50	No
86110	TK Elevator	16370	500424	07/02/2024	650.00	.00	.00	650.00	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
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	2,700.00	2,686.92	.00	13.08	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	60.00	41.56	.00	18.44	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	270.00	252.89	.00	17.11	No
86532	UniFirst Holdings Inc	16985	500834	10/22/2024	2,400.00	890.12	.00	1,509.88	No
86532	UniFirst Holdings Inc	16985	500834	10/22/2024	600.00	426.88	.00	173.12	No
86532	UniFirst Holdings Inc	16985	500834	10/22/2024	576.00	213.63	.00	362.37	No
86532	UniFirst Holdings Inc	16985	500834	10/22/2024	240.00	185.02	.00	54.98	No
86694	Network Enhancement Systems, I	158614	500983	01/06/2025	2,700.00	691.38	.00	2,008.62	No
86694	Network Enhancement Systems, I	158614	500983	01/06/2025	60.00	15.17	.00	44.83	No
86694	Network Enhancement Systems, I	158614	500983	01/06/2025	270.00	55.01	.00	214.99	No
86694	Network Enhancement Systems, I	158614	500983	01/06/2025	240.00	70.71	.00	169.29	No
86725	Lake Region Electric-Telecom	157846		01/21/2025	1,240.92	758.34	.00	482.58	No
86725	Lake Region Electric-Telecom	157846		01/21/2025	653.64	326.82	.00	326.82	No
86725	Lake Region Electric-Telecom	157846		01/21/2025	653.64	326.82	.00	326.82	No
86776	OTA	12390	501057	02/06/2025	60.00	12.60	.00	47.40	No
86776	OTA	12390	501057	02/06/2025	20.00	.00	.00	20.00	No
86776	OTA	12390	501057	02/06/2025	60.00	13.25	.00	46.75	No
86776	OTA	12390	501057	02/06/2025	60.00	34.16	.00	25.84	No
86776	OTA	12390	501057	02/06/2025	60.00	3.46	.00	56.54	No
86776	OTA	12390	501057	02/06/2025	20.00	.00	.00	20.00	No
86776	OTA	12390	501057	02/06/2025	60.00	.00	.00	60.00	No
86776	OTA	12390	501057	02/06/2025	40.00	1.68	.00	38.32	No
86776	OTA	12390	501057	02/06/2025	80.00	36.82	.00	43.18	No
86778	UniFirst Holdings Inc	16985	501059	02/06/2025	1,313.04	437.68	.00	875.36	No
86778	UniFirst Holdings Inc	16985	501059	02/06/2025	640.32	213.44	.00	426.88	No
86778	UniFirst Holdings Inc	16985	501059	02/06/2025	328.32	109.44	.00	218.88	No
86778	UniFirst Holdings Inc	16985	501059	02/06/2025	232.32	77.44	.00	154.88	No
86795	Cherokee County Clerk	3020	501074	02/11/2025	1,332.00	144.00	.00	1,188.00	No
86795	Cherokee County Clerk	3020	501074	02/11/2025	664.00	120.00	.00	544.00	No
86836	Macquarie Equipment Capital Inc.	158383	501111	03/10/2025	950.46	.00	.00	950.46	No
86836	Macquarie Equipment Capital Inc.	158383	501111	03/10/2025	57.18	.00	.00	57.18	No
86836	Macquarie Equipment Capital Inc.	158383	501111	03/10/2025	57.18	.00	.00	57.18	No
86836	Macquarie Equipment Capital Inc.	158383	501111	03/10/2025	57.18	.00	.00	57.18	No
86837	Ok Municipal Assurance Group	11920	501112	03/10/2025	3,000.00	.00	.00	3,000.00	No
86837	Ok Municipal Assurance Group	11920	501112	03/10/2025	5,000.00	711.00	.00	4,289.00	No
86839	One Source Water, LLC	157851	501114	03/10/2025	200.00	.00	.00	200.00	No
86839	One Source Water, LLC	157851	501114	03/10/2025	60.00	.00	.00	60.00	No

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86839	One Source Water, LLC	157851	501114	03/10/2025	40.00	.00	.00	40.00	No
86839	One Source Water, LLC	157851	501114	03/10/2025	90.00	.00	.00	90.00	No
86839	One Source Water, LLC	157851	501114	03/10/2025	240.00	.00	.00	240.00	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	300.00	47.46	.00	252.54	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	3,000.00	317.30	.00	2,682.70	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	20,000.00	2,015.51	.00	17,984.49	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	120.00	.00	.00	120.00	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	18,000.00	776.50	.00	17,223.50	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	500.00	73.74	.00	426.26	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	5,000.00	722.35	.00	4,277.65	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	200.00	.00	.00	200.00	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	1,200.00	100.11	.00	1,099.89	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	1,200.00	236.80	.00	963.20	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	400.00	.00	.00	400.00	No
86888	A+ Pest Guard LLC	158606	501158	03/24/2025	260.00	.00	.00	260.00	No
86888	A+ Pest Guard LLC	158606	501158	03/24/2025	260.00	.00	.00	260.00	No
86888	A+ Pest Guard LLC	158606	501158	03/24/2025	400.00	.00	.00	400.00	No
86888	A+ Pest Guard LLC	158606	501158	03/24/2025	260.00	.00	.00	260.00	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	5,991.40	.00	.00	5,991.40	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	8,274.44	.00	.00	8,274.44	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	45,663.38	.00	.00	45,663.38	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	2,586.70	.00	.00	2,586.70	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	8,591.44	.00	.00	8,591.44	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	1,936.70	.00	.00	1,936.70	No
86986	Toast Inc	158659	501251	04/24/2025	770.00	66.20	.00	703.80	No
86986	Toast Inc	158659	501251	04/24/2025	5,500.00	539.96	.00	4,960.04	No
86986	Toast Inc	158659	501251	04/24/2025	1,205.31	.00	.00	1,205.31	No
Total Multi-Departmental:					229,372.29	51,637.75	.00	177,734.54	
MUNICIPAL JUDGE									
86046	Bill John Baker II	2020	500360	07/01/2024	32,000.00	22,610.00	.00	9,390.00	No
86057	Rachel Dallis	158160	500371	07/01/2024	35,000.00	20,340.00	.00	14,660.00	No
86691	BancFirst	1650	500980	01/02/2025	2,000.00	.00	.00	2,000.00	No
Total MUNICIPAL JUDGE:					69,000.00	42,950.00	.00	26,050.00	
PARKS & RECREATION									
86068	Mike Palmer	10580	500382	07/01/2024	40,684.80	33,904.00	.00	6,780.80	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
86756	Cheryl Ann Leeds	158587	501038	01/30/2025	900.00	374.40	.00	525.60	No
86768	Kirk Lawn Care, LLC	158065		04/01/2025	50,310.00	19,440.00	.00	30,870.00	No
86768	Kirk Lawn Care, LLC	158065		04/01/2025	9,000.00	2,500.00	.00	6,500.00	No
86814	BancFirst	1650	501092	02/26/2025	10,000.00	.00	.00	10,000.00	No
86827	Clear Creek Golf Car & Vehicles L	158633	501103	02/28/2025	1,440.00	480.00	.00	960.00	No
86874	Toast Inc	158659	501146	03/19/2025	1,607.08	448.95	.00	1,158.13	No
86915	Cintas Corp #2	3380	501183	04/03/2025	1,814.52	471.24	.00	1,343.28	No
87001	Glidewell Distributing Co, Inc.	158079	501267	04/28/2025	1,100.00	.00	.00	1,100.00	No
87002	Love Bottling Company	9770	501268	04/28/2025	700.00	.00	.00	700.00	No
Total PARKS & RECREATION:					120,545.23	57,618.59	.00	62,926.64	
SOLID WASTE SERVICES									
86306	KNL Holdings, LLC	9285	500617	08/06/2024	102,781.00	10,278.10	.00	92,502.90	No
86483	Ok Production Ctr, Inc	12000	500788	09/30/2024	42,107.94	28,071.96	.00	14,035.98	No

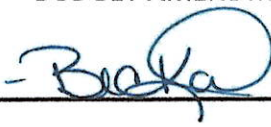
Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 04/25

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
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
86780	Cintas Corp #2	3380	501061	02/06/2025	7,059.20	4,171.91	.00	2,887.29	No
86899	BancFirst	1650	501169	03/26/2025	15,000.00	.00	.00	15,000.00	No
86946	Associated Supply Co Inc	158503	501215	04/10/2025	5,461.97	.00	.00	5,461.97	No
86953	Springwater Lawn Care LLC	158192	501221	04/14/2025	5,671.78	.00	.00	5,671.78	No
86961	WEX Bank	158577	501228	04/16/2025	15,000.00	.00	.00	15,000.00	No
86971	Uline, Inc.	16945	501237	04/18/2025	22,600.00	6,544.81	.00	16,055.19	No
86977	Waste Management	17510	501244	04/22/2025	175,000.00	.00	.00	175,000.00	No
86992	Associated Supply Co Inc	158503	501257	04/24/2025	5,663.11	.00	.00	5,663.11	No
Total SOLID WASTE SERVICES:					423,113.15	49,066.78	.00	374,046.37	
STORMWATER MANAGEMENT FUND									
86065	Accurate Environmental LLC	389	500379	07/01/2024	3,300.00	1,955.00	.00	1,345.00	No
86810	Oklahoma Precast Products	158370	501089	02/25/2025	5,185.33	.00	.00	5,185.33	No
Total STORMWATER MANAGEMENT FUND:					8,485.33	1,955.00	.00	6,530.33	
STREET									
86482	Larry's Tires	9437	500787	09/30/2024	300.00	165.00	.00	135.00	No
86628	Osman Equipment	12380	500924	11/22/2024	2,000.00	1,337.35	.00	662.65	No
86685	Greg's Port-A-Potties	6740	500976	12/20/2024	450.00	300.00	.00	150.00	No
86844	Adrian Farm Supply LLC	500	501119	03/10/2025	300.00	176.68	.00	123.32	No
86909	Osman Equipment	12380	501179	04/01/2025	485.00	.00	.00	485.00	No
86941	J & R Equipment, LLC	8040	501211	04/09/2025	2,500.00	.00	.00	2,500.00	No
86984	BancFirst	1650	501249	04/23/2025	6,000.00	.00	.00	6,000.00	No
87006	Rush Truck Center, Tulsa	158574	501272	04/29/2025	2,100.00	.00	.00	2,100.00	No
Total STREET:					14,135.00	1,979.03	.00	12,155.97	
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
86963	Newman Sign Co	11220	501230	04/16/2025	2,658.50	.00	.00	2,658.50	No
87007	Hutchens Construction Co. (Emer	7650	501273	04/29/2025	3,250.00	.00	.00	3,250.00	No
Total STREET & ALLEY FUND:					9,408.50	1,950.15	.00	7,458.35	
STREETS & SIDEWALKS									
86903	Core & Main LP.	158433	501173	03/27/2025	2,844.00	1,693.07	.00	1,150.93	No
Total STREETS & SIDEWALKS:					2,844.00	1,693.07	.00	1,150.93	
Grand Totals:					13,148,455	9,223,124.12	.00	3,925,331.19	



THE CITY OF
TAHLEQUAH
OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Becka 

DEPARTMENT: Finance

AMENDMENT #: 05-001

FISCAL YEAR: FY 2024 - 2025

Account #	Account Name	Increase	Decrease
425-46-3001	Restricted Donations - Fire Expenses	\$3,500.00	
TOTALS		\$3,500.00	

Reason for Budget Amendment:

2025 Contribution from Cherokee Nation

City Administrator Signature

Date Signed

Governing Body Signature

Date Signed

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

ACCOUNTS
PAYABLE

(7300)

BANK OF OKLAHOMA

1059412

DATE _____

Void After 90 Days
05/05/2025

AMOUNT

*****3,500.00

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

TO THE
ORDER
OF

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

Bya H W

110 10594 1 211

CHEROKEE NATION
TAHLEQUAH, OKLAHOMA

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

1059412

Check Date: 05/05/25

(7300)

P.O.	Description	Invoice	Amount
	Tahlequah Fire Dept	2025 CONTRIBUTION	\$3,500.00
TOTAL:			\$3,500.00



THE CITY OF
TAHLEQUAH
OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Becka

DEPARTMENT: Finance

AMENDMENT #: 05-002

FISCAL YEAR: FY 2024 - 2025

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's Restricted Donations
account to be used for the Vaccination/Spay/Neuter Clinic.

City Administrator Signature

Date Signed

Governing Body Signature

Date Signed

City of Tahlequah
111 S Cherokee
Tahlequah OK 74464

918-456-0651

Receipt No: 4.000031177

May 19, 2025

Cherokee Nation

Previous Balance: .00
Miscellaneous - Vaccines for the Pets For Life 7,500.00
425-46-1002 ANIMAL SHELTER DONATIONS

Total: 7,500.00

Check Check No: 1060877 7,500.00
Total Applied: 7,500.00

Change Tendered: .00

05/19/2025 11:34 AM

COPY

WARNING: THE PAGE OF THIS DOCUMENT HAS A COPIED OR REPRODUCED ON THE WATERMARK INFORMATION.



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

ACCOUNTS
PAYABLE
(7300)

BANK OF OKLAHOMA

1060877

DATE
Void After 90 Days
05/15/2025

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.

City of Tahlequah
111 S Cherokee
Tahlequah OK 74464

918-456-0651

Receipt No: 4.000031055

May 9, 2025

Purple Wave, Inc.

Previous Balance:	.00
Miscellaneous - Auction Date 4/15/25	26,535.00
110-46-5000 SALE OF EQUIPMENT	
Total:	26,535.00
Check	26,535.00
Check No: 112304	
Total Applied:	26,535.00
Change Tendered:	.00

05/09/2025 10:46 AM

CASH ONLY IF ALL OTHERS... SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING	
	Purple Wave, Inc. 825 Levee Dr. Manhattan, KS 66502 866-608-9283 www.purplewave.com
INTRUST BANK, NA Wichita, KS 67202 40-2/1011	
112304	
05/02/2025	
PAY TO THE ORDER OF	City of Tahlequah, OK
\$ **26,535.00**	
Twenty Six Thousand Five Hundred Thirty Five Dollars	
DOLLARS	
City of Tahlequah, OK 111 S. Cherokee Tahlequah, OK 74464 United States	
Apr 15th Gov Consignment	
Void after 180 days	
	
11 112304 11	



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

Settlement

250415-309346
Auction Date: 04/15/2025
Last Updated: 05/02/2025

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

Phone: 9185254707
Email: smyers@tahlequah.gov

Settlement Details:

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

Bidder	Item	RTV	Qty	Description	Commissions / Fees	Amount
94640	OB9529	-	1	2011 Chevrolet Silverado 1500 Crew Cab pickup truck - Miles: 109,705 on odometer - VIN: 3GCPKSE30BG291251 Engine - Displacement: 5.3L V8 OHV - Cylinders: 8 - Fuel type: Gas Transmission - Automatic - Four wheel drive Interior - AC, Heat - Seat: Power driver - Power windows, Power locks - Cruise control Tires - Size: 33x12.50R18LT Notes - Dash warning indicator: Check engine, Traction control <i>Oklahoma title</i> <i>Title distribution may be delayed up to 14 days from verification of funds.</i> <u>City of Tahlequah, OK Police Department</u> <u>Tahlequah, OK 74464</u>	0% commission G - Listing Fee Waived	\$9,600.00
110111	OB9527	-	1	2018 Ford Taurus Police Interceptor - Miles: 108,540 on odometer - VIN: 1FAHP2MK1JG104498 Engine	0% commission G - Listing Fee Waived	\$5,900.00

- Displacement: 3.7L V6 DOHC
- Cylinders: 6
- Fuel type: Gas

Transmission

- Automatic
- All wheel drive

Interior

- AC, Heat
- Seat: Power driver
- Power windows, Power locks
- Cruise control
- Backup camera

Tires

- Size: 245/55R18

Notes

- Hail damage
- Driver side exterior mirror damaged

Oklahoma title

Title distribution may be delayed up to 14 days from verification of funds.

City of Tahlequah, OK Police Department

Tahlequah, OK 74464

504864 OB9528 - 1

2002 Ford F150 SuperCrew pickup truck

0% commission \$3,600.00
G - Listing Fee
Waived

- Miles: 255,588 on odometer
- Miles or hours may vary, unit still in use
- VIN: 1FTRW08L72KD39494

Engine

- Displacement: 5.4L V8 SOHC
- Cylinders: 8
- Fuel type: Gas

Transmission

- Automatic
- Four wheel drive

Interior

- AC, Heat
- Seat: Power driver
- Power windows, Power locks
- Cruise control

Tires

- Size: LT265/70R17

Notes

- Dash warning indicator: Service Engine Soon
- Four wheel drive dash indicator issues, will not turn off

Oklahoma title

Title distribution may be delayed up to 14 days from verification of funds.

City of Tahlequah, OK Police Department

Tahlequah, OK 74464

229114 OB9531 - 1 **2008 Chevrolet Silverado 1500 Ext. Cab pickup truck**

0% commission \$2,900.00
G - Listing Fee
Waived

- Miles: 193,381 on odometer
- VIN: 1GCEK19J08Z108434

Engine

- Displacement: 5.3L V8 OHV
- Cylinders: 8
- Fuel type: Gas

Transmission

- Automatic
- Four wheel drive

Interior

- AC, Heat
- Seat: Power driver
- Power windows, Power locks
- Cruise control

Tires

- Size: 265/79R17

Notes

- Dash warning indicator: Check engine, Airbag
- Dead battery

Oklahoma title

Title distribution may be delayed up to 14 days from verification of funds.

City of Tahlequah, OK

Tahlequah, OK 74464

257173	OB9526	-	1	2013 Ford Taurus Police Interceptor - Miles: 148,246 on odometer - VIN: 1FAHP2M85DG108059 Engine - Displacement: 3.5L V6 DOHC - Cylinders: 6 - Fuel type: Gas Transmission - Automatic - All wheel drive Interior - AC, Heat - Seat: Power driver - Power windows, Power locks - Cruise control Tires - Size: 245/55R18 Notes - Dash warning indicator: Check engine, TPMS - Center console missing <i>Oklahoma title</i> <i>Title distribution may be delayed up to 14 days from verification of funds.</i> <u>City of Tahlequah, OK Police Department</u> <u>Tahlequah, OK 74464</u>	0% commission G - Listing Fee Waived	\$2,400.00
504987	OB9524	-	1	2002 Audi A6 - Miles: 148,694 on odometer - VIN: WAUML64B42N136318 Engine - Displacement: 4.2L V8 DOHC - Cylinders: 8 - Fuel type: Gas Transmission - Automatic Interior - AC, Heat - Seat: Heated, Power driver, Power passenger - Power windows, Power locks - Cruise control - Sunroof Tires - Front: P245/45RF17 - Rear: 245/45ZR17 Notes Possible engine issues, turns over but will not start - Windshield chipped or cracked - Dead battery Non-operational unit - Unit must be towed or hauled	0% commission G - Listing Fee Waived	\$775.00

Oklahoma title

Mileage has not been verified. Exempt will be written in the odometer disclosure on the title.

Title distribution may be delayed up to 14 days from verification of funds.

City of Tahlequah, OK Police Department

Tahlequah, OK 74464

501746	OB9530	202	1	2001 Ford F150 pickup truck	0% commission G - Listing Fee Waived	\$575.00
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- Miles: Unknown
- VIN: 1FTHPF17L01NB56188
- Unit #: 202

Engine

- Displacement: 5.4L V8 SOHC
- Cylinders: 8
- Fuel type: Gas

Transmission

- Automatic

Interior

- AC, Heat

Tires

- Front: 245/75R16
- Rear: LT245/75R16

Notes

- Contents not included
- Light bar will be removed prior to auction
- Decals will be removed prior to auction
- Windshield chipped or cracked
- Dead battery
- **Non-operational transmission**
- **Non-operational unit**
 - Unit must be towed or hauled

Oklahoma title

Mileage has not been verified. Exempt will be written in the odometer disclosure on the title.

Title distribution may be delayed up to 14 days from verification of funds.

City of Tahlequah, OK

Tahlequah, OK 74464

485510	OB9522	-	1	2003 Cadillac Deville	0% commission G - Listing Fee Waived	\$400.00
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- Miles: Unknown
- VIN: 1G6KD54Y03U260912

Engine

- Displacement: 4.6L V8 DOHC
- Cylinders: 8
- Fuel type: Gas

Transmission

- Automatic

Interior

- AC, Heat
- Seat: Power driver, Power passenger, Heated
- Power windows, Power locks
- Cruise control
- Powered sunroof

Tires

- Size: 215/60R16

Notes

- Keys missing
- Dead battery
- Tires damaged, need replaced
- Unknown operating condition of powered sunroof
- **Non-operational** unit
 - Unit must be towed or hauled

Oklahoma title

Mileage has not been verified. Exempt will be written in the odometer disclosure on the title.

Title distribution may be delayed up to 14 days from verification of funds.

City of Tahlequah, OK Police Department

Tahlequah, OK 74464

485510	OB9523	-	1	2003 Cadillac Deville	0% commission G - Listing Fee Waived	\$375.00
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- Miles: Unknown
- VIN: 1G6KE57Y63U200111

Engine

- Displacement: 4.6L V8 DOHC
- Cylinders: 8
- Fuel type: Gas

Transmission

- Automatic

Interior

- AC, Heat
- Seat: Power driver, Power passenger, Heated
- Power windows, Power locks
- Cruise control

Tires

- Rear: P225/60R16

Notes

- Keys missing
- Rear door issues, will not open
- Tires damaged, will need replaced
- Windshield chipped or cracked
- Dead battery
- **Non-operational** unit
 - Unit must be towed or hauled

Oklahoma title

Mileage has not been verified. Exempt will be written in the odometer disclosure on the title.

Title distribution may be delayed up to 14 days from verification of funds.

City of Tahlequah, OK Police Department

Tahlequah, OK 74464

235799	OB9532	-	1	Approximately 23 Vertical phone systems	0% commission G - Listing Fee Waived	\$10.00
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- Cart not included

City of Tahlequah, OK

Tahlequah, OK 74464

9992	OB9525	-	1	2007 Chrysler 300	0% commission Z - Listing Fee Waived	\$0.00
- Miles: Unknown - VIN: 2C3LA43R97H724257						
Engine						
- Displacement: 2.7L V6 DOHC - Cylinders: 6 - Fuel type: Gas						
Transmission						
Automatic						
Interior						
- AC, Heat - Seat: Power driver - Power windows, Power locks - Cruise control						
Tires						
Size: 225/60R18						
Notes						
- Rodent damage - Tires damaged, need replaced - Dead battery Non-operational unit - Unit must be towed or hauled						
Oklahoma title Mileage has not been verified. Odometer discrepancy will be marked on the title. Title distribution may be delayed up to 14 days from verification of funds. <u>City of Tahlequah, OK Police Department</u> <u>Tahlequah, OK 74464</u>						
Bid total:						\$26,535.00

Commission	Description	Rate	Subtotal	
2	0% commission	0	\$26,535.00	\$0.00
Fee	Description	Amount	Subtotal	
Fee G	Fee Waived	\$0.00	\$26,535.00	\$0.00
Fee Z	Defaulted Item - Fee Waived	\$0.00	\$0.00	\$0.00
Tax	Description	Rate	Subtotal	
Total:			\$26,535.00	

Balance
Due To \$0.00
Seller:

AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between CHEROKEE COUNTY, a political subdivision of the State of Oklahoma, (hereinafter referred to as "County") and the CITY OF TAHLEQUAH, a municipal corporation of the State of Oklahoma, (hereinafter referred to as "City")

WHEREAS, County has established an Emergency Management Plan pursuant to the provisions of Oklahoma § 683.11; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Duration. The duration of this agreement shall be that period commencing on the 1st day of July, 2025 and terminating at midnight on the 31st day of June 2026, unless this agreement is sooner extended or terminated in accordance with the terms hereof.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Emergency Management" or "Comprehensive Emergency Management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergency and disasters, and aid victims suffering from injury or damage resulting from disasters caused by all-hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress.

B. "Emergency or Disaster" shall mean an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to Oklahoma § 683.11.

4. Services. County shall provide emergency management services as outlined in Oklahoma § 683.11 in accordance with the provisions of said chapter and as defined herein during the term of this agreement. Cherokee County shall perform all

services required by its Emergency Management Plan and/or Attachment "A" to this document. and

5. Compensation. County shall pay City upon execution of this agreement sum of **\$20,000** per year for all services rendered under the terms of this agreement. Payment is due and payable on the 1st of each year of the contract beginning July 1st, 2025. Cherokee County shall perform all services required by its Emergency Management Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by the State of Oklahoma. The City's unilateral decision to change its Emergency Management Plan to increase the services provided by the City to the County under this inter local agreement shall not result in an increase in the annual payment made by the County to the City as described in this Section, unless the same is incorporated into an amendment to this Agreement and executed by the authorized representatives of both parties.

6. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Cherokee County:	Cherokee County Board of Commissioners 213 W Delaware Tahlequah, OK 74464
------------------------	--

If to City of Tahlequah:	City of Tahlequah Mayor 111 S. Cherokee Ave. Tahlequah, OK 74464
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7. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

8. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the

Subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

9. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in the Emergency Management Plan, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in Oklahoma § 683.11

10. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Date this _____ day of _____, _____

CHEROKEE COUNTY

Attest:

By _____ Date _____

Approved:

By _____ Date _____

Bobby "Cub" Whitewater
District 1 Commissioner

By _____ Date _____

Chris Jenkins
District 2 Commissioner

By _____ Date _____

Clif Hall
District 3 Commissioner

CITY OF TAHLEQUAH

Approved:

By _____ Date _____

Suzanne Myers
Mayor, City of Tahlequah

Attest:

By _____ Date _____

Whitney Shaw
City Clerk

By _____ Date _____

John Tyler Hammons
City Attorney

ATTACHMENT A

Emergency Management Services

Preparedness and Prevention Support

- Provide guidance, training, and tools in development of Emergency Operations Plan (EOP)
- Provide emergency management overview for leaders and elected officials
- Provide introductory emergency management training/education for liaisons
- Provide Incident Command System (ICS) training opportunities
- Facilitate regional training and exercise program (needs assessment, coordination with State, course/exercise administration)
- Provide access to and training for the WebEOC application
- Prepare and submit annual emergency management program report to Oklahoma State Emergency Management Division
- Manage volunteer program

Mitigation Support

- Maintain the Hazard Mitigation Plan (HMP) coordination, development, and review
- Provide guidance, training, and tools in development of a Threat Hazard Identification Risk Assessment (THIRA); and subsequent annual review of THIRA

Response Support

- Provide access to and support from our 24-hour Duty Officer
- Activate and manage the Tahlequah/ Cherokee County Emergency Operations Center (EOC) as necessary
- Support coordination of multi-agency response to emergency incidents
- Provide alert, warning, and emergency public information (methods include, but are not limited to social media, and traditional media)
- Provide Public Information Officer and Joint Information System support
- Provide direction and control for emergency coordination efforts
- Establish and maintain situational awareness
- Provide logistical support

Recovery Support

- Facilitate disaster assessment
- Provide communication and general administrative assistance for Individual Assistance and Public Assistance programs with the ODEMHS in the event of declared disaster.



Memorandum of Understanding

Between the City of Tahlequah and the Cherokee County Detention Center

This Memorandum of Understanding (MOU) is entered into by and between the City of Tahlequah, a municipal government located in Cherokee County, Oklahoma (hereinafter referred to as "the City"), and the Cherokee County Detention Center, a correctional facility operated under the authority of Cherokee County (hereinafter referred to as "the Detention Center"). The purpose of this agreement is to establish the terms and conditions under which the Detention Center will provide meal services to individuals incarcerated as a result of actions taken by the Tahlequah Police Department.

Pursuant to this agreement, the Cherokee County Detention Center agrees to furnish meals to inmates who have been arrested, detained, or otherwise placed into custody by officers or agents of the Tahlequah Police Department and housed at the Detention Center. The Detention Center shall ensure that all meals provided meet applicable nutritional standards and comply with any relevant local, state, or federal guidelines governing inmate care.

In consideration for the services rendered, the City of Tahlequah agrees to compensate the Detention Center at a rate of **two dollars and seventy-five cents (\$2.75) per meal**. Payment shall be made by the City upon receipt of a detailed monthly invoice submitted by the Detention Center, outlining the number of meals provided during the billing period.

This agreement shall be effective beginning **July 1, 2025**, and shall remain in effect through **June 30, 2026**, unless otherwise amended or terminated in writing by mutual consent of both parties.

Both parties agree to cooperate in good faith to fulfill the intent of this MOU and acknowledge that this document reflects the understanding of the responsibilities and obligations of each entity for the term specified.

Suzanne Myers Date
Mayor, City of Tahlequah

TJ Girdner Date
CCDC Administrator

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-96997-1

4/2/2025 10:10 AM

6/30/2025

Client:

City of Tahlequah, OK

Bill To:

TAHLEQUAH CITY, OKLAHOMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sales Operations		salesops@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	CivicPlus Payments	CivicPlus Payments to be applied to product	USD 0.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Annual Renewal	CivicRec Annual Renewal	USD 3,993.83
1.00	CivicPlus Payments - Merchant Fees (MFTCPA)	Per Tran .30 ACH 1% ACH Max \$5 ACH Reject \$15 CC 3% AMEX 3.5% Dispute \$15	USD 0.00

Total Investment - Initial Term	USD 3,993.83
Annual Recurring Services (Subject to Uplift)	USD 3,993.83

Initial Term	6/30/2025 - 6/29/2026, Renewal Term 6/30 each calendar year
Initial Term Invoice Schedule	100% invoiced on Initial Term start date
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-96997-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



**CODEPAL RENEWAL
AGREEMENT**

**Codepal Toolkit,
by Sybatech, Inc.
PO Box 9047
Springfield, IL 62791**

**Telephone 217-787-1133
Facsimile 217-787-1171
www.Codepaltoolkit.com**

Subscriber's Business Name and Address	City of Tahlequah ATTN: Randy Powell 111 South Cherokee Street Tahlequah OK 74464	Primary Contact	Randy Powell
		Title	IT Manager
		Email Address	sysadmin@cityoftahlequah.com
		Contact phone #	(918)456-0651 Ext 1275
Mailing Address (if different with an email address)		Company Phone	(918)931-1953
		Offering Begin Date: July 31, 2025 Offering End Date: July 30, 2026	

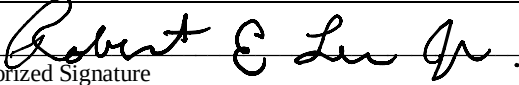
CODEPAL RENEWAL AGREEMENT

Subscriber and Codepal agree that this CODEPAL RENEWAL AGREEMENT, dated May 21, 2025. Any definitions from the PROPOSAL AND PRODUCT OFFERING shall have the same meaning in this CODEPAL RENEWAL AGREEMENT.

Totals from Above		Managing Administrative User		Standard Client User		Read Only User		TOTAL
		Old	New	Old	New	Old	New	
		1	0	8	0	0	0	
	Codepal Annual Maintenance Support	This client falls under previous pricing model.						\$ 4000
	Microsoft Azure Government	Production Database Hosting						\$ 1500
Estimated Total							\$ 5500	
*** The fees listed herein are subject to change upon a Product Order Agreement, Contract or other written documentation duly executed by both parties (Subscriber and Codepal). ***								
Payment Terms						Year 2025		
	Annual Fees Total	1 year at \$5500(five thousand five hundred US Dollars)			\$ 5500			
There will be a 3% charge for credit card payments.								

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

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

SUBSCRIBER:			CODEPAL Inc.		
By: _____ Authorized Signature			By:  Authorized Signature		
Printed Name:			Printed Name:	Robert E. Lee	
Title:		Date:	Title:	President	Date: 05/21/2025

ALL PRODUCT OFFERING DEFINITIONS

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

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

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

1.1 Users Definitions.

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

1.2 Local Services.

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

1.3 Web Services.

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

1.4 Up Front Costs

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

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

1.6 **Database Hosting.**

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

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

1.7 **Collaborative Support**

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

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

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

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

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

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

Not used

-- End --



davenportgroup

City of Tahlequah, OK

Data Center Project

DG12928

your **davenport group** representative

Ben Gremillion

Sr. Account Executive

bgremillion@davenportgroup.com

cell: 405-201-8050

corporate: 877-231-9114

Quote



Prepared For

City of Tahlequah, OK
111 S Cherokee
Tahlequah, OK 74464

Quote Number DG12928
Quote Date 05/15/2025
Quote Expiration 06/11/2025

Randy Powell
rpowell@tahlequah.gov

Contract Code
OMES - Oklahoma Contract Code SW1020D

Hardware and Services - OMES SW1020D

Qty	Description	Unit Price	Ex. Price
2	PowerEdge R660xs Server Trusted Platform Module 2.0 V5 2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 1 CPU Intel Xeon Silver 4514Y 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400 (16) 16GB RDIMM, 5600MT/s, Single Rank (8) 1.2TB Hard Drive ISE SAS 12Gbps 10k 512n 2.5in Hot- Plug BOSS-N1 Controller Card + with 2 M.2 480GB - (RAID 1) Raid 5 PERC H755 SAS Front No Operating System iDRAC9, Enterprise 16G Broadcom 5720 Dual Port 1Gb On-Board LOM Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0 Dual, (1+1) Redundant, Hot-Plug Power Supply, 800W MM (100-240Vac) (2) Power Cord - C13, 3M, 125V, 15A Riser Config 3, Low Profile, 1x16 LP Slots (Gen4) PowerEdge 1U Standard Bezel ReadyRails Static Rails for 2/4-post Racks (A8) ProSupport 4-Hour 7x24 Technical Support and Assistance - 3 Year ProSupport 4-Hour 7x24 Onsite Service - 3 Year	\$8,250.00	\$16,500.00
4	Dell Networking Cable, SFP+ to SFP+, 10GbE, Passive Copper Twinax Direct Attach, 2 Meter	\$55.00	\$220.00
1	Davenport Group Engineering Services	\$9,000.00	\$9,000.00
Sub-Total			\$25,720.00

Quote



Microsoft Licensing

Qty	Description	Unit Price	Ex. Price
120	Microsoft Windows Server 2025 - 1 User CAL Perpetual License	\$50.00	\$6,000.00
4	Microsoft Windows Server 2025 Standard - 16 Core Perpetual License	\$1,176.00	\$4,704.00
Sub-Total			\$10,704.00

Total \$36,424.00

Payment Terms



Payment Terms: Terms of payment for products, software, subscriptions, and maintenance are Net 30 from date of invoice, unless otherwise agreed upon. Pricing provided in this quote is valid through the expiration date stated above, after which pricing is subject to change. Davenport Group Care Services are considered maintenance for the purpose of these terms. A separate invoice for Davenport Group Professional Services will be issued upon completion of those services; the terms will be Net 30 from date of the invoice. Recurring invoices require payment upon receipt of invoice. Recurring contracts will be reconciled (i.e. "trued up") and an invoice adjustment will be made to match the preceding term's actual use. For metered products billed periodically based on usage, recurring and true-up invoices all require payment upon receipt of invoice. Cancellation of non-term and/or out-of-contract software contracts requires 30 days' written notice.

If a software product includes the ability for the Customer to add additional services, capacity, and/or users, invoices for any added and/or altered expenses will be reconciled (i.e. "trued up") and an invoice adjustment will be made based on the preceding term's actual use. In some circumstances, subscription renewals may renew under supplier provisions that may affect pricing.

Pricing and Tariff Disclosure: All products listed on this quote may be subject to tariffs imposed by governmental authorities. Tariff charges are not included in the quoted prices and will be added to the applicable invoice. Davenport Group reserves the right to cancel orders if payment is not received according to the terms specified above.

Block Hour Payment Terms: Payment is due in advance, upon receipt of invoice.

Return Policy: Davenport Group does not offer a return policy unless a product is confirmed defective by the manufacturer. In the event of a product defect, Davenport Group will engage the manufacturer under their terms and conditions for replacing or rectifying the defective product.

Customer Inspection of Shipment: Customer is responsible for inspecting all shipments upon receipt. If any discrepancies or damaged items are identified, the customer must notify Davenport Group within 3 business days of receipt of shipment. Failure to notify us within this specified time period will result in Davenport Group being unable to take any corrective action.

By proceeding with the purchase, the customer acknowledges and agrees to adhere to these terms regarding payment terms, returns, inspections, and notifications of discrepancies or damaged items. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

*Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published, or distributed beyond Customer organization, without the express prior written consent of Davenport Group.

Thank you for your business!

Signature

Date

Purchase Order Information



If applicable, please enter the PO Number and Shipping Address below.

**These fields are optional*

PO Number _____

Ship to Name _____

Street _____

City _____

State
**Use 2 Character Abbreviation* _____

Postal Code _____



davenportgroup

City of Tahlequah, OK

Statement of Work Data Center Project

May 15, 2025

Presented by:
Ben Gremillion

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1. Client Information

Client Name	City of Tahlequah, OK
Client Contact	Randy Powell rpowell@tahlequah.gov 918-525-4728
Client Address	111 S Cherokee
Additional Sites (if applicable)	

2. Statement of Work

This Statement of Work (“SOW”) is entered into as of the date of the last signature below (“Effective Date”) and sets forth the terms under which City of Tahlequah, OK (“Client”) has engaged Davenport Group, Inc. (“Davenport Group”) to provide the services described hereunder (the “Services”).

This SOW is an offer that is valid for thirty days. If the Client executes this SOW within that time, then it will become a valid and binding SOW.

2.1 Scope

- Install and configure two (2) Hyper-V hosts

2.2 Assumptions

Davenport Group has made the following assumptions while specifying the Services detailed in this SOW:

- The provision of the Services does not include the development of any intellectual property created solely and specifically for the Client under this SOW.
- Business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. local Client time. Services will be performed during business hours, unless mutually agreed upon in writing.
- Service engagements will utilize full contiguous business days, unless mutually planned and agreed upon.
- Client’s network infrastructure is stable and is the same across all its sites.
- This SOW is for remote as well as on-site services. If travel is required for on-site services, which only includes contiguous work effort, this SOW includes travel to one domestic location within the continental United States. Travel to other locations is out of scope unless otherwise stipulated within this SOW.
- Davenport Group is not responsible for resolving compatibility or other types of issues that cannot be resolved by the manufacturer, or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
- For a timely and successful implementation to occur both the Client and Davenport Group must work together and requests for assistance by Davenport Group need to be responded to in a timely manner. Client will work with Davenport Group to ensure that the necessary Client information, appropriate documentation, and the ability to gain access to the necessary Client resources, personnel, and facilities happen as promptly as possible.
- If issues present themselves that prevent the Client from meeting its obligations as set forth in this SOW, Davenport Group may adjust the timeline or costs as necessary and will provide the Client notice of any changes.

Statement of Work



- Davenport Group is not responsible for application malfunctions or conflicts between Client applications.
- Davenport Group engineers shall not perform engineering and/or consulting tasks that are outside their skill sets and experience. Davenport Group engineers may decline a service request if the request falls outside the scope of their experience and expertise.
- Cyber threat detection, remediation and/or resolution are not in scope and would require a specific SOW.

3. Services

3.1 Planning

- Dialog with Client's IT staff to determine design goals and project requirements that are agreed to by Davenport Group and the Client.
- Review existing environment for technical readiness requirements.
- Review installation requirements.
- Review network configuration.
- Review operating systems and application versions.
- Make recommendations for any environmental changes that may be required to ensure work herein is completed successfully.
- Create a timeline and task list.
- Ensure Client reviews, accepts, and abides by the terms and conditions.

3.2 Services

- Install and configure new Hyper-V hosts.
- Install new virtual machines running Windows Server.
- Configure 2 as domain controllers and migrate domain roles as configured to new hosts.
- Configure 1 as DHCP server and migrate scope information and roles.
- Configure 1 as file server.
- Migrate file server data.
- Cut over IP address and server names for fileserver data access.
- Training and turn-over.

4. Out of Scope

4.1 Excluded Services

Both Davenport Group and the Client acknowledge that only the services outlined in this SOW will be performed by Davenport Group.

4.2 Change Management

The Change Management Process (“Change Management Process”) is the process that governs changes to the scope of the Service during the Term of this SOW, as described below.

Changes to scope beyond what is listed within this SOW, must be documented in writing with a Request for Change Form (attached here as Attachment B), and signed and approved by both parties as an amendment to this Statement of Work. If additional costs are applicable, they will be noted in the Request for Change Form.

5. Client Responsibilities

- Client will promptly notify Davenport Group in writing of a) any changes Client makes to its information technology environment (“Environment”) that may impact Davenport Group’s performance of the Services; and b) if Client becomes aware that any of the Assumptions set forth herein are incorrect.
- Client will maintain a backup of all data and programs on affected systems prior to Davenport Group performing the Services and during the term of the SOW. Davenport Group will have no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- Prior to the start of this SOW, Client will provide to Davenport Group, in writing, contact information for a single point of contact (the “Client Contact”) who will ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such Client Contact. Failure to assign a Client Contact might result in an increase in project hours, length in schedule, and/or an increase in costs needed to complete the services.
- Client will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services (“Technical Contacts”). Davenport Group may request that meetings be scheduled with Technical Contacts.
- The Client Contact will have the authority to act for Client in all aspects of the Service including bringing issues to the attention of the appropriate persons within Client’s organization and resolving conflicting requirements.
- The Client Contact will ensure that any communication between Client and Davenport Group, including any scope-related questions or requests, are made through the appropriate Davenport Group project management personnel.
- The Client Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- The Client Contact will ensure attendance by key Client contacts at Client meetings and deliverable presentations.
- The Client Contact will obtain and provide project requirements, information, data, decisions, and approvals within one working day of the request, unless both parties agree to a different response time.
- Client may be responsible for developing or providing documentation, materials and assistance to Davenport Group and agrees to do so in a timely manner. Davenport Group shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Client’s failure to provide such timely documentation, materials, and assistance.
- Client will ensure the Services personnel have reasonable and safe access to the project site, a safe working environment, an adequate office space, and parking as required.

Statement of Work



- Client will inform Davenport Group of all access issues and security measures and provide access to all necessary hardware and facilities.
- Client is responsible for providing access to all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- Client will secure applicable and appropriate data center rack space, electrical capacity, network capacity and required third-party hardware, software or documentation **in advance** of the installation date.
- It is the Client's responsibility to obtain any and all prerequisite software licenses, certificates, codes, etc.
- If applicable, Client will have procured any required OS media, certificates, and product keys.
- If applicable, Client will locate OS certificates and register them online in order to generate appropriate license keys.
- If applicable, Client will ensure all required and/or appropriate Windows' licenses have been purchased prior to doing any P2V conversion. Windows' licenses purchased OEM with a physical server **cannot** be transferred to another server, physical or virtual.
- Client is responsible for all elements of system security. Industry best practices should be used by the Client for creating, issuing, managing, disabling, and revoking user IDs and passwords for Davenport Group personnel.
- Client will provide Davenport Group in writing with any restrictions or requirements regarding the Davenport Group consultant's use of personal equipment in advance of the commencement of the project.
- Client will provide access to telephone if cellular phone service is not operational within the datacenter and/or work area.
- Client will provide a computer connected to Client's network for the purpose of administration and testing. This computer needs to be freely available throughout the entire installation process.
- Client will ensure the Services personnel have secure remote access to all necessary systems at the Project site, sufficient for remote completion of all services work.
- Client agrees to notify Davenport Group immediately of any unauthorized use of Client Accounts or any other breach of security.

6. Acceptance and Authorization

The advice, recommendations, work product, and deliverables provided as part of this engagement were developed for the Client management and is not intended for use by any other party or for any other purpose and should only be relied upon by Client management. Decisions, actions or inactions, related to the advice and recommendations of this assessment, provided by the services, are the responsibility of the Client.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have signed this SOW as of the Effective Date.

City of Tahlequah, OK

Davenport Group, Inc.

Signature

Name

Title

Date

Signature

Name

Title

Date

7. Attachment A: General Terms and Conditions

This Statement of Work (SOW) is subject to and governed by the terms and conditions set forth in OMES Contract SW1020D. These terms shall apply to all services, deliverables and any related hardware described in the SOW. Both parties acknowledge and agree to be bound by these terms and conditions in the execution and performance of this SOW.

8. Attachment B: Request for Change Form

GENERAL INFORMATION			
RFC Number:		Revision Number:	
Create Date:		Revision Date:	
RFC Title:			
SOW/Contract Title:			
Customer Name:	Name:	Email:	Phone:
Change Initiator: (prepared by)	Name:	Email:	Phone:
SCOPE OF CHANGE			
Reason for Change:			
Description of Desired Change:			
Effect of Change:			
	<i>In the fields below, identify impact to Budget, Schedule, Quality, Quantity, Resources, and Cost; insert n/a if not applicable</i>		
	Budget:	Schedule:	Quality:
	Quantity:	Resources:	Cost:
	Cost to be paid by:		
TERMS & CONDITIONS AND SIGNATURE			
This Request for Change Form ("RFC") is governed by and subject to the terms and conditions specified in the associated SOW. If applicable, the Agreement is incorporated by reference in its entirety into this RFC and the parties acknowledge having read and agree to be bound by the Agreement. In the event of a conflict or inconsistency between the provisions of this RFC and the provisions of the SOW or the Agreement, as the case may be, the provisions of this RFC will take precedence. Unless specified otherwise in the Reason for Change section, this RFC shall take effect on the latest signature date. Signatures below evidence acceptance of the change detailed above.			
Davenport Group		Client	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

Please e-sign or fax/email signed copy to your Davenport Group Account Executive

Davenport Group Partner Services Subscription Agreement

This Partner Services Agreement (the “Subscription Agreement”) is entered into between City of Tahlequah, OK, hereinafter referred to as “Client”, and Davenport Group Inc., hereinafter referred to as “Authorized Partner”.

1. Managed Services:

The Client hereby subscribes to the Managed Services described in Table 1.1 below.

Table 1.1

Description	Payment Terms	Billing Cycle	Term (Mo)	Payment Amount	Total Amount
Microsoft Windows Server 2025 - 1 User CAL Perpetual License	Net 30	Once	Perpetual	\$6,000.00	\$6,000.00
Microsoft Windows Server 2025 Standard - 16 Core Perpetual License	Net 30	Once	Perpetual	\$4,704.00	\$4,704.00

2. Payment Terms:

Table 1.1 outlines the products, payment terms, billing cycle (as applicable), term duration (for subscriptions), payment amount, and total amount. Perpetual licenses require upfront payment in full and are billed once. Subscription services are billed according to their specified term and billing cycle.

3. Subscription Term and Billing Cycle:

The subscription term’s estimated commencement date will begin on **July 1, 2025**. Payment Amount will be billed on a one-time basis for the subscription term.

4. Renewal and Pricing Terms:

- 4.1 This subscription agreement does not contain an automatic renewal provision for successive terms. Davenport Group agrees to provide Client written notification sixty (60) days prior to the current term expiration date requesting Client’s intent to renew.
- 4.2 Renewal or Pricing Changes: Any changes to pricing will be communicated to the Client at least 30 days prior to the commencement of the renewed term.

5. Early Termination:

In the event of early termination by the Client, the Client shall be responsible for the guaranteed term of engagement listed in Table 1.1 and the balance of fees shall be due immediately.

6. Acknowledgment of Third-Party Vendor Terms and Conditions:

Client acknowledges and understands that their use of the services or user licenses provided by Davenport Group is contingent upon acceptance and compliance set forth by the third-party vendor's terms and conditions supplying the services or licenses. Client acknowledges that Davenport Group shall not be liable for any breach of these terms and conditions by Client. Client agrees to review and comply with the applicable third-party vendor terms and conditions governing their use of the services or user licenses. The EULAs (End-User License Agreements) pertaining to our Third-Party vendors are located at <https://davenportgroup.com/eula>.

7. Authorized Partner Responsibilities:

Davenport Group is an authorized reseller partner of the Vendors and acting on its own behalf to resell the Services or User Licenses listed in Table 1.1. Davenport Group is not an agent or fiduciary of the Vendor(s). Davenport Group shall coordinate with the Vendor to ensure Client receives the Services listed in Table 1.1 but is not responsible for any Vendor's failure to provide or support the Services in accordance with the applicable Vendor terms.

Davenport Group Partner Services Subscription Agreement



8. Acceptance and Authorization:

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Subscription Agreement effective as of the date of last signature below.

City of Tahlequah, OK

Davenport Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party:	Serviced Customer Location:
Name: City of Tahlequah Street: City Hall 111 S Cherokee City: Tahlequah State: OK Zip: 74464 Contact Name: Contact Email: Contact Phone: Invoice Email: blambert@tahlequah.gov	Name: Tahlequah Municipal Airport - TQH Street: 2100 Airport Parkway City: Tahlequah State: OK Zip: 74464 Contact Name: Brian Lambert Contact Email: blambert@tahlequah.gov Contact Phone: 918-431-4139 / 918-708-5600

The Effective Date of this Agreement starts on 7/1/25.

The Term of this Agreement shall be for a period of 1 year(s) from Effective Date.

SERVICES	
☐ Periodic/ Pre-Season Maintenance	
☐ Equipment Restoration	Select
☒ Data Services – NADIN	Modem
☐ Data Services - ALIS	
☐ Data Services - RCR	
☐ Other Data Services	

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS ☐	Select	Select	Select	
DME ☐	Select		Select	
GS ☐	Select		Select	
LOC ☐	Select		Select	
VOR ☐	Select		Select	



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers ☐	Select	Select	Select	
NDB ☐	Select		Select	
RVR ☐	Select		Select	
RWIS Runway/Road ☐	Select	Select	Select	

	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
☐	Approach Lighting		
☐	Bolt Torquing		
☐	CCR PMA		
☐	Control Tower		
☐	Moventor Skiddometer		
☐	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	\$ 1,283.00	Annually
Pricing Year Two	\$	Select
Pricing Year Three	\$	Select
Pricing Year Four	\$	Select
Pricing Year Five	\$	Select
Contract Total	\$ 1,283.00	

FEE SCHEDULE	
Unplanned Outage Fee	\$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	\$ 1780 per day
Holiday Visit Fee	\$ 700 additional per day
Cancellation/Delay Fee	\$ 700 per day



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- ☐ Airfield Lighting Statement of Work
- ☐ AWOS & Navaid Statement of Work
- ☒ Data Services Statement of Work
- ☒ DBT Terms and Conditions
- ☐ RWIS Maintenance Statement of Work
- ☐ Additional Notes and Attachments

Customer requested to align the renewal with fiscal year (July-June). We added May 2025 and June 2025 to this renewal. Standard renewal is \$1,100.00 per year.

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: *Nick J Haines*
ENG

Title: Chief Executive Officer

Date: 5/19/25

Contracted Party

By:

Title:

Date:

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

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

- 1) This agreement shall be in effect from the date of its approval by both parties through June 30, 2026. Thereafter this agreement may be renewed for successive one-year periods corresponding with the City’s fiscal year of July first through June thirtieth. The agreement shall expire automatically on June thirtieth unless the District Court and the governing body of the City renew the agreement for another year. If either party desires to let the agreement expire, that party shall notify the other party in writing of its desire by the first day of May of the fiscal year preceding expiration.
- 2) Either party may request a modification of the agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of any negotiations concerning amendment.

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

OBLIGATION OF THE CITY

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

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

efforts to locate the parent, guardian, or responsible adult to take custody of the juvenile. Upon a failure to locate an appropriate responsible adult, the City may refer the juvenile to the District Court or may retain custody of the juvenile in a location separate from the jail until the impediment to release is resolved.

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

OBLIGATIONS OF THE DISTRICT COURT

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

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

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

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

District Court and will advise the City of its findings prior to the arraignment in Municipal Court.

- 7) As needed, representatives for the contracting parties may meet to discuss improvements in any process implemented under this agreement.

STATUS OF VARIOUS EMPLOYEES/CONTRACTORS

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

APPROVED AND SIGNED this _____ day of _____, 2025.

PRESIDING JUDGE
FIFTEENTH JUDICIAL DISTRICT

DISTRICT ATTORNEY, DIST. NO. 27

PASSED AND APPROVED by the Mayor and Council of the City of Tahlequah, Oklahoma this 2nd day of June, 2025.

CITY OF TAHLEQUAH, OKLAHOMA

MAYOR, Suzanne Myers

ATTEST:

CITY CLERK, Whitney Shaw

APPROVED as to form:

CITY ATTORNEY, John Tyler Hammons



Lease Agreement

This Lease Agreement ("Agreement") is entered into on this 1st day of July, 2025, between DOCServices, Inc. ("Lessee") and the City of Tahlequah ("Lessor") and is for the use of the Senior Citizens Building located at 230 E. 1st Street, Tahlequah, OK 74464 ("Facility") by Lessee subject to the below mentioned terms. Lessee shall use such Facility to conduct a nutrition and supportive services program for Tahlequah Area Senior Citizens.

This Agreement shall commence July 1, 2025, and continue for one (1) year, unless extended in writing signed by both parties ("Term"). This Agreement may be terminated by either party upon written notification, providing a minimum of sixty (60) days' notice.

Lessee Agrees to the following:

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

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

Lessor Agrees to the following:

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

Notice may be served on the parties as follows:

- a. If to Lessor:
Name: Suzanne Myers
Title: Mayor
Address: 111 S. Cherokee, Tahlequah, OK 74464
- b. If to Lessee:
Name: DOCServices, Inc.
Title: B.J. Mooney, Executive Director
Address: PO Box 848, 36 North, Miami, OK 74355
- c. Any notice authorized or required to be given hereunder will be given in writing, which includes email, and sent to the designated persons above. Notice by mail will be by certified mail and will be deemed effective three (3) business days after posting. Notice by email will be effective upon being sent.
- d. Either party may change the notice address by giving notice to the other as required herein.

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

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

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

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

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

(LESSOR OFFICIAL)

(TITLE)

(LESSEE OFFICIAL)

(TITLE)



May 6, 2025

To the Mayor and City Council
City of Tahlequah, Oklahoma

You have requested that we compile the financial statements of the City of Tahlequah, Oklahoma ("City"), which comprise the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our Responsibilities

The objective of our engagement is to:

- a. Compile financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you; and
- b. Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

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

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

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

In addition, the document we submit to you will include other supplementary information. We will compile the supplementary information, but we will not audit or review such information, nor express an opinion, a conclusion, or provide any assurance on it.

What inspires you, inspires us. | eidebailly.com

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

Management Responsibilities

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

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

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

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you
- Propose journal entries to be reviewed and approved by management

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

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

Our responsibilities and limitations of the engagement are as follows:

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

Reporting

We will issue a written report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement.

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Other

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

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

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

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

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

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

Brian Stavenger is the engagement partner for the services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the accountant's report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a technology fee. Invoices are payable upon presentation. Our fees for the compilation will be as follows:

Preparation of the Annual Financial Report	\$ 43,525
Technology Fee	<u>2,176</u>
Total	<u>\$ 45,701</u>

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

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

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

Should our relationship terminate before the compilation procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

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

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

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

We agree to retain our documentation or work papers for a period of at least eight years from the date of our report.

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

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

MEDIATION

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

LIMITED INDEMNITY

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

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

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

LIMITATION OF LIABILITY

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

TIME LIMITATION

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

GOVERNING LAW AND VENUE

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

ASSIGNMENTS PROHIBITED

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

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our compilation of the financial statements including our respective responsibilities.

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

Respectfully,



Brian Stavenger, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

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

Name: _____

Title: _____

Date: _____



KI BOIS Area Transit System

Division of KI BOIS Community Action Foundation

Service Agreement

This agreement made and entered into this 1st day of July, 2025, by and between the City of Tahlequah (hereinafter CITY) and KI BOIS Area Transit System (KATS).

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

1. The CITY finds that KATSW performs functions that are for a public purpose, specifically the providing of transportation services in and around the Tahlequah area.
2. KATS agrees to continue to provide transportation services and to make public transportation available in and around the Tahlequah area per KATS scheduled operating hours.
3. The term of this agreement shall be for the CITY Fiscal Year 2025-2026, beginning July 1, 2025, and ending June 30, 2026.
4. KATS will provide the CITY with data and other pertinent ridership information to keep the CITY informed of the operational matters of the public transportation if requested.
5. In consideration of the mutual promises, covenants and agreements hereinabove set forth, the CITY agrees to provide funding in the amount of fifty thousand dollars (\$50,000) per year; said funding to be used for capital matching funds allowing KATS to acquire passenger vehicles to be used for providing public transportation services in the Tahlequah area.
6. The parties hereto agree that the above compensation shall be the full and complete compensation to be paid by the CITY to KATS for services provided and that this agreement is limited to the terms set forth above.

KI BOIS Area Transit System

Charla Sloan, Transit Director

City of Tahlequah, Oklahoma

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk

City of Attorney



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

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

Executive Director,
Wayne Ryals

Contract For Services

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

1. City-Wide Recycling Program:

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

Contact Person: Chris Armstrong

Phone Number: 918-931-1957

Contact Term: July 1, 2025, through June 30, 2026, with the option to automatically renew for one year (1) by agreement of both parties. Renewal Term: July 1, 2026 through June 30, 2027.

Service Details:

OPC agrees to provide recycling services at a rate of \$2,108.00 per month, due by the 10th of each month.

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

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

Responsibilities:

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

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



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

Executive Director,
Wayne Ryals

Additional Provisions:

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

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

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

Insurance:

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

2. City-Wide Road Litter Pickup:

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

Contact: Chris Armstrong

Phone Number: 918-931-1957

Contract Period: July 1, 2025, through June 30, 2026, with the option to automatically renew for one (1) year by agreement of both parties.

Service Details:

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

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

Scope of Service:

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



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Executive Director,
Wayne Ryals

Insurance:

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

Payment Terms:

Recycling Services: OPC agrees to provide recycling services at a rate of **\$2,108.00** per month.
Road Litter Pickup: OPC agrees to provide road litter pickup at a rate of **\$2,662.00** per month.
The total payment due to OPC for both services amount **\$4,770.00 per month**. Payment is due by the 10th of each month.

Subject to the termination provisions hereinafter set forth, the primary term of the Agreement shall be one (1) year commencing on the Effective Date July 1, 2025, and ending on June 30, 2026 ("Term"), this Agreement shall automatically be renewed for successive one (1) year periods ("Renewal Term") unless either party gives written notice to the other party of its intent to terminate at the then current Term or Extended Term. Such written notice should be delivered at least on sixty (60) days prior to the end of the current Term.

FIRST PARTY

Tahlequah City Authorized Agent

DATE: _____

SECOND PARTY



Wayne Ryals, Executive Director (OPC)

DATE: 5/27/25

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "Agreement") is being made on 06/02/2025, by and between City of Tahlequah, located at 111 S Cherokee, Tahlequah, Oklahoma 74464 (the "**CLIENT**"), and Mike Palmer, located at 15935 Hwy 51, Tahlequah, Oklahoma 74464 (the "**CONTRACTOR**"). The full name, address, email address and phone number of both parties appear again at the end of this document.

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

WORK TO BE PERFORMED: CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 07/01/2025 and for an indefinite period thereafter, until CONTRACTOR's services are no longer needed by CLIENT. The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

Golf Course (Riverlinks)

- Boom/Broadcast Herbicide (Annual)
- Cool/Water Greens (As Needed)
- Top Dress/Aerate Greens (Annual)
- Mow Greens (As Needed)
- Spray Fertilize Greens and Pesticides (As Needed)
- Consult with Rec Department for their grass management practices (As Needed)
- Spot spray invasive species (As Needed)

Anthis-Brennan

- Boom/Broadcast Herbicide (Annual)
- Spray non-selective herbicide on fence lines (As Needed)
- Consultation with recreation department on grass management practices (As Needed)
- Spot spray invasive species (As Needed)

SCOPE OF WORK: CONTRACTOR's required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. All work performed by CONTRACTOR for CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform any and all responsibilities and duties that may be associated within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained in this Agreement and shall have full discretion within the Scope of Work but shall not engage in any activity which is not expressly set

forth by this Agreement without first obtaining prior written authorization from CLIENT.

INDEPENDENT CONTRACTOR: CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an **independent contractor** and shall not be deemed an employee, partner, agent, or joint venture of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement-including all applicable income taxes and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The CONTRACTOR further acknowledges and recognized that s/he shall complete and return to the CLIENT an IRS Form 1099 and related tax statements. The CONTRACTOR herein pledges and agrees to indemnify the CLIENT for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CLIENT as a result of CONTRACTOR's failure to make such required payments. Upon demand, CONTRACTOR shall provide CLIENT with proof that such payments have been made.

EQUIPMENT & MEANS OF SERVICE: The CLIENT may, in its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. CONTRACTOR shall select the routes taken, days he/she is available to work, and manner in which the work is to be performed. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

COMPENSATION: In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR as follows:

Compensation Terms:

Total Annual Compensation Amount: \$40,685

Said compensation shall become due and payable to the CONTRACTOR upon receipt of an invoice by the CLIENT. The invoice must include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; and (c) a description of the work performed. CONTRACTOR's invoices shall be payable pursuant to the following schedule and method:

Compensation Schedule: Bi-monthly

Compensation Method: Check by mail

EXPENSES: CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to all fertilizer, herbicide, and other necessary chemicals, automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement; and cost associated with securing all materials or products necessary for the work contemplated by this Agreement.

CONTRACTORS REPRESENTATIONS AND WARRANTIES: The CONTRACTOR hereby represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon request by the CLIENT. The CONTRACTOR also represents and warrants that his/her relationship with the CLIENT will not cause or require that s/he breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the CONTRACTOR acknowledges that s/he has not brought and will not bring or use in the performance of his or her duties for the CLIENT any proprietary or confidential information, whether or not in writing, of a former contracted company or other entity without that entity's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the breach occurring.

DEFINITION OF "PROPRIETARY INFORMATION": For the purpose of this Agreement, "*Proprietary Information*" shall include, but is not limited to, any information, observation, data, written materials, records, documents, drawings, photographs, layouts, computer programs, software, multi-media, social media, firmware, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, work products, logo, system, promotional ideas and material, customer lists, customer files, needs, practices, pricing information, process, test, concept, formulas, method, marketing information, technique, trade secrets, products and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the CLIENT, its affiliates, subsidiaries or other related entities. The CONTRACTOR herein acknowledges that the CLIENT has made, or may make, available to the CONTRACTOR its Proprietary Information including, without limitation, trade secrets, inventions, patents and copyrighted materials. The CONTRACTOR acknowledges that this information has economic value, actual or potential value, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that this information is subject to a reasonable effort by the CLIENT to maintain its secrecy and confidentiality. The CONTRACTOR shall comply with any reasonable rules established from time to time by the CLIENT for the protection of the confidentiality of any Proprietary Information.

OWNERSHIP OF SOCIAL MEDIA: The CLIENT shall have sole ownership over any social media contacts acquired throughout the CONTRACTOR's term of service, including, but not limited to: "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network that has been used or created on behalf of the CLIENT.

RETURN OF PROPRIETARY INFORMATION: Any and all documents, records and books which may be related to the Description of Services as set forth in this Agreement, or any other Proprietary Information shared with CONTRACTOR, shall be maintained by the CONTRACTOR at his/her principal place of business and be open to inspection by the CLIENT during regular working business hours. The documents, records and books which the CLIENT shall have the right to inspect and receive copies of include, but are not limited to, any and all contract documents, any change or purchase orders, and any other items related to the work which has been authorized by the CLIENT on an existing or a potential project related to the services contemplated by this Agreement. Upon termination of this Agreement, or upon the request of CLIENT, the CONTRACTOR shall promptly and immediately deliver to CLIENT any and all property in its possession or under its care and control, including but not limited to, documents, records, or books, or any other Proprietary Information such as customer names and lists, trade secrets and intellectual property, or items such as computers, equipment, pass keys, tools, plans, recordings, software, and all related records or accounting/financial information. CONTRACTOR acknowledges that any breach or threatened breach of this Section of the Agreement will result in irreparable harm to CLIENT for which monetary damages could be an inadequate remedy. Therefore, CLIENT shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach by CONTRACTOR as outlined in this Agreement. Such equitable relief shall be in addition to CLIENT's rights and remedies otherwise available to law.

PATENT APPLICATIONS: Excluded from this Agreement are any inventions and/or improvements which are related to the CLIENT's business that were made by the CONTRACTOR prior to commencement of this Agreement as follows: (i) as embodied in the United States Letters Patent or any application for a United States Letters Patent that was filed prior to commencement of this Agreement; or (ii) one in the possession of a former company who has already applied and who now owns the invention; or (iii) as set forth in any attachment hereto. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by the CONTRACTOR that s/he deems to be excluded from the scope of this Agreement and CONTRACTOR hereby releases the CLIENT from any and all claims by the CONTRACTOR by reason of any use by CLIENT of any invention heretofore made or conceived by the CONTRACTOR.

EXCLUSIVITY, MARKETING AND ADVERTISING: CONTRACTOR understands that while working on an assignment provided by CLIENT, he/she represents CLIENT and not any other business, including his/her own business. While on assignment for CLIENT, CONTRACTOR shall not advertise his/her own business, shall not solicit work for him/herself, and shall only distribute CLIENT's business cards, name, and marketing materials. While not on one of CLIENT's assignments, CONTRACTOR may pursue other work for him/herself as long as it does not directly compete with CLIENT as described in this Agreement.

CLIENT'S RIGHT TO SUSPEND OR ALTER WORK: The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing 30 days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its sole discretion may see fit or necessary. Any such suspension shall be affected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete their work/services on time as

required, then the CLIENT may request from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

TERMINATION: Either party may terminate this Agreement in whole or in part, whenever they shall determine that termination is in their best interest. Termination shall be affected by providing 30days written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.

EXECUTION: During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting the CLIENT in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to the CLIENT. The CONTRACTOR further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of this Agreement. Should the CONTRACTOR be called upon for any such assistance after termination, then the CONTRACTOR shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the CLIENT. The CONTRACTOR nevertheless agrees to execute and deliver any agreements and documents prepared by the CLIENT and to do all other lawful acts required to establish, document and protect such rights.

INJUNCTIVE RELIEF: CONTRACTOR hereby acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement; (ii) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and (iii) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

LIABILITY: CONTRACTOR warrants and acknowledges that he/she shall be liable for any loss, or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond CONTRACTOR's control, CONTRACTOR shall be solely responsible for any loss caused by CONTRACTOR'S failure to perform. In addition, CLIENT shall not be liable for any loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive

responsibility.

INDEMNIFICATION: The CONTRACTOR shall defend, indemnify, hold harmless, and ensure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also ensure that all of its employees and affiliates take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement. Furthermore, the CONTRACTOR shall name the CLIENT as an additional insurer on all related insurance policies including worker's compensation and general liability insurance.

NOTICES: Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses contained in this Agreement. However, each party may change their address, thus requiring written notice of change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The CONTRACTOR herein agrees to keep the CLIENT informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email or any other relevant means of contact and communication.

CONTINUING EFFECTS: The CONTRACTOR's obligations with regards to all trade secrets and confidential information contained in this Agreement, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the CONTRACTOR, but also the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

CHOICE OF LAW: This Agreement is to be construed pursuant to the current laws of the State of Oklahoma without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Oklahoma, in the County of Cherokee.

MEDIATION, LITIGATION, & ARBITRATION: If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the Oklahoma Mediation Services, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of seeking either arbitration or filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks arbitration, then the dispute shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's Commercial rules then in effect. The arbitration shall be conducted in the state of Oklahoma and shall be binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. If, alternatively, the aggrieved party seeks to file an action in court, then the action must be brought to a court of competent jurisdiction in the State of Oklahoma.

LEGAL FEES: Should any party initiate litigation, arbitration, mediation or any other legal proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement, the prevailing party in said proceeding shall be

entitled to recover from the unsuccessful party any and all legal fees, cost, expenses, attorney's fees and any other cost or expense and fees arising from (i) such proceeding, whether or not such proceeding progresses to judgment, and (ii) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

ENTIRE UNDERSTANDING: This document and any schedules attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and carry no further force or effect. This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

HEADINGS: The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

SEVERABILITY: If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

MODIFICATIONS OR AMENDMENTS: No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

COUNTERPARTS: This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

WAIVER: If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES: All parties to this Agreement have reviewed and had the opportunity to revise this Agreement and have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits herein.

COPIES: Both the CONTRACTOR and the CLIENT hereby acknowledges that they have received a signed copy of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as originals.

The AGREEMENT entered between the CLIENT and CONTRACTOR under the terms herein this 2nd day of June, 2025.

BY CLIENT:

Mayor Suzanne Myers

Attest: _____
City Clerk Whitney Shaw

(SEAL)

Client Address: 111 S. Cherokee, Tahlequah, OK 74464
Client Phone Number: 918-456-0651

BY CONTRACTOR:

Mike Palmer

Contractor Address: 15935 HWY 51, Tahlequah, OK 74464
Contractor Phone Number: 918-718-1871

INDEPENDENT CONTRACTOR

This AGREEMENT (the "Agreement") is being made on 07/01/2025 by and between City of Tahlequah, located at 111 S Cherokee, Tahlequah, Oklahoma 74464 (the **CLIENT**"), and Richard Smith, located at 11630 W 675 Rd, Hulbert Oklahoma 74441 (the **"CONTRACTOR"**). The full name, address, email address and phone number of both parties appear again at the end of this document.

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

WORK TO BE PERFORMED. CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 07/01/2025 and for an indefinite period thereafter, until CONTRACTOR's services are no longer needed by CLIENT. The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

Tahlequah City Cemetery
-Open and close graves (As Needed)

SCOPE OF WORK. CONTRACTOR's required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. All work performed by CONTRACTOR for the CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform any and all responsibilities and duties that may be associated within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained in this Agreement and shall have full discretion within the Scope of Work, but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization from CLIENT.

INDEPENDENT CONTRACTOR. CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an **independent contractor** and shall not be deemed an employee, partner, agent, or joint venturer of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement-including all applicable income taxes and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The CLIENT acknowledges and recognizes that s/he shall complete and return to the CONTRACTOR an IRS Form 1099 and related tax statements. The CONTRACTOR herein pledges and agrees to indemnify the CLIENT for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CLIENT as a result of CONTRACTOR's failure to make such required payments. Upon demand, CONTRACTOR shall provide CLIENT with proof that such

payments have been made.

EQUIPMENT & MEANS OF SERVICE. CLIENT is responsible for providing all of the necessary equipment, as well as upkeep on said equipment, with which to complete the services contemplated by this Agreement. The CLIENT may, in its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. CONTRACTOR shall select the routes taken, days he/she is available to work, and manner in which the work is to be performed. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

COMPENSATION. In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR as follows:

Compensation Terms: \$350 per grave opening/closing

Said compensation shall become due and payable to the CONTRACTOR upon receipt of an invoice by the CLIENT. The invoice must include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; and (c) a description of the work performed. CONTRACTOR's invoices shall be payable pursuant to the following schedule and method:

Compensation Schedule: Monthly

Compensation Method: Check by mail or in person

EXPENSES. CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement; and cost associated with securing all materials or products necessary for the work contemplated by this Agreement.

CONTRACTOR'S REPRESENTATIVES AND WARRANTIES. The CONTRACTOR hereby represents that s/he has complied with all Federal, State, and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon request by the CLIENT.

CLIENT'S RIGHT TO SUSPEND OR ALTER WORK. The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing 30 days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its sole discretion may see fit or necessary. Any such suspension shall be effected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete their work/services on time as required, then the CLIENT may request

from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

TERMINATION. Either party may terminate this Agreement in whole or in part, whenever they shall determine that termination is in their best interest. Termination shall be effected by providing 30 days written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.

EXECUTION. During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement.

INJUNCTIVE RELIEF. CONTRACTOR hereby acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement; (ii) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and (iii) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

LIABILITY. CONTRACTOR warrants and acknowledges that he/she shall be liable for any loss or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond CONTRACTOR's control, CONTRACTOR shall be solely responsible for any loss caused by CONTRACTOR's failure to perform. In addition, CLIENT shall not be liable for any loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive responsibility.

INDEMNIFICATION. The CONTRACTOR shall defend, indemnify, hold harmless, and insure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also insure that all of its employees and affiliates take all actions necessary to: comply with all the terms and conditions established and set forth in this Agreement. Furthermore, the CONTRACTOR shall name the CLIENT as an additional insured on all related insurance policies including worker's compensation and general liability insurance.

NOTICES. Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any bond

IN: WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

The AGREEMENT entered between the CLIENT and CONTRACTOR under the terms herein this _____ day of _____.

BY CLIENT:

Mayor, Suzanne Myers

Attest: City Clerk

Client Address: 111 S. Cherokee, Tahlequah, Oklahoma 74464

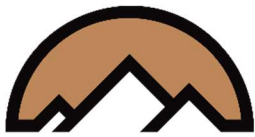
Client Phone Number: 918-456-0651

BY CONTRACTOR:

Richard Smith

Contractor Address: 11630 W 675 Rd Hulbert, OK 74441

Contractor Phone Number: 918-931-8963



Audit Engagement Letter

May 16, 2025

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

We are pleased to confirm our understanding of the services we are to provide to the City of Tahlequah, Oklahoma (the "City") for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

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

1) Schedule of expenditures of federal awards.

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

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

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

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

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

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

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

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

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

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

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

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due

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

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

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

Audit Procedures—Compliance

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

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

Other Services

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

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

Robert St. Pierre is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately **October 1, 2025**.

Our fee for these services will be **\$48,375** plus **\$100** for the annual audit report filing with the Oklahoma State Auditor & Inspector as well as any out-of-pocket costs such as report reproduction, word processing, postage, travel, copies, telephone, etc. Our invoices for these fees will be rendered at the conclusion of the audit and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been

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

Reporting

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

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

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

Sincerely,

Robert St. Pierre

St. Pierre, Kimble, & Associates, C.P.A, P.C.

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

SCHOOL RESOURCE OFFICER AGREEMENT
Tahlequah Public Schools and City of Tahlequah

This agreement is entered into the _____ day of _____, 2025 between the City of Tahlequah, OK (hereinafter City) whose address is 111 S Cherokee, Tahlequah, OK 74464 and Independent School District No. I-35 also known as Tahlequah Public Schools (hereinafter TPS) whose address is 225 N Water, Tahlequah, OK 74464. This Agreement shall be effective July 1, 2025 and shall expire on June 30, 2026.

WHEREAS, City and TPS desire to participate in a School Resource Officer project.

WHEREAS, City desires to employ **six** School Resource Officers (SRO's) to provide security and law enforcement support for TPS. The SRO's will be in the schools on a law enforcement mission, and criminal matters discovered in the course of youth/school activities will be handled pursuant to the discretion of the officers. SRO's will be armed and appropriately equipped for their mission pursuant to the policies and procedures of the Tahlequah Police Department (hereinafter Department). SRO's will regularly report for duty at TPS, including school activities. Annual leave, sick leave and other absences (including training) will be coordinated through the Department. (Officers will inform school principals when they will not be at the school). The Superintendent or his designee will coordinate the development of the SRO's on-campus schedule and youth-related program activities subject to the approval of the Department.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

City of Tahlequah Responsibility:

1. The City will provide **six** trained, fully functional employees, referred to as SRO's. The selection and hiring of SRO's will be conducted in accordance with the policies and practices of the City, provided that at the discretion of the City and under the direction of the City's Human Resources Director, representatives of TPS may be invited to review and comment on any SRO candidate under consideration.
2. The SRO's will have the same benefits and leave as those employees with her/his qualifications and tenure employed by the City.
3. The SRO's will retain the same rights and privileges, but also have the same obligations, as those employees with her/his qualifications and tenure employed by the City.
4. The SRO's will be supervised by the Chief of Police (hereinafter Supervisor). Any change in the designated Supervisor will be communicated immediately to TPS in writing. The Supervisor will be the liaison for any personnel problem that may arise. The Supervisor will be responsible for the performance appraisal of SRO's, which shall be conducted and reported in accordance with the City's accepted policies and procedures.
5. Duty leave will be planned ahead, unless an emergency arises, with both the Supervisor and TPS being notified. Sick leave will be reported to both the City and TPS. For extended leave in excess of two weeks, the City will provide back-up personnel to perform the duties of the SRO, if possible.
6. The SRO's will adhere to confidentiality in accordance with applicable laws, statutes and regulations.

7. The SRO's will adhere to TPS's standards of conduct, provided that said standards do not conflict with or otherwise compromise the SRO's performance of duties or adherence to accepted City employment standards.
8. The SRO's responsibility will be defined by the City, with advisement by TPS, provided TPS shall have no authority to enforce or supervise the duties of the SRO's, who shall at all times remain the employee of the City, which is solely responsible for the performance of the duties of the SRO.
9. The City will invoice TPS quarterly for the cost of SRO salaries and benefits equal to the City of Tahlequah's approved negotiated compensation for said position.

Tahlequah Public Schools Responsibility:

1. TPS will provide adequate office space that is conducive for efficient, confidential interviewing and case management.
2. TPS will provide miscellaneous office supplies; access to a copy machine, telephone, postage carrier service, notepaper, pens, pencils, tape, vehicle and parking space for the SRO's.
3. TPS will keep the SRO's and the City Supervisor apprised of TPS rules and /or regulations that would impact the SRO's duties.
4. TPS will quarterly pay, upon receipt of a legal invoice, sixty percent (65%) of ~~six~~ SRO's salaries and benefits, one of which is a permanent part-time position.
5. Nothing in this agreement creates an agency between TPS and City or between TPS and the SRO's.
6. TPS will assign a staff member to act as a liaison person with the City Supervisor for periodic review of the project and for input into the performance appraisal of the SRO's. TPS will designate such staff person at the commencement of this Agreement. Changes in the designated staff person will be communicated to the City.
7. TPS will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the City, which consent will not be unreasonably withheld.

General Provision:

1. Unless cancelled or terminated in accordance with the provisions contained herein, this Agreement shall take effect July 1, 2025 and terminate on June 30, 2026.
2. The parties hereto agree that any employment or program established under the terms of this agreement shall be considered a special project and limited as to its duration and as determined by the continued availability of funding provided by TPS for support of the project and SRO's employed by the City. No provision or term contained or otherwise implied herein shall obligate the City to provide a permanent SRO program or employment to any law enforcement personnel designated as SRO's upon the cancellation or termination of this Agreement.
3. This Agreement may be terminated by either party without cause or for good cause upon thirty days written notice.

4. It is understood and agreed by the parties that the SRO's shall be the employees of the City, and TPS shall have no obligation to the City as an employer for withholding and remittance of taxes, insurance, FICA, etc.
5. The City and TPS will jointly develop a job description and list of duties for the SRO's which document shall, when completed, become a part of this Agreement.
6. TPS represents that it has, or will have by the date services are delivered, under its control the personal services, labor and equipment, machinery or other facilities to perform work required from it pursuant to this Agreement.

This written Agreement constitutes the entire Agreement between the City and TPS. No additional representation or other documents are a part of this Agreement, unless specifically referred to in this Agreement.

Independent School District I-035 – Tahlequah Public Schools
Board of Education President – Lori Walker

Mayor, City of Tahlequah

Attested by Tahlequah City Clerk

DISPOSAL AGREEMENT

THIS DISPOSAL AGREEMENT made this 1st day of July 2025, (the "Agreement") by and between Waste Management of Oklahoma, Inc. ("**WM**"), and The City of Tahlequah (the "**Customer**").

WITNESSETH:

WHEREAS, WM is the owner and operator of a Class 1 nonhazardous solid waste landfill known as the Muskogee Community Landfill ("Disposal Facility") located at 2801 S 54th St West, Muskogee, Oklahoma, and permitted by the Oklahoma Department of Environmental Quality ("ODEQ") for the receipt of nonhazardous solid waste;

WHEREAS, the Customer seeks solid waste disposal services for municipal solid waste and construction and demolition waste at the Disposal Facility;

WHEREAS, WM has agreed to provide disposal services to the Customer under the terms set forth in this Agreement; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

1. DEFINITIONS

- (a) The Disposal Facility – as used herein means the landfill known as the Muskogee Community Landfill located at 2801 S 54th St. West, Muskogee, Oklahoma, which is utilized, owned, and/or operated by WM and permitted to receive Acceptable Waste by the applicable federal, state, and/or local agency.
- (b) Acceptable Waste – non-hazardous municipal solid waste, organic waste, and Construction and Demolition Debris that is collected and/or transported by the Customer or its authorized subcontractors and can legally be disposed of at the Disposal Facility. Acceptable Waste shall not include any Unacceptable Waste.
- (c) Construction and Demolition Debris - waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- (d) Customer – The City of Tahlequah, its agents, employees, and representatives and any and all subcontractors, persons, or entities that collect and/or transport Acceptable Waste on its behalf to the Disposal Facility.
- (e) Hazardous Waste – any chemical, compound, mixture, material, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the federal or state government to be hazardous as that term is defined by or pursuant to Federal, State or local law or regulations, and any toxic, infectious, radioactive, highly flammable, explosive waste or substance as such terms are defined by Federal, State or local law or regulations.
- (f) Unacceptable Waste – material that is or contains special waste, including without limitation, industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, any waste tires, regulated medical waste, and/or Hazardous Waste, other material that the Disposal Facility is not permitted

to accept, or material that has a reasonable probability of otherwise adversely affecting the operation or useful life of the Disposal Facility. Title to and liability for Unacceptable Waste shall remain with the Customer or the generator at all times.

2. **SCOPE OF SERVICE**

- (a) Subject to the terms and conditions hereof, the Customer agrees that it shall exclusively deliver to and dispose of at the Disposal Facility, all Acceptable Waste collected and/or transported by or for the Customer. WM agrees that it will accept all Acceptable Waste for disposal at the Disposal Facility under the terms of this Agreement. The Customer agrees that the waste delivered to WM hereunder will not contain any Unacceptable Waste. WM agrees to accept up to four (4) transfer trailers loads, per contract year, at no charge for City sponsored clean up events.
- (b) Each party shall be responsible for securing the necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over their respective operations. WM warrants that its Disposal Facility is properly permitted to receive the Acceptable Waste set forth in this Agreement. The parties shall perform their obligations herein in compliance with all applicable permits and laws and regulations.
- (b) WM may close, at its sole discretion, the Disposal Facility in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) WM has the right to refuse or reject before or after acceptance any load from Customer that contains Unacceptable Waste delivered to the Disposal Facility. If the Customer delivers Unacceptable Waste to the Disposal Facility, Customer is in violation of this Agreement, and WM may in its sole discretion either remove, manage, handle, and/or dispose of that Unacceptable Waste and charge the Customer for the costs, expenses, fines, and/or penalties arising out of such activities or require the Customer to promptly remove, manage, handle, or dispose of the Unacceptable Waste from the Disposal Facility at its sole cost.
- (d) During the term of this Agreement, the Customer shall have a license to enter the Disposal Facility for the sole purpose of off-loading Acceptable Waste at the location and in the manner directed by WM. Except in an emergency, or at the express direction of WM, the Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, the Customer's personnel shall promptly leave the Disposal Facility. Under no circumstances shall the Customer or its personnel engage in any scavenging of waste. Customer shall comply with all rules and regulations of the Disposal Facility. WM may refuse to accept Acceptable Waste from, and shall deny an entrance license to, any of the Customer's personnel whom WM believes is under the influence of alcohol or other chemical substances, who engages in reckless behavior, or who fails to comply with disposal Facility rules or safe practices. In addition, WM shall permit the Customer to tour the facility upon advance reasonable request.
- (e) Title to the Acceptable Waste delivered by or on behalf of the Customer shall be transferred to and vest in WM at the time the Acceptable Waste is fully unloaded at the working face of the Disposal Facility and the Customer's vehicle has departed such working face. Prior thereto, title to the Acceptable Waste shall be in, and all risks and responsibilities shall be borne by, the Customer. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with the Customer or the generator of the Unacceptable Waste.

3. **TERM OF CONTRACT**

This Agreement shall take effect on July 1st, 2025 (the "Effective Date") and shall continue for until June 30, 2026 (the "Term"). Upon the expiration term, this agreement shall automatically be renewed for successive one (1) year terms unless either party gives written notice to the other party of its intent to terminate. Such written notice shall be delivered at least sixty (60) days prior to the end of the current term.

4. **RATES AND PAYMENTS**

- (a) The disposal rate that WM shall charge the Customer for receiving and/or landfilling of Acceptable Waste delivered to the Disposal Facility under this Agreement is \$31.61 per ton ("Base Rate") plus the applicable state of Oklahoma fee, which is currently \$1.25 per ton. Commencing on July 1 2026, and continuing annually on each July 1 thereafter, the Base Rate shall be increased by the average monthly increase in the Consumer Price Index, US City Average for All Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, Base Period December 1983=100 (Published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") during the twelve most recently published months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.
- (b) The Customer warrants that it is exempt from all sales tax, and that WM shall not assess sales tax on its services under this Agreement.
- (c) WM may adjust the Base Rate to account for increased costs resulting from Uncontrollable Circumstances. Uncontrollable Circumstances shall mean an act, event or condition (excluding those which result from the willful or negligent action or inaction of WM) occurring during the term that has or will affect WM's costs of performing the services, but only if such act, event or condition is beyond the reasonable control of WM. Uncontrollable Circumstances shall include, but are not limited to, the following: imposition of new or increased fees, surcharges, or taxes by local, state, or federal agencies or governments; an act of God; and governmental restraint of trade. WM will provide written notice to the Customer of such Uncontrollable Circumstance and associated adjustment.
- (d) WM will invoice the Customer by the tenth (10th) day of each month for all Acceptable Waste deliveries during the previous month. The Customer shall pay WM within thirty (30) days after invoice date. The Customer shall pay WM interest on all past due invoices at the rate of one and one-half percent (1½ %) per month. If the Customer fails to pay invoices within 60 days of the invoice date, then WM has the discretion to terminate this Agreement for cause on seven days' written notice to the Customer.

5. **INDEMNIFICATION**

- (a) WM agrees to protect, indemnify, defend and save harmless the Customer, its officials, officers, employees, agents, authorized subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) WM's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) WM's or its employee's, agent's, authorized subcontractor's, representative's negligent or willful misconduct related to the ownership maintenance and operation of the Disposal Facility.

- (b) The Customer agrees to protect, indemnify, defend and save harmless WM, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) the Customer's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) the Customer's or its employee's, agent's, authorized subcontractor's, representative's negligent or willful misconduct related to the disposal of waste at the Disposal Facility.

6. INSURANCE

The Customer shall provide and maintain the following insurance during the Term of this Agreement:

Required Insurance	Coverage Limits
Workers' Compensation	Statutory
Employers Liability	\$1 million per accident, \$1million disease policy limit
Commercial General Liability (including bodily injury, property damage, operation, products, and completed operations)	\$2 million per occurrence/\$2 million aggregate
Commercial Automobile Liability (including bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle)	\$1 million per occurrence/\$2 million aggregate

- (b) Customer shall provide to WM certificates of insurance evidencing such insurance. Such coverage and policies shall not be canceled, modified or revoked without providing WM thirty days advance written notice. Customer's insurance shall be primary as respects WM and any insurance maintained by WM shall be in excess of, and shall not contribute with, Customer's insurance.
- (c) WM may, at its option, terminate this Agreement if the Customer fails to maintain the required insurance coverage.
- (d) Customer's workers' compensation, commercial general liability and automobile liability insurance shall include a waiver of subrogation in favor of WM.
- (e) WM shall be included as an additional insured on the Customer's employer's liability, commercial general liability and automobile liability policies.
- (f) The insurance policy coverage requirements set out above may be satisfied by a combination of primary insurance and umbrella insurance.
- (g) If the Customer uses any subcontractors to deliver Solid Waste to the Disposal Facility on Customer's behalf, Customer shall require its subcontractors to adhere to all of the requirements set forth in this insurance section.

7. DEFAULT AND TERMINATION

- (a) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the requirements contained herein and does not cure such default within thirty (30) days after the other party has given the party breaching or defaulting party written notice, the notifying party may: (i) terminate this Agreement for the breaching party's failure to cure within 30 days of receiving the written notice, or (ii) cure the breach or default at the expense of the party in breach. The non-breaching party shall have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered by the non-breaching party as a result of such termination.
- (b) Either party may terminate this Agreement upon written notice to the other if the offending party: makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted against the offending and such proceeding is not dismissed within sixty (60) days.
- (c) In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- (d) In the event that this Agreement is terminated for any reason, any amounts payable to WM by the Customer for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

8. GENERAL PROVISIONS

- (a) Neither party shall assign or transfer, or permit the assignment or transfer of, this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that WM may transfer or assign its interest hereunder to an affiliate, subsidiary or parent company.
- (b) This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- (c) This is an Agreement for the performance of the specific services described herein. Under no circumstances or conditions shall the operation of the Disposal Facility by WM in accordance with this Agreement be deemed a public function, nor has the Customer acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Disposal Facility by virtue of this Agreement.
- (d) From and after the effective date, WM's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of WM. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial, administrative or government laws, regulations, requirements, rules, orders or actions; injunctions or revocation or modification of, any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; or labor strike, lockout or injunction.
- (e) If any term, clause or provision of this Agreement or the application thereof shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties that the remainder of this

Agreement shall not be affected thereby, and it is also the intention of the parties that there be added as a part of this Agreement a term, clause or provision as may be legal, valid and enforceable.

- (f) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- (g) The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.
- (h) All notices or other communications to be given hereunder shall be in writing and shall be deemed given the first business day following overnight delivery with a confirmed delivery receipt, or when mailed by registered or certified United States mail, return receipt requested, addressed as follows:

To WM: Waste Management
Attn: Public Sector
3201 Mosley Road
Oklahoma City, OK 73141

With a Copy to: Senior Counsel
Waste Management
9708 Giles Lane
Austin, TX 78754

To the Customer: _____

Change of address by either party shall be by notice given to the other in the same manner as above specified.

- (i) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.
- (k) The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including the Indemnification Section, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF TAHLEQUAH

By: _____

Its: _____

WASTE MANAGEMENT OF OKLAHOMA, INC.

By: _____
Rick Losa
Its: Public Sector Director

RESOLUTION NO. 06-02-2025A

A RESOLUTION APPROVING THE CITY of TAHLEQUAH, OKLAHOMA BUDGET FOR THE FISCAL YEAR 2025-2026 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY

WHEREAS, the City of Tahlequah has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17.216; and

WHEREAS, the Chief Executive Officer has prepared a budget for the fiscal year ending June 30, 2026 (FY 2025-2026) consistent with the Act; and

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

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

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

SECTION 1. The City Council of Tahlequah does hereby adopt the FY 2025-2026 Budget on the 3rd day of June, 2025, with total resources available in the amount of \$52,334,808 and total fund/departamental appropriations in the amount of \$42,732,755. Legal appropriations (spending/encumbering limits) are hereby established as follows:

<u>FUND</u>	<u>APPROPRIATION</u>
GENERAL FUND	
Managerial	\$ 3,180,235
City Clerk	\$ 107,666
City Treasurer	\$ 14,494
Municipal Judge	\$ 190,907
Cemetery	\$ 298,242
Emergency Management	\$ 145,710
Fire Department	\$ 2,216,297
Law Enforcement	\$ 4,183,665
Street Department	\$ 1,346,345
City Library	\$ 44,000
Maintenance	\$ 281,317
Recreation	\$ 1,470,805
Information Technology	\$ 269,295
Compliance	\$ 356,680
Fund Transfers	\$ 2,085,100
<u>(TOTAL GENERAL FUND)</u>	<u>\$ 16,190,758</u>
STREET & ALLEY FUND	\$ 250,000
HOTEL/MOTEL FUND	\$ 360,000

CEMETERY CARE FUND	\$ 70,000
SOLID WASTE SERVICES FUND	\$ 4,852,218
STORMWATER MANAGEMENT FUND	\$ 526,591
AIRPORT FUND	\$ 234,990
CHEROKEE FIELDS @ ANTHIS-BRENNEN	\$ 577,287
FACILITIES FUND	\$ 160,000
BROOKSIDE RESTORATON FUND	\$ 8,000
NET REVENUE STABILIZATION FUND	\$ -
CAPITAL IMPROVEMENT FUND	\$ 1,811,637
TAHLEQUAH POLICE CANINE FUND	\$ 5,401
STREETS & SIDEWALKS FUND	\$ 7,411,265
COPS IN SCHOOLS RETENTION FUND	\$ 523,492
INDIGENT TRANSPORTATION FUND	\$ 14,714
RESTRICTED DONATIONS FUND	\$ 90,083
DEPT OF COMMERCE - EDA GRANT	\$ 2,150,400
HAZARD MITIGATION GRANT	\$ 644,818
TAP GRANT - TRAILS	\$ 1,730,770
TAP GRANT - SIDEWALKS	\$ 1,468,424
SAFE STREETS 4 ALL	\$ 70,000
ANTHIS BRENNAN EXPANSION FUND	\$ 1,962,308
OPIOID SETTLEMENT FUND	\$ 84,217
SAFE OK GRANT FUND	\$ 10,900
TAP GRANT - DOWNTOWN	\$ 1,290,815
CDBG 2024 GRANT FUND	\$ 230,667
WALMART PD SPARK GRANT FUND	\$ 3,000
<u>TOTAL FOR ALL OTHER FUNDS</u>	<u>\$ 26,541,997</u>
<u>COMBINED APPROPRIATION TOTALS</u>	<u>\$ 42,732,755</u>

SECTION 2. The City Council does hereby authorize the City Administrator to transfer (reallocate) any unexpended and unencumbered appropriations, at any time throughout FY 2025-2026, from one line item to another, one object category to another within a department, without further approval by the City Council. Transfers from one fund to another fund must be approved by the City Treasurer, as provided by Ordinance 7-110B.

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

SECTION 4. All balances in Grant Funds on June 30, 2025 will be rolled over and budgeted July 1, 2025.

SIGNED:

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk



CITY OF TAHLEQUAH BOARD OF ADJUSTMENT PRESENTATION

**PRESENTED BY:
JAMES MURRAY
OWNER AND
ATTORNEY AT LAW**

PRESENTATION DATE: MAY 27, 2025

REQUEST TO BOARD OF ADJUSTMENT

Request for variance or special exception from the provisions of Section 2.4 C.3.c. of the City of Tahlequah Zoning Ordinance (the “Ordinances”) so as to permit the construction of an elevated five-foot-wide covered walkway over the sidewalk along the approximate 55-foot north wall of the commercial property located at 334 N. Muskogee Ave., Tahlequah, OK 74464 (the “Property”) for safer access to the second-floor residential apartments and with an enhanced aesthetic appearance on DMX zoned property similar to at least 4 other properties on Muskogee Avenue that are viewable from the Property and that are located within 1 block of the Property.

STANDARDS FOR VARIANCES AND SPECIAL EXCEPTIONS UNDER THE ORDINANCES

SPECIAL EXCEPTIONS AND VARIANCES

4

Special Exceptions are allowed under Article 7, Section 7.7 B.1. as follows:

“Authorized Special Exceptions. The Board of Adjustment is hereby authorized to make special exceptions to specific uses allowed within each zoning district according to the terms of this Ordinance and subject to the appropriate conditions and safeguards in harmony with the general purpose and intent and only in accordance with the specific or general provisions contained in this Ordinance.”

The purpose of a Variance is reflected in Article 7, Section 7.7 C.1. as follows:

“Purpose. The intent of a variance is to help alleviate any unnecessary hardship or practical difficulty that would be caused by the strict enforcement of the subject zoning ordinance requirements. They are intended to provide relief when the requirements of this Ordinance render property very difficult or impossible to put to reasonable use because of unique or special characteristics of the property itself.”

A SPECIAL EXCEPTIONS OR VARIANCE SHOULD BE GRANTED

5

A special exception or variance should be to allowed so as to construct of the covered walkway awning for at least the following reasons:

- (1) Is the only way to allow for the construction of a walkway that provides a safer entry into the second-floor apartments,**
- (2) Provides a consistent “New Orleans” style aesthetics as is used in at least 4 very large buildings within view of the property in question,**
- (3) Provides covered walkway to the entry of 5 apartments and two commercial properties, and**
- (4) Provides a covered area to protect the public from weather.**

As shown below, it is impossible to construct a walkway on this building without vertical posts to the sidewalk, and the safest, best, most reasonable and consistently attractive use of this property requires the owner to use posts to construct this covered walkway.

PRE-CONSTRUCTION - ENTIRE STRUCTURE

6



PRE-CONSTRUCTION NORTH WALL



CONSTRUCTION IN PROGRESS ON WEST WALL

8



CURRENTLY EXISTING STRUCTURE, SIDEWALK AND PARKING AREA



HISTORY OF BUILDING AND OCCUPANTS

-AND-



EFFORTS OF CURRENT
OWNERS TO IMPROVE
PROPERTY

APARTMENTS HAD A HISTORY OF LESS THAN DESIRABLE TENANTS PRIOR TO CURRANT OWNERSHIP AND WAS WATCHED CLOSELY BY POLICE

11

1. **A Tenant was arrested for distributing meth** which created a torrent of drug users visiting the property, such that existing tenants and surrounding property owners were very concerned about the safety of the area.
2. A **Tenant** was basically homeless and **had all utilities disconnected for non-payment; and was 22 MONTH in default** on their payment of rent and literally have **over of foot of debris covering the ENTIRE floor of the apartments.**
3. A **Tenant had damaged** the apartment before they left that the cost of repair was prohibitive and, **making the apartment unrentable for multiple years.**
4. A **Tenant** was on assistance for the payment of rent and **had a history of arrests for disturbing the peace and aggressiveness with police and resisting arrest.**
5. A **Tenant could not pay reduced rent** on time requiring constant supervision and when he vacated apartment, he left the apartment in shambles and massive needed repairs.
6. Because located **adjacent to Norris Park, the Park's army of homeless and vagrants often invaded the property to camp in dark corners or vacant apartments,** disturbing other tenants and some of the less than desirable tenants gave access to their apartments when they left.
7. The property was subjected to **numerous acts of vandalism** making appearance less than desirable.
8. **Constant complaints** concerning tenants on Property from owners of barber shop next door.

EFFORTS TO DATE TO RECTIFY AND IMPROVE REPUTATION OF APARTMENTS – PAGE 1 OF 2

- 1. ALL undesirable tenants have been removed.**
- 2. New owner moved** into occupancy of an **on-grounds apartment** to personally supervise the property.
- 4. New owner went into possession to correct issues and to personally police the correction of past issues.**
- 5. All apartments** were immediately **gutted** to make sure the **same undesirable conditions could not return.**
- 6. Intent** is that all units be **refurbished with top quality material, appliances, structure and construction** to attract better tenants.
- 7. In excess of \$50,000 spent to date** to improve this property.

EFFORTS TO DATE TO RECTIFY AND IMPROVE REPUTATION OF APARTMENTS – PAGE 2 OF 2

- 8. However, renovations are less than 50% complete.**
- 9. Renovations are on a very tight budget so as to make the level of desired construction possible.**
- 10. Increased cost will directly result in reductions to the level of the renovations.**
- 11. Renovations will cease or be delayed, and the level of the renovations reduced as increased costs are required.**
- 12. If Renovations are delayed or if the cost of renovation become more costly, it will not be possible to maintain the level of renovations and the type of desired tenants.**
- 13. If request is not granted, there is a high likelihood renovations will cease.**

DESIRED COVERED WALKWAY CONSTRUCTION IN QUESTION

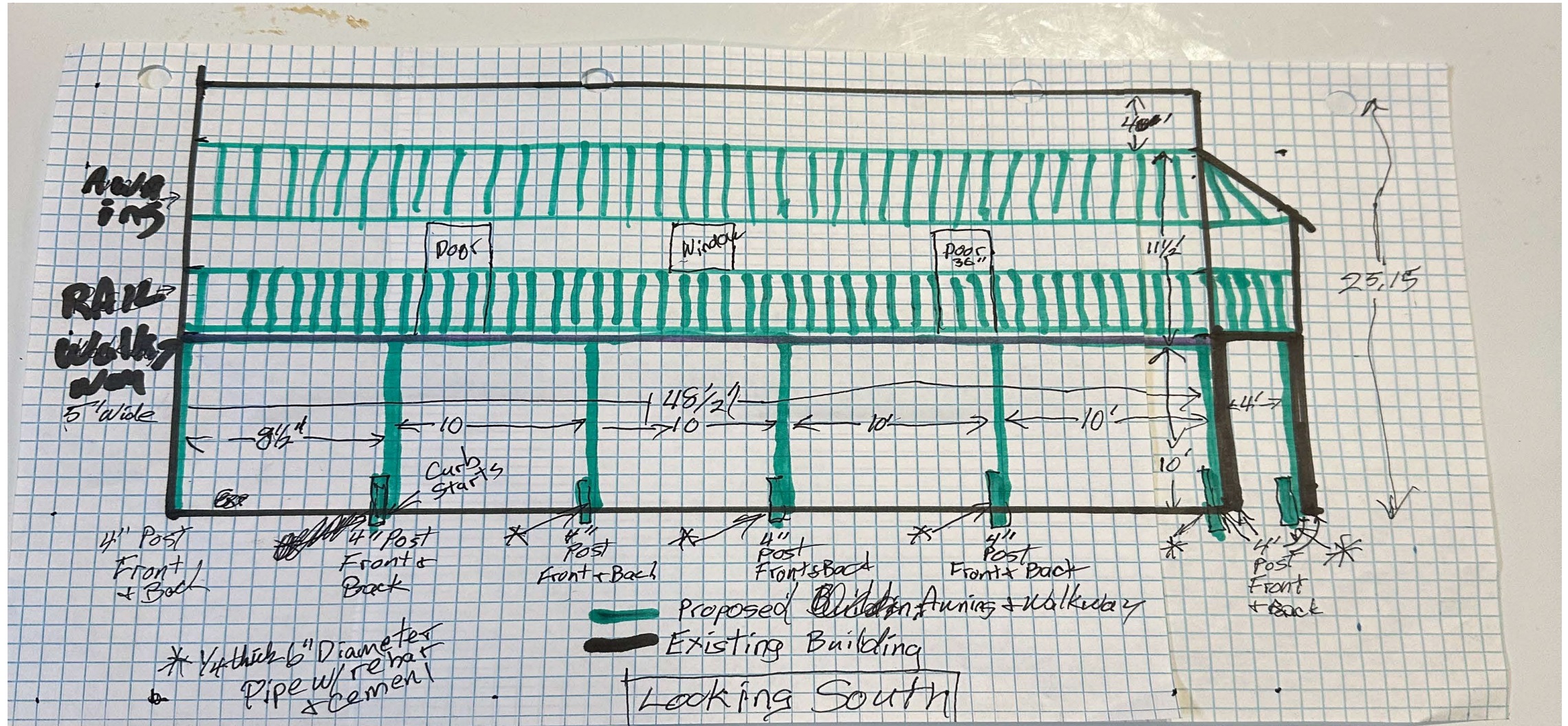
PROPOSED CONSTRUCTION

15

The walkway is proposed to be constructed as follows:

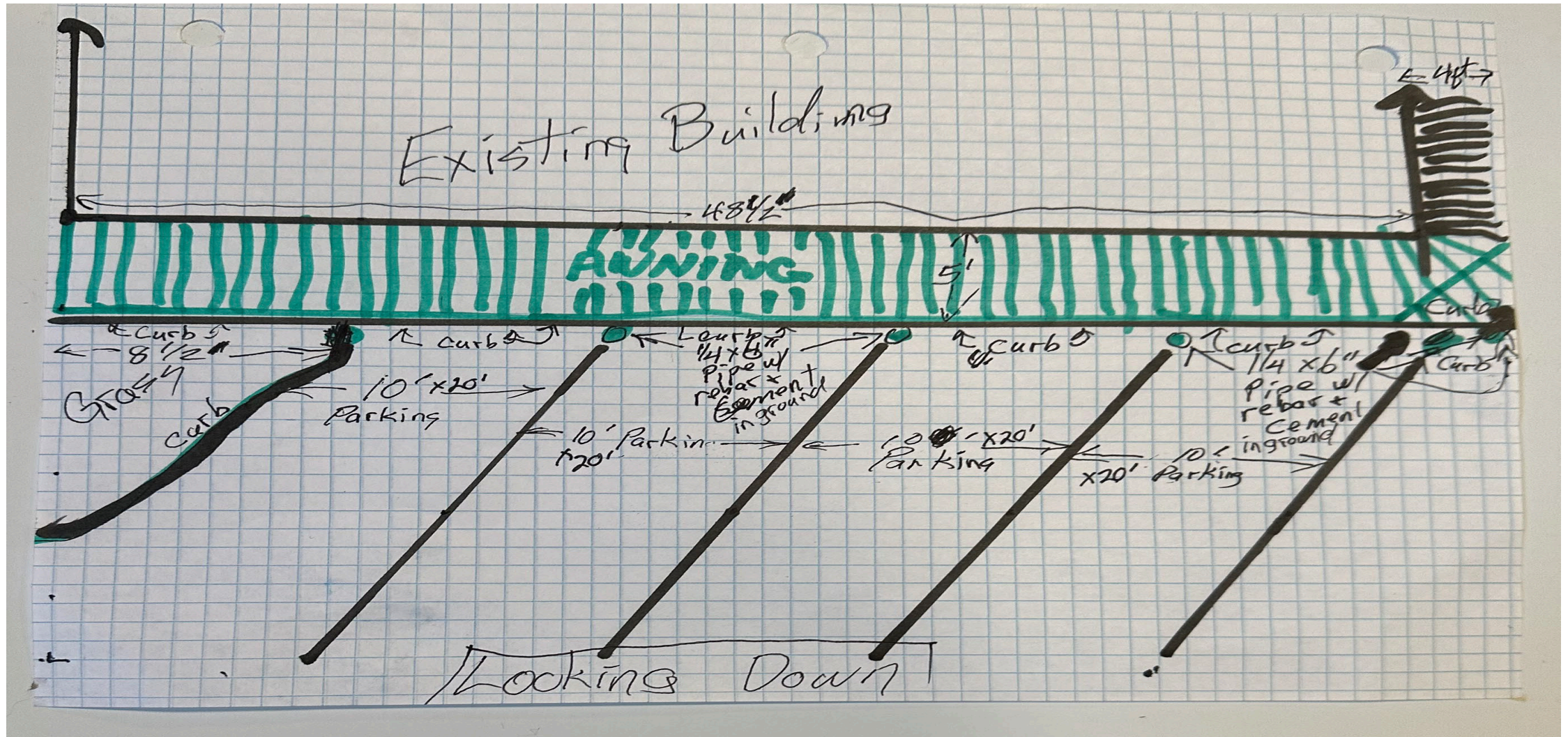
- (1) 4-inch square support posts extending from the elevated walkway down to the sidewalk below that are set 5 feet apart across the width of the sidewalk;**
- (2) Each pair of support posts at 10 to 12 feet intervals along the length of the 55-foot north wall of the Property;**
- (3) Using steel construction as an extension of the recently constructed elevated covered walkway along the west wall of the Property; and**
- (4) With an enhanced aesthetic of a “New Orleans” appearance on DMX zoned Property similar to at least 4 other properties on Muskogee Avenue located within 1 block of the Property that are viewable from the Property.**

DRAWING OF PROPOSED COVERED WALKWAY (LOOKING SOUTH AT NORTH WALL)

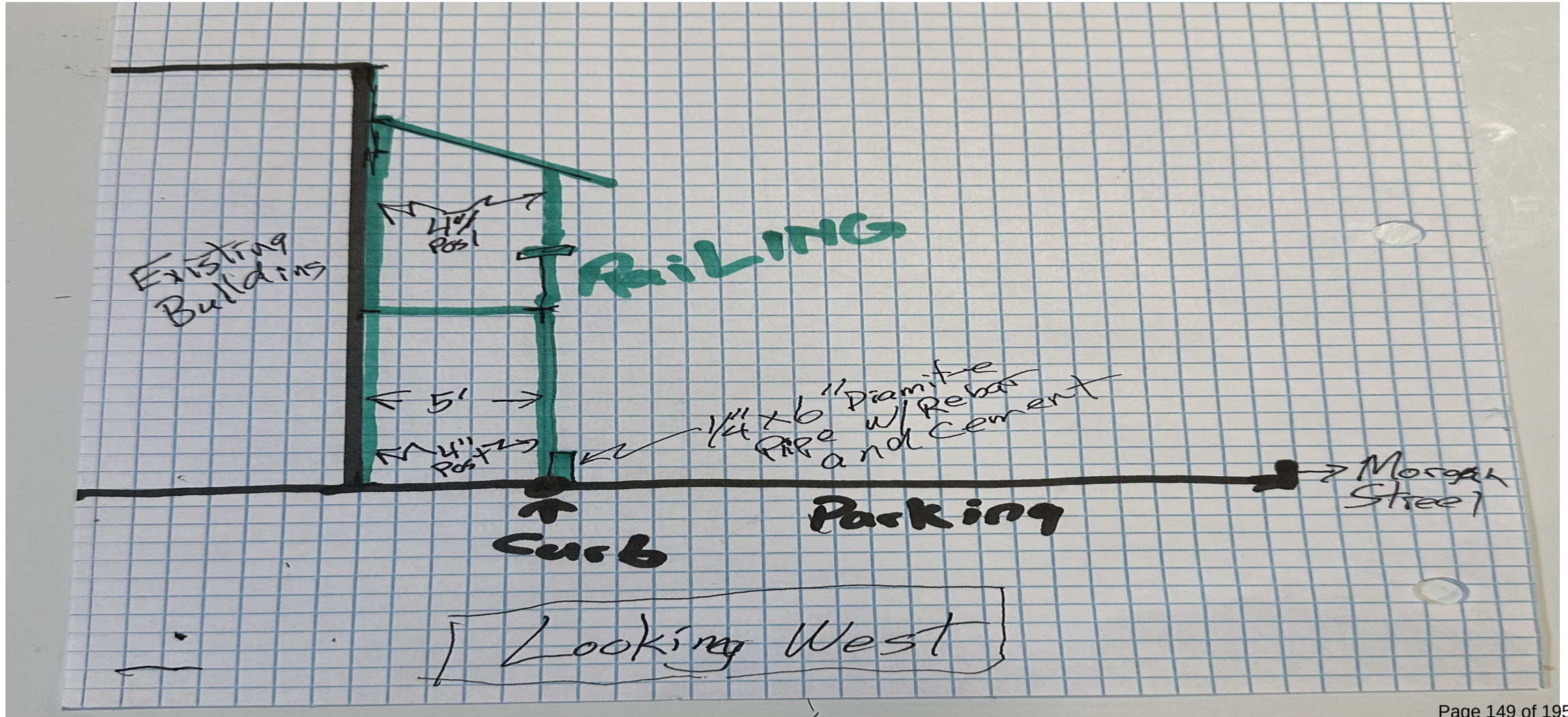


17

DRAWING OF PROPOSED COVERED WALKWAY (LOOKING DOWN AT NORTH WALL AND PARKING AREA)



DRAWING OF PROPOSED COVERED WALKWAY (LOOKING WEST DOWN SIDEWALK)



**DETERMINATIONS BY MS. HARJO
GIVING RISE TO THIS
REQUEST TO THE BOARD OF
ADJUSTMENT**

20 1. Ms. Harjo referring to the Ordinances in support of her emailed decision not to allow the construction of the covered walkway advised as follows:

“The poles supporting the walkway would be the problem but if you could find an alternative way to support the walkway [as a floating walkway] that an engineer approves then that would be allowed. I have provided an example which is the picture.” [picture on right]

2. The Ordinance relied upon by Ms. Harjo’s is contained under the “setback” section of the Ordinances and states as follows:

“Projections shall not extend or encroach into any easement(s) or right(s)-of-way except through licensed agreement.” (Section 2.4 C.3.c. of the Ordinances)

3. Pursuant to the in-person meeting, Ms. Harjo and Mr. Tannehill indicated that a licensed agreement would be possible, but that they needed a couple weeks to draft it; however, after a 4-Week delay, the applicants were informed that they had reconsidered and a licensed agreement would not be considered, and that applicant would have to proceed by application to this Board.

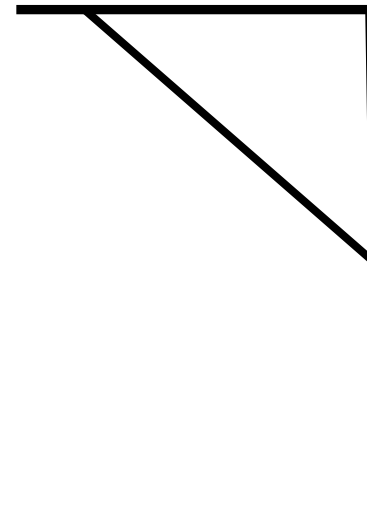
4. Subsequently, after applicant’s inquiry, applicants were advised by email that a floating walkway with single posts spaced 5-feet apart installed into the ground below the sidewalk and immediately adjacent to the north wall of the Property with an angled support from the post below the walkway upward to the walkway would be approved (similar to the drawing to the right).

SUMMARY OF APPROVALS BY MS. HARJO

- 21
1. To meet the floating walkway construction that were approved in Ms. Harjo's, the walkway would have to be structurally supported either:
 - a. from above as shown in the picture provided by Ms. Harjo attached to the right,
 - b. by angled tubing supported from below as reflected in the drawing to the right, or
 - c. A beam through the wall to structures behind the wall.
 2. As shown in subsequent slides, the existing building will not support a floating walkway by beam straight through the wall or supported from above or from below, and that two posts at the width of the walkway are required to properly support the walkway at this building.



Rod supported decks in bronze with picket railings



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**EXISTING STRUCTURE WILL
NOT SUPPORT “FLOATING
WALKWAY” CONSTRUCTION**

23

THE EXISTING STRUCTURE IS NOT SUFFICIENT TO SUPPORT A FLOATING WALKWAY PERPENDICULAR TO THE NORTH WALL WITHOUT OTHER SUPPORT



PICTURES OF CEILING OF FIRST FLOOR NORTH WALL

RAFTERS AT CEILING LEVEL OF 1ST FLOOR ARE OF LIGHTER WEIGHT DESIGN AND WOULD NOT SUPPORT A 90 DEGREE BEAM THROUGH THE WALL TO SUPPORT THE EXTERIOR WALKWAY. THE RAFTER IN THE WALL IS THE SAME AS ALL THE OTHERS BUT IS COVERED WITH SHEETROCK. ENTIRE NORTH WALL IS CONSTRUCTED OF THIN WALL METAL 2X4's.

THE EXISTING STRUCTURE IS NOT SUFFICIENT TO SUPPORT A FLOATING WALKWAY FROM ABOVE



PICTURES OF CEILING OF SECOND FLOOR NORTH WALL

RAFTERS AT CEILING LEVEL OF 2ND FLOOR ARE OF THE SAME LIGHTER WEIGHT DESIGN AS 1ST FLOOR AND WOULD NOT SUPPORT ATTACHMENT OF A SUPPORT BEAM ABOVE THE WALKWAY. THE ENTIRE NORTH WALL IS CONSTRUCTED OF THIN WALL METAL 2X4'S.

THE EXISTING STRUCTURE IS NOT SUFFICIENT TO SUPPORT A FLOATING WALKWAY FROM BELOW



PICTURES OF FLOOR OF 2ND SECOND FLOOR AND CEILING OF 1ST FLOOR OF NORTH WALL

THE ENTIRE NORTH WALL IS CONSTRUCTED OF THIN WALL METAL 2X4's. SUCH 2x4's WILL NOT SUPPORT A BEAM BELOW THE WALKWAY WITHOUT SOME TYPE OF VERTICAL POST INTO THE GROUND TO ATTACH AT AN ANGLE TO THE WALKWAY. SUBSEQUENT ENGINEERING HAS DETERMINED THAT A SINGLE POST TO THE GROUND PLACED AN OUTWARD ANGULAR STRESS ON THE EXISTING CONSTRUCTION SO AS TO REQUIRE TWO SUPPORT POSTS.

APPROVALS BY MS. HARJO ARE NOT VIABLE DUE TO LIMITATIONS OF EXISTING CONSTRUCTION – PAGE 1 OF 2

26

1. The north wall of the existing building is constructed of thin wall metal 2X4 construction and the support for the roof and the floor of the second floor consists of lighter east-west metal rafters with no large beams. As such, Ms. Harjo's suggestion of a floating walkway is not possible as **there is no attachment point in the existing wall to place support beams directly through the wall or to place support beams either under or above the walkway because of the angular stress would be too high on the existing structure without vertical posts to the ground.**
2. In an effort to meet the floating walkway concept approved by Ms. Harjo, a single post in the wall was considered, but an engineer advised that a vertical beam could not be installed in the wall of the existing building because a single post construction would require penetration into the ground by at least 2 feet to help reduce outward angular stress on the existing building and the stem wall would prevent ground penetration.
3. In a further effort to meet the floating walkway approval and before again addressing the issue with the engineer, the applicant inquired of Ms. Harjo and Mr. Tannehill as to whether a single post in the sidewalk adjacent to the north wall would be allowed if the engineer could support it. **Ms. Harjo and Mr. Tannehill approved a single post in the sidewalk immediately adjacent to the north wall if the engineer could support it, so further inquiry was then made to the engineer.**

APPROVALS BY MS. HARJO ARE NOT VIABLE DUE TO LIMITATIONS OF EXISTING CONSTRUCTION – PAGE 2 OF 2

4. **Because of the structure of the existing building, the engineer advised that a walkway supported by only one post, even if installed into the ground, would still put undue outward angular stress on the existing structure** making the single post configuration to the sidewalk untenable as it would require the entire building, including the existing structures, to be reengineered and reconstructed to protect the existing building from the outward angular stress associated with a single post into the ground, which is cost prohibitive.
5. **The engineer also advised that if the walkway were supported by two vertical post attached to the sidewalk at the width of the walkway and spaced 10 to 12 feet apart (as originally designed), such a design would sufficiently support the walkway because the primary support would be the two sidewalk posts and the walkway could be attached to the existing rafters for stability with little or no angular stress as there is virtually no outward angular stress pulling away from the building with two posts.**

**EXISTING STRUCTURES IN
TAHLEQUAH HAVE BEEN
ALLOWED TO USE SAME
CONSTRUCTION, WHICH
SUPPORTS ALLOWING A
VARIANCE OR SPECIAL
EXCEPTION IN CONNECTION
WITH THIS DMX ZONED
PROPERTY.**

SIMILAR “NEW ORLEANS STYLE” POST-IN-PUBLIC SIDEWALK CONSTRUCTION EXIST WITHIN ONE BLOCK OF THE PROPERTY THAT IS VIEWABLE FROM THE PROPERTY



SIMILAR “NEW ORLEANS STYLE” CONSTRUCTION EXISTS WITHIN ONE BLOCK OF THE PROPERTY THAT IS VIEWABLE FROM THE PROPERTY



SIMILAR POST IN SIDEWALK CONSTRUCTION PERMITTED WITHIN ONE BLOCK OF MUSKOGEE AVE. PAGE 1 OF 2



32

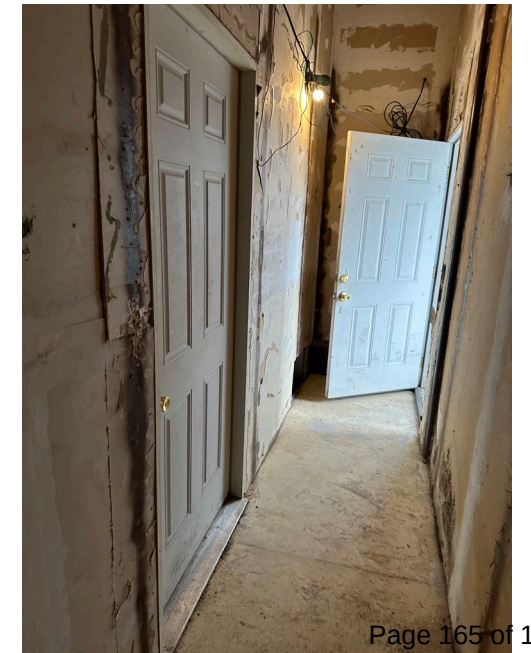
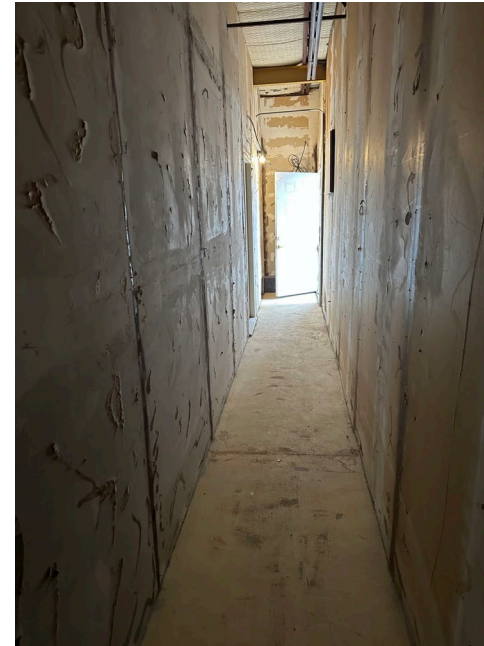
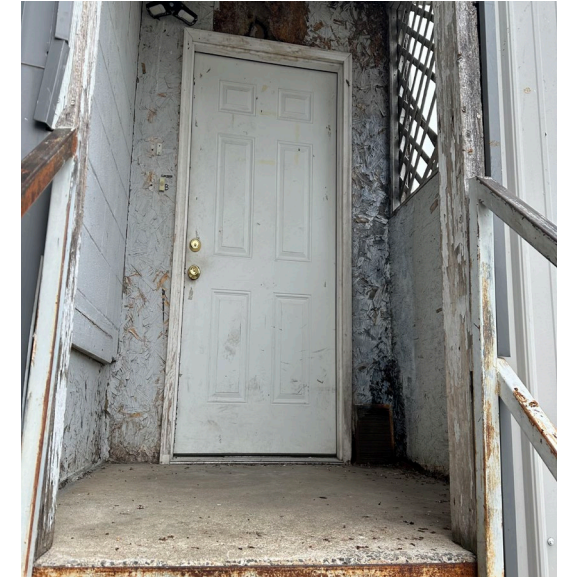
SIMILAR POST IN SIDEWALK CONSTRUCTION PERMITTED WITHIN ONE BLOCK OF MUSKOGEE AVE. PAGE 2 OF 2



**COVERED WALKWAY WITH POSTS ON
SIDEWALK AT THIS PROPERTY IS
APPROPRIATE, JUSTIFIED AND SHOULD
BE APPROVED.**

CURRENT ENTRY TO TWO APARTMENTS ON THE NORTH WALL OF THE BUILDING ARE LESS THAN DESIRABLE.

34



35

1. The sidewalk in question is 5 feet (not including the 6-inch curb, for a total of 5'6") (see pictures),
2. There will remain at least 4'4" of space between the inner and outer post on the sidewalk.
3. A 4'4" remaining space between the 4-post is larger than most walkways in Tahlequah, which are 3 to 4 feet.
4. This sidewalk is not handicap accessible (i.e. east end of the sidewalk has a 6 to 8 inch drop that even bicycles cannot maneuver – see picture); however, at 4'4" clearance, there is sufficient space for wheelchairs to maneuver at the 5 or 6 points in the sidewalk where posts are to be installed.
5. The covered walkway would be public friendly by providing cover in inclement weather.
6. Construction would vastly improve the view from Norris Park and Muskogee Ave.
7. Walkway would allow for safer access to 2nd floor apartments.
8. Sidewalk only supports applicant's business as it ends immediately past the building with no continuation of the sidewalk on to adjoining property (see picture).



PROPERTY IS ZONED AS DOWNTOWN MIXED-USE (DMX) PROPERTY

This request for a Special Exception or Variance must consider that the Property is zoned as DMX property. Aesthetics, consistency, character of the area of construction are required considerations under Section 2.2 C.1., which states:

Downtown Mixed-Use (DMX). The DMX district is intended to provide for and encourage development and redevelopment that **preserves and enhances the unique character and vitality of the Tahlequah downtown.** Small-scale offices, retail, and upper story residential uses are allowed. **Development standards focus on creating a human-scaled and pedestrian oriented downtown that invites commercial development and complementary residential opportunities.** Continuous retail frontage, largely uninterrupted by driveways and parking, are encouraged.

37

THE PROPOSED CONSTRUCTION ON THIS DMX ZONED PROPERTY (1) PRESERVES AND ENHANCES THE CHARACTER AND VITALITY OF DOWNTOWN TAHLEQUAH, (2) USES DEVELOPMENT STANDARDS THAT FOCUS ON CREATING A HUMAN-SCALED AND PEDESTRIAN ORIENTED DOWNTOWN, AND (3) INVITES COMMERCIAL DEVELOPMENT AND COMPLEMENTARY RESIDENTIAL OPPORTUNITIES

1. The same post-in-sidewalk construction exist within a one block viewing distance from Property, making this building consistent with allowed construction in the area.
2. Same “New Orleans” look within viewing of the property in question makes this building and area more attractive to the public with similar architecture to that in the immediate area.
3. Proposed Construction is much safer than other allowed in-street construction throughout Muskogee Ave. (in-street restaurant seating and extended siting/landscaping rest areas into the street throughout downtown area).
4. In-sidewalk posts cannot be a safety or handicap rule as off right of way in-sidewalk construction is allowed throughout Tahlequah.
5. A floating walkway configuration is not feasible for this property.

Pursuant to Section 7.7 C.2.e., a variance may be granted if the following finding can be made by the Board:

38

- i. The application of the Ordinance to the particular piece of property would create an unnecessary hardship; This property requires vertical posts, as a floating walkway is not feasible with the existing structure. Also, denial would prevent the relocation of the entrances to the two northern apartments for a more safe and attractive entries.**
- ii. Such conditions are peculiar to the particular piece of property involved; The construction of this property is so unique so as to require vertical posts to safely install a covered walkway.**
- iii. That the alleged practical difficulty or unnecessary hardship was not created or self-imposed by the current property owner; This building was constructed over 50 years ago and the current owner was deeded the property less than 2 years ago.**
- iv. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this Ordinance or the Comprehensive Plan; and This is an oversized sidewalk which still accommodates the minimum sidewalk width even with the posts installed. The covered walkway is clearly not detrimental to the public and, in fact, is beneficial to the public. This construction improves the neighborhood appearance from the much-used Norris Park and the Muskogee Ave. public areas, improves the appearance of the surrounding two block area of Muskogee Ave. just south of the University, and provides a covered sidewalk for inclement weather during downtown events.**
- v. Relief, if granted, would be the minimum necessary to alleviate the unnecessary hardship. Only the installation of the requested covered walkway would allow for the architectural appearance and the safety of installing a northern entry to two apartments. Only the requested construction with two in-sidewalk post make the walkway possible.**

See Also item (i) on the next page for the impact of this property being zoned as DMX property.

39 Pursuant to Section 7.7 C.2.e., a special exception may be granted under the following conditions:

- i. That the special exceptions will be in harmony with the spirit and intent of this Ordinance; and This type of construction has been allowed in several places in Tahlequah in this same area and is clearly within the spirit and intent of Tahlequah's allowance of posts on sidewalks under the circumstances of this request. When viewed under the circumstances of this request this property is zoned as DMX property, the granting of a special exception to build this covered walkway consistent with construction of 4 properties within viewing distance would preserve and enhance the unique character and vitality of this area of the Tahlequah downtown by maintaining the "New Orleans" style of the area and such would be in harmony with the spirit and intent of the Ordinance when read as a whole and considering the other allowed construction in the area. Also, this construction would help to develop a human-scaled and pedestrian oriented downtown that invites commercial development and complementary residential opportunities by improving the aesthetics of the area and promoting the existence and higher standards for future improvements in the area.**
- ii. The special exception will not be injurious to the neighborhood or otherwise detrimental to the public welfare. This is an oversized sidewalk which still accommodates the minimum sidewalk width even with the posts installed. The covered walkway is clearly not detrimental to the public. This construction would improve the neighborhood appearance from the much-used Norris Public Park and Muskogee Ave., improves the appearance of the surrounding two block area of Muskogee Ave. south of the University, and provides a covered sidewalk for inclement weather during downtown events.**

**THE FORGOING FACTS PROVIDE MORE THEN
ENOUGH SUPPORT TO GRANT THE RIGHT TO
THIS APPLICANT TO BUILD THE REQUESTED
COVERED WALKWAY WITH POST ON THE
SIDEWALK**

RESOLUTION NO. 06-03-2025A

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

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

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

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

WHEREAS, the Planning Commission of the City of Tahlequah recommended unanimously by a vote of 5-0 to approve Case #4-2025-Zoning.

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

LEGAL DESCRIPTION

A piece of land located in the SW/4 of NW/4 of SW/4 of SEC 34, T17N, R22E, and being particularly described as follows, BEG at a point 30'W and 564'S of the NE/C of said ten (10) Acres; thence S96'; thence W145'; thence N96'; thence E145' to the POB, Tahlequah, Cherokee County, Oklahoma

Shall be, and the same is, hereby changed from Single Family Medium Density (RS-2) to Multi-Family Medium Density (RM-2).

PASSED AND ADOPTED by the City Council of the City of Tahlequah on this 3rd day of June, 2025, after full compliance with the Oklahoma Open Meeting Act.

CITY OF TAHLEQUAH

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk
[Seal]

City of Tahlequah

PLANNING & DEVELOPMENT STAFF REPORT

TO: City of Tahlequah City Council

FROM: Paige Harjo, Tahlequah Planning & Development Director

DATE: June 3, 2025

RE: Resolution #

Recommendation: Staff Recommends approval of Case #4-2025-Zoning, Resolution # .
Changing the reference property's zoning from RS-2 to RM-2.

Background

Subject Property Address: 628 Garden Road Tahlequah, OK
Current Zoning: RS-2 Single Family Medium Density
Proposed Zoning: RM-2 Multi-Family Medium Density
Property Owner: Erika Davis Noble
Owner Representative: Erika Davis Noble/Jack Maderas

Attachments

Zoning/Vicinity Map
Comprehensive Plan Figure 7.10 Housing Plan Map
Comprehensive Plan Figure 7.3 Future Land Use Plan Map
Connect Explorer Map

Project Summary

The applicant is requesting a zoning change to use the property for new development of a duplex unit.

Existing Context

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

<i>Existing Land Use</i>	<i>Existing Zoning</i>
Single Family Medium Density	RS-2
<i>Proposed Land Use</i>	<i>Proposed Zoning</i>
Multi-Family Medium Density	RM-2
<i>Surrounding Land Use</i>	<i>Surrounding Zoning</i>
North: Single Family Medium Density	North: RS-2
South: Single Family Medium Density	South: RS-2
East: Single Family Medium Density	East: RS-2
West: Single Family Medium Density/Multi-Family Low Density	West: RS-2/RM-1

Historic Context

The subject property was zoned R1 during an annexation project in 1998. The subject property was designated RS-2 upon the adoption of the updated zoning ordinance and map in 2022.

Relationship with Comprehensive Plan

Within the Comprehensive Plan, the subject property is located within the Stable Neighborhood Area on both the Housing Plan Map and the Future Land Use Map. The Future Land Use Map shows the subject property continually being in a Stable Neighborhood which states, "A Stable Neighborhood is characterized as slightly newer residential neighborhoods typically developed in a single-use, suburban format." The Comprehensive Plan continues under the topic of residential land use, that "Mixed income and mixed density neighborhoods will provide diversity in housing choice and can maintain a larger percentage of homeowner occupied structures."

Relationship with Zoning Ordinance

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

Staff Comments

- a. *The subject property is in a Stable Neighborhood according to the current Housing Plan map and the Future Land Use Map.*
- b. *The definition of a Stable Neighborhood within the Comprehensive Plan mentions being slightly newer neighborhoods.*
- c. *The subject property is located next to mostly Single Family Medium Density (RS-2) and near a couple of areas of Multi-Family Low Density and Local Commercial Zonings (RM-1 and C-1).*
- d. *The subject property is in a residential area that promotes mixed income and mixed density neighborhoods.*
- e. *Being on a corner lot, RM-1 zoning would restrict the size of the duplex.*
- f. *The owner/owner representative understands they will meet all of the required city zoning ordinances.*
- g. *Staff recommends approval for the zoning change of 628 Garden Road to RM-2 (Multi-Family Medium Density)*

Planning Commission Discussion & Recommendation

Staff and petitioner presented the project for the property and board asked if anyone was in attendance

That were in opposition. There were 2 people who had questions regarding the height of the duplex and

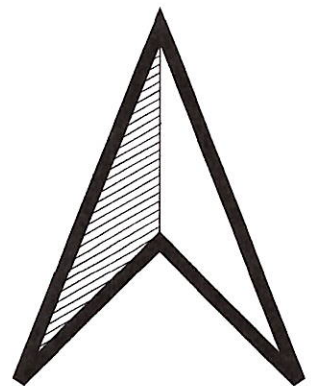
The construction traffic. They were told the duplex will only be 1 level and construction traffic would be

Minimal. The Board all voted yes for recommendation of the zoning change to RM-2 , 5-0 passed.



Subject Property

Zoning/Vicinity Map 628 Garden Road Tahlequah, OK



PLAN ELEMENTS

ELEMENT 4: HOUSING & NEIGHBORHOODS

Stable Neighborhood

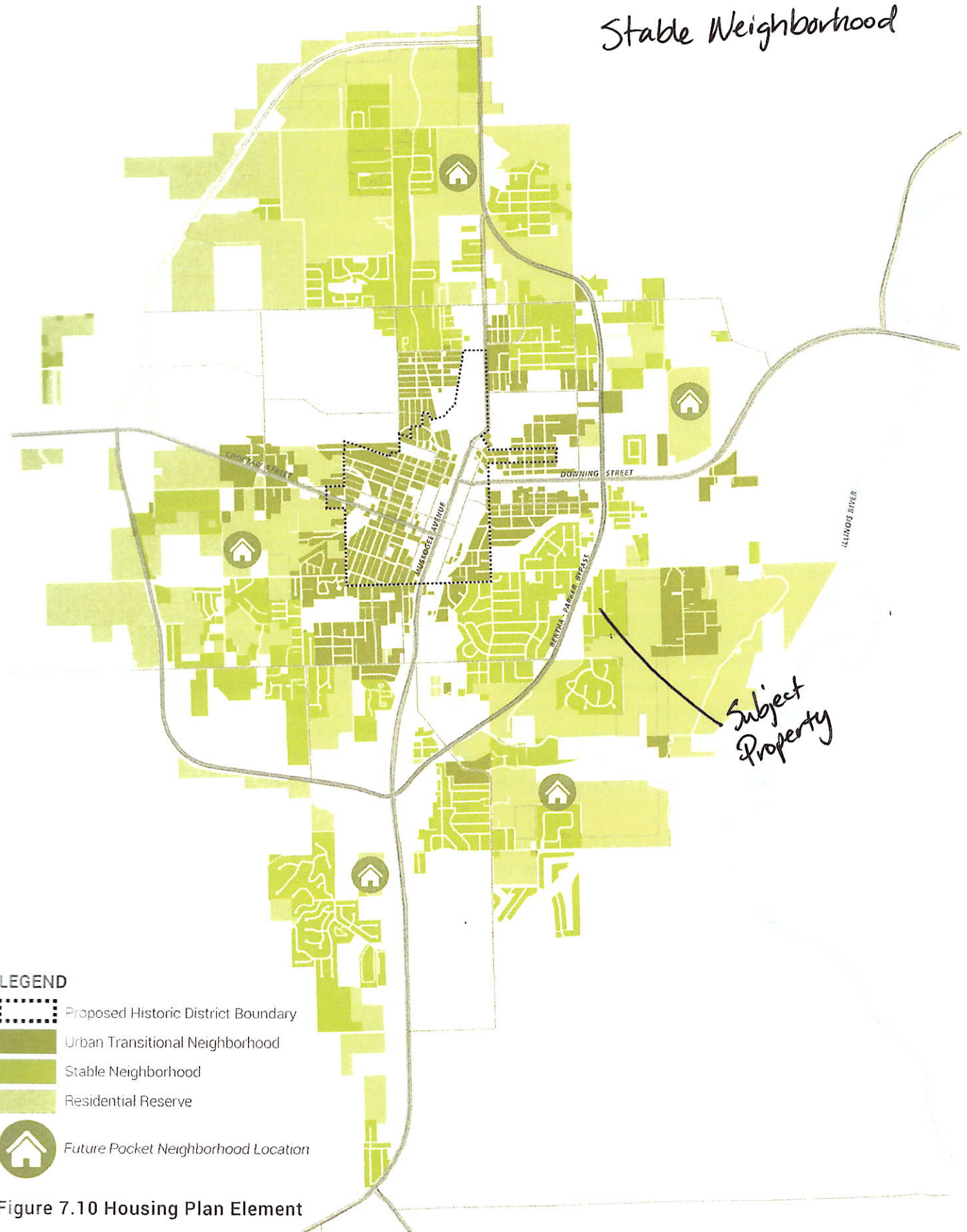


Figure 7.10 Housing Plan Element

FINAL 01/07/21

PLAN ELEMENTS

ELEMENT 1: LAND USE

Stable Neighborhood

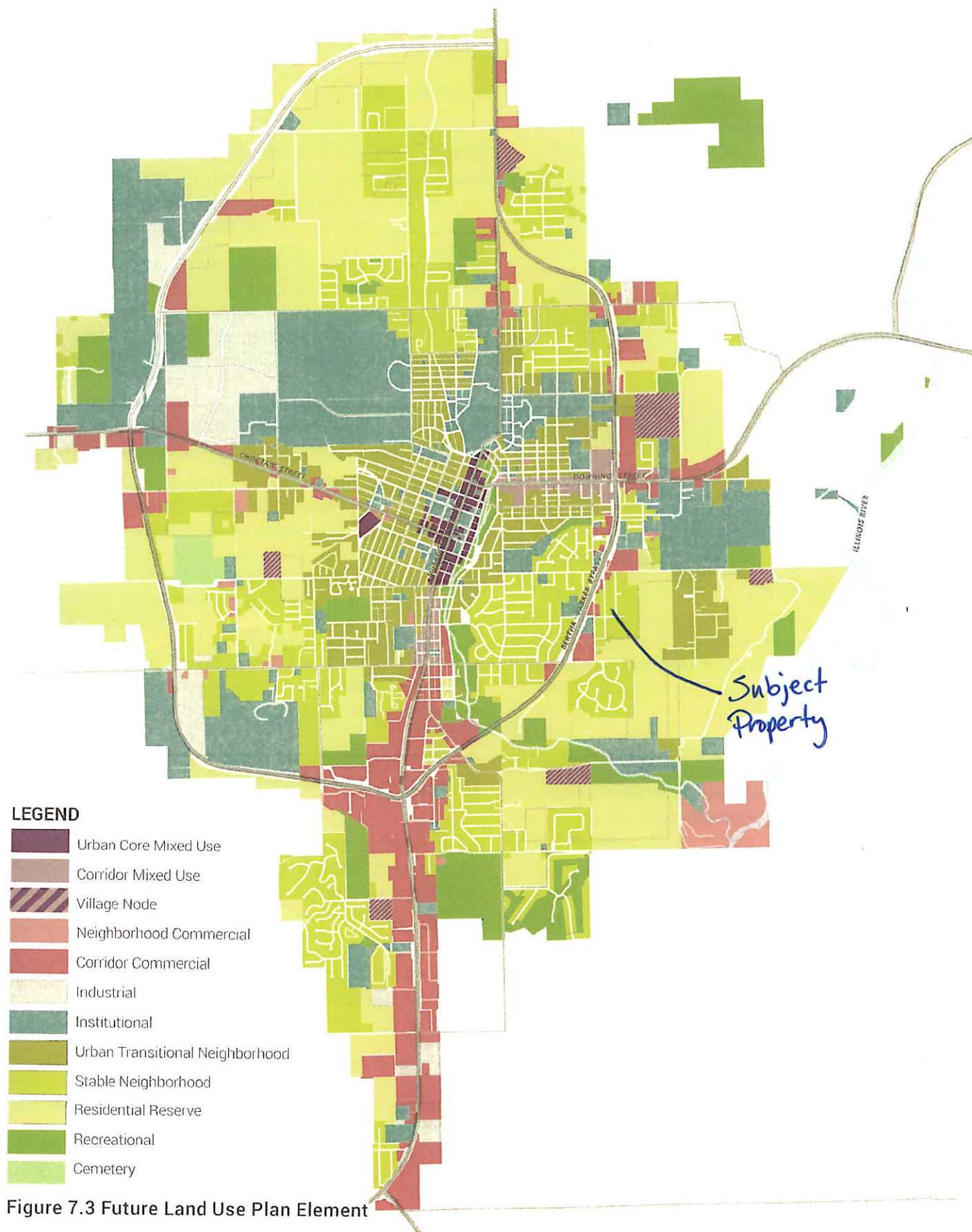


Figure 7.3 Future Land Use Plan Element

FINAL 01/07/21

107

[illegible]

Page 178 of 195

TAHLEQUAH ZONING COMMITTEE

**REVIEW OF 628 GARDEN ROAD REZONING
REQUEST
MAY 27, 2025**

Honoring Heritage and Building for the Future

I am a proud citizen of the Cherokee Nation with deep ancestral roots in Oklahoma. My great grandfather Joe Starr is my direct lineage into the Cherokee tribe having been interviewed as a child for the Dawes roll with his mother. My extended family has come to the National Holiday annually—experiences that have instilled in our family a profound respect for this community and its resilience.

Today, I propose constructing a duplex residence at 628 Garden Road in Tahlequah. This initiative is more than a building project; it represents my commitment to contributing to the growth and well-being of our community. With the establishment of the OSU College of Osteopathic Medicine at the Cherokee Nation and the ongoing development of the new W.W. Hastings Hospital, there is an increasing demand for quality housing to accommodate medical professionals, students, and staff.

This project aims to meet part of that need while honoring the legacy of service and perseverance that defines the Cherokee Nation.

Addressing Community Housing Needs

- Location:** 628 Garden Road, Tahlequah, OK

- Project:** Construction of a duplex residence

- Objective:** Provide quality housing to support the growing needs of medical professionals, students, and staff associated with nearby healthcare and educational institutions

- My Tahlequah 2040 Comprehensive Plan:** Emphasizes the need for diversified housing options, infill development, and preservation of neighborhood character to accommodate the city's growth.
- Zoning Considerations:** The property's current zoning is RM-1, and a request has been made to rezone to RM-2 to facilitate the construction of a duplex unit, aligning with the city's objectives for increased housing density in appropriate areas.
- By working with a local builder and local property management company, we plan to build a duplex that fits into the desired look of the neighborhood and community.
- We have been approved by Local Bank for a construction loan and have 100% of funds needed to pay for this duplex.
- We have our local builder and property management company selected.

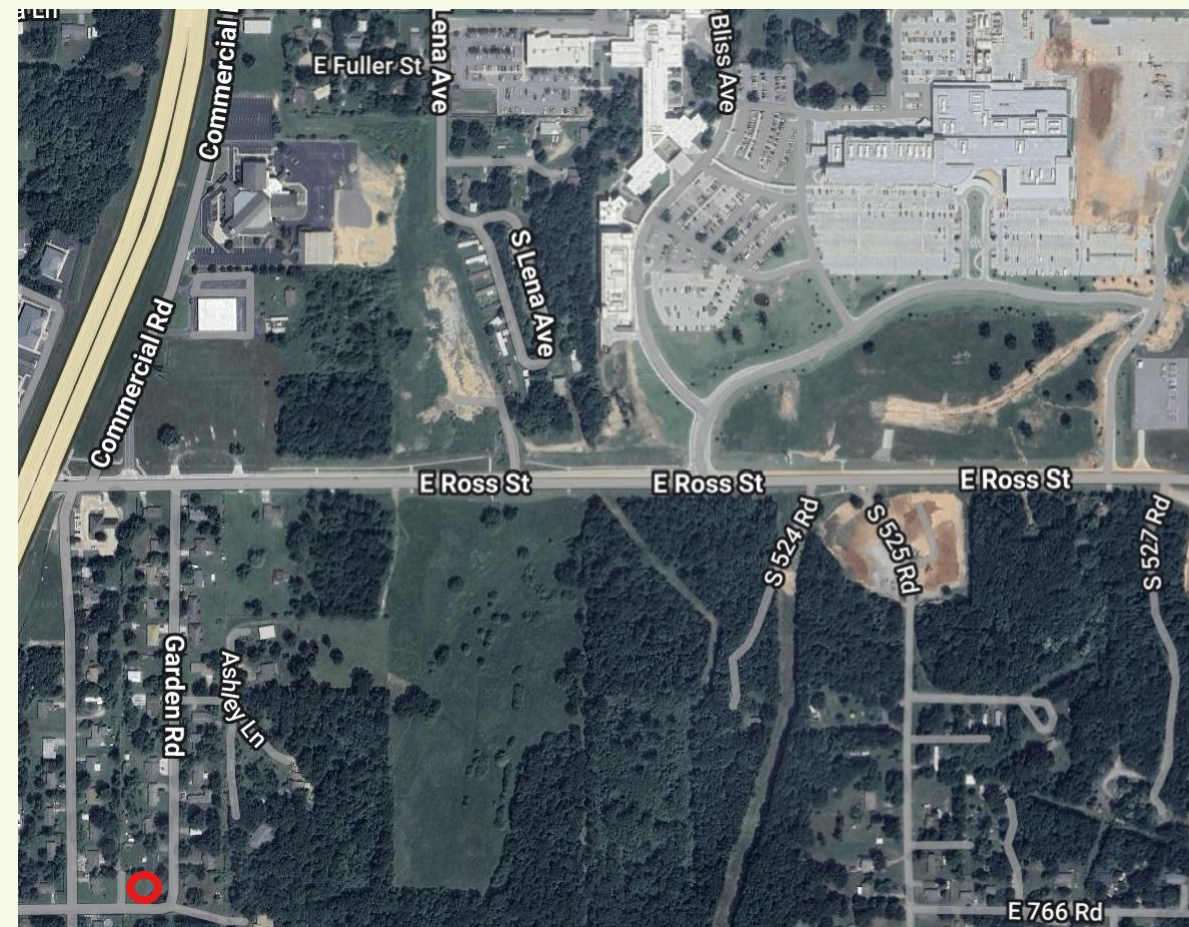
Enhancing Community Well-being

- Housing Availability:** Addresses the immediate need for quality housing near key healthcare and educational institutions.
- Economic Growth:** Supports local economic development by providing housing for professionals contributing to the community.
- Cultural Continuity:** Reflects a commitment to the Cherokee Nation's values of community, resilience, and progress.

628 GARDEN ROAD



628 GARDEN ROAD IS A 3
MINUTE DRIVE TO W. W.
HASTINGS HOSPITAL



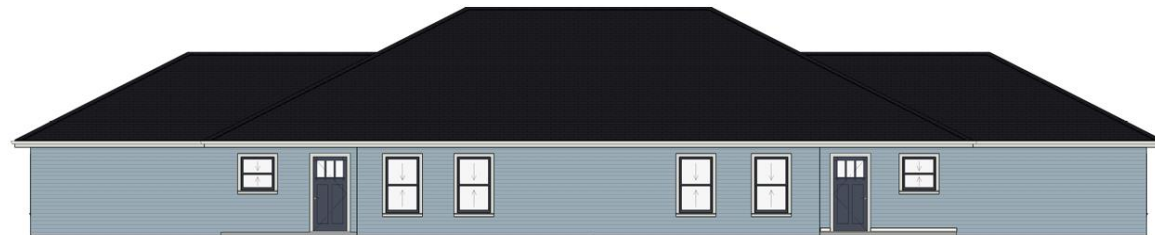
THE FOLLOWING FLOOR PLAN IS OUR PLANNED DUPLEX DESIGN WHICH FITS INTO THE REQUIREMENTS FOR RM-2



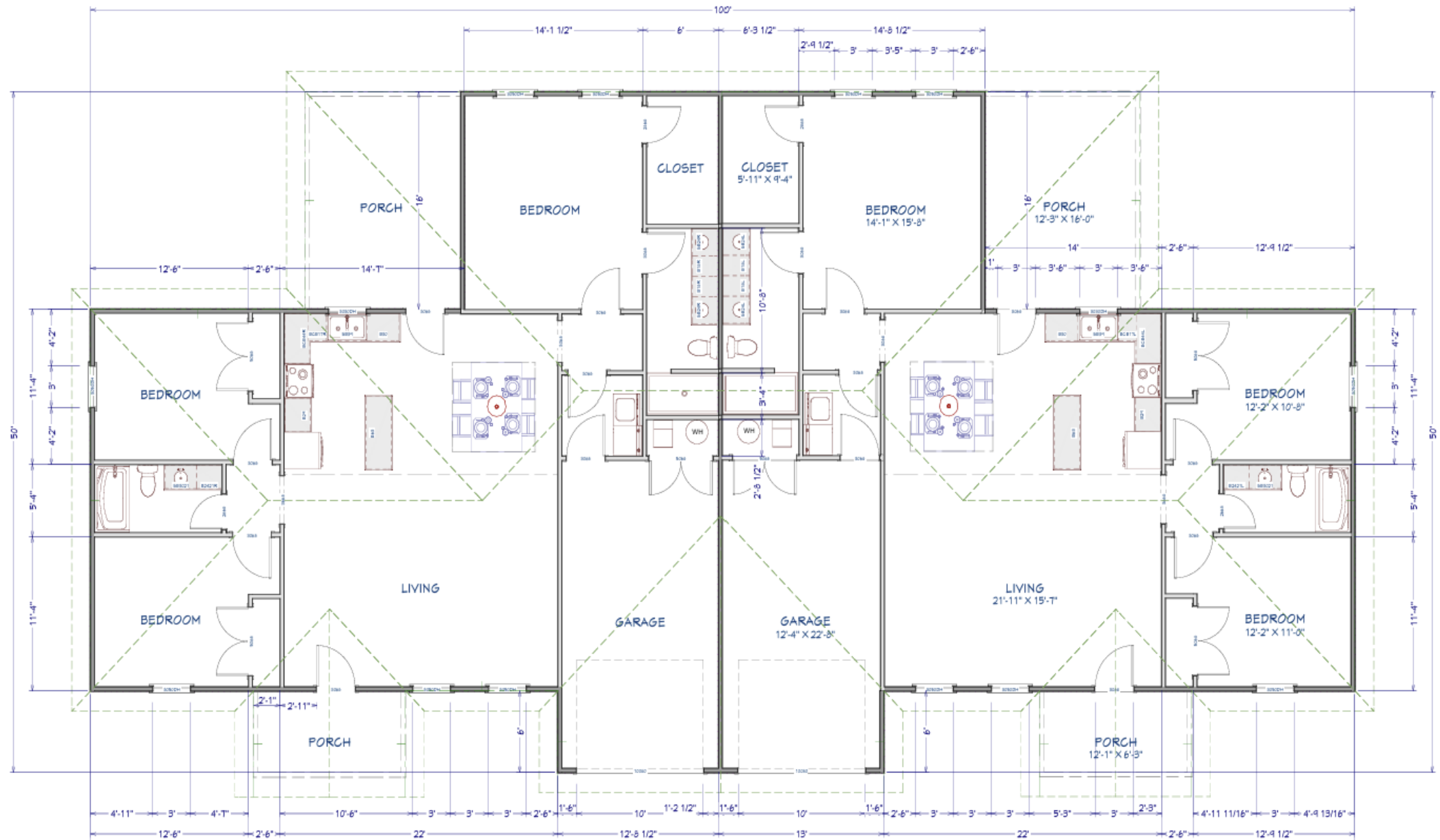
Exterior Elevation Front



Exterior Elevation Right



Exterior Elevation Back



Thank you for your consideration.

Erika and Cecil Noble

ORDINANCE NO. 1388-2025

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 14, COMPLETE STREETS; BY REPEALING CHAPTER 14-801 THROUGH 14-804 AND AMENDING CHAPTER 14-801, CREATION OF REVIEW BODY FOR THE COMPLETE STREETS POLICY, PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

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

SECTION 1. NEW LAW. Section 14-801 of the Tahlequah City Code is hereby added to read as follows:

Section 14-801. Creation of Review Body for the Complete Streets Policy

- A. The City of Tahlequah Planning Commission shall review, at least once per year, the City of Tahlequah Complete Streets Policy adopted by Resolution. A review of the policy by the Commission shall be reviewed at the Commission's regularly scheduled January meeting.
- B. Upon review, if any amendments to the policy are recommended by the Planning Commission, the Planning Commission shall forward any recommendations to the City Council for consideration.

SECTION 2. NEW LAW. NON-CODIFICATION. The City Clerk is hereby directed to codify the provisions of this ordinance into the Tahlequah City Code of Tahlequah, Oklahoma.

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

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

SECTION 5. EMERGENCY. It being necessary for the preservation of the public peace, health, safety 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 3rd DAY OF JUNE, 2025.

THE CITY OF TAHLEQUAH, OKLAHOMA

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 3rd DAY OF JUNE, 2025.

John Tyler Hammons, City Attorney

ORDINANCE NO. 1389-2025

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TAHLEQUAH, PART 7, FINANCE AND TAXATION; CHAPTER 7-1, FINANCE AND BUDGET ADMINISTRATION; SECTION 7-114, RESERVE FUNDS; PROVIDING FOR CODIFICATION; SEVERABILITY; REPEALLING, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Tahlequah, Oklahoma, that:

SECTION 1. AMENDATORY. Section 7-114 of the Tahlequah City Code of Ordinances is hereby amended to read as follows:

- ~~A. Creation of Reserve Funds: This section creates reserve funds for the general purposes of: ensuring the ongoing operations of the City of Tahlequah's general fund in times of extraordinary expenses or revenue shortfalls; addressing emergency expenditure requirements; and/or addressing unforeseen major capital facility maintenance needs. The City's general fund shall have an unappropriated operating reserve fund balance of at least 5% of annually budgeted expenditures, in addition to an appropriated emergency reserve account of 3% of annually budgeted expenditures. It is recognized that council may still adopt an annual budget in compliance with the Oklahoma municipal budget act if the operating reserve and the emergency reserve do not meet the reserve requirements set out herein. The City shall also have and there is hereby established a net revenue stabilization fund ("rainy day fund") that may be funded from revenues in excess of budgeted revenue projections, transfer of appropriations for expenditures that are less than budgeted allocations, and/or from existing general fund balance. When the operating reserve and emergency reserve requirements are met, the City of Tahlequah shall budget for and/or make transfer appropriations to the net revenue stabilization fund from the general fund or other City of Tahlequah governmental funds until the fund balance of the net revenue stabilization fund reaches an amount not less than 4% but not more than 7% of annually budgeted general fund expenditures in the then current budget year.~~
- ~~B. Use Of Appropriated Net Revenue Stabilization Fund Balances; Requirements To Maintain Net Revenue Stabilization Fund Balances:~~
- ~~1. Definitions: Unless otherwise stated in this section, the terms defined in the most recently amended Oklahoma Municipal Budget Act[1] apply herein. The net revenue stabilization fund may also be known as or titled the "rainy day fund."~~
 - ~~2. Appropriation Of Net Revenue Stabilization Fund Balances:~~
 - ~~a. The City council cannot appropriate net revenue stabilization ("rainy day") fund balances without the affirmative majority vote of the City council members.~~
 - ~~b. Net revenue stabilization fund balances can only be appropriated in instances in which: 1) unexpected expenses are incurred within the City of Tahlequah general fund due to natural or man-made disasters, as declared by the president of the United States or the governor of Oklahoma, and the Mayor of Tahlequah; and the general fund emergency~~

~~reserve appropriation has been expended or obligated for expenditure; or 2) the general fund operating reserve is projected to be drawn down to a level below 1% of annually budgeted expenditures, due to sustained revenue fluctuations or unexpected expenditures; or 3) critical, non-programmed onetime capital expenditures are required for the maintenance, replacement, construction or improvement of City of Tahlequah buildings or infrastructure.~~

- ~~3. Maintenance Of Net Revenue Stabilization Fund Balance: At any time that the net revenue stabilization fund balance is below the required 4% of annually budgeted general fund expenditure level, the council shall take action to restore the fund balance to its required level with three years of the occurrence of the shortfall, and will seek to maintain the fund at 5% of annually budgeted general fund expenditures.~~
- ~~4. Reconciliation: In conjunction with the council's required acceptance of the comprehensive annual financial report, the finance director shall reconcile any revenue or expenditure projections that resulted in transfers into or withdrawals from the net revenue stabilization fund with actual stated budgetary year end results and shall, to the extent practicable, rebalance the allocations accordingly.~~
- ~~5. Authorization: The assistant City Administrator or her/his designee is authorized and directed to establish procedures and policies to implement this section.~~

A. Revenue Certification. On May 1 of each year, the Finance Director shall:

1. Certify the current cash on hand balance of the Revenue Stabilization Fund as of such date;
2. Certify the current cash on hand balance of the Special Cash Fund as of such date;
3. Certify the current cash on hand balance of each Special Revenue Fund. As used in this section, a "Special Revenue Fund" is any fund of the City, regardless of how styled, which directly receives an apportionment of tax revenues other than the General Revenue Fund;
4. Certify the total amount of revenue which actually accrued during the current fiscal year to the General Revenue Fund and to each Special Revenue Fund as of such date together with a projection for all additional revenues projected to be accrued to such funds by the end of the fiscal year for all sources of revenue to each such fund. As used in this section, "revenue" shall not include any cash on hand balances of any fund; and
5. Certify the revenue projected to be received by the City accruing to the General Revenue Fund and to each Special Revenue Fund under the laws in effect at the time such determination is made for the next ensuing fiscal year for all sources of revenues to each such fund. Such an estimate shall consider any increase or decline in revenues which would result from predictable changes in economic activity.

Such certification shall be filed with the Mayor. The City Council shall not adopt any budget until such certification is made and filed, provided, should the Finance Director fail to make and file such certification by the time required, it shall be the duty of the Mayor to make the certification required by this subsection.

- B. **Operating Reserve.** The City Council shall appropriate no more than ninety-five percent (95%) of the amounts certified by the Finance Director as being projected for the next ensuing fiscal year for the General Revenue Fund and each Special Revenue Fund on an individual basis; provided, however, the City Council may appropriate the full amount of any and all state, tribal, and/or federal grant funds projected to be received in the ensuing fiscal year as certified by the Finance Director.
- C. **Revenue Raising Measures.** The City Council may, at any meeting thereof, enact laws to provide for additional tax revenues. Upon the adoption of any such measure, it shall be the duty of the Finance Director to, within thirty (30) days of the effective date of the measure, make a determination of the revenues that will accrue under such measure and compute ninety-five percent (95%) of the amount of any increase resulting from such measure, and such change shall be added to the amount previously certified as available for appropriation for each fund respectively and, together with any previously certified amount, shall become the new maximum appropriation amount. The Finance Director shall file the amount of such adjusted certification with the Mayor; provided, should the Finance Director fail to make and file such certification by the time required, it shall be the duty of the Mayor to make the certification required by this subsection.
- D. **Revenue Stabilization Fund.** There is hereby established a Revenue Stabilization Fund. All revenues received by the City accruing to the benefit of the General Revenue Fund over and above the ninety-five percent (95%) certification above provided in a given fiscal year shall be deposited in the Revenue Stabilization Fund until such time at the amount of the Revenue Stabilization Fund equals fifteen percent (15%) of the General Revenue Fund certification for the then current fiscal year. Appropriations from the Revenue Stabilization Fund shall be made only as follows:
1. **Revenue Stabilization.** Up to three-eighths ($3/8$) of the cash on hand balance of the Revenue Stabilization Fund at the beginning of the then current fiscal year may be appropriated by the City Council for the forthcoming fiscal year when the Finance Director's revenue certification for said forthcoming fiscal year General Revenue Fund is less than that of the then current fiscal year's certification. In no event shall the amount of monies appropriated from the Revenue Stabilization Fund pursuant to this paragraph be in excess of the difference between the two certifications.
 2. **Revenue Failure.** Up to three-eighths ($3/8$) of the cash on hand balance of the Revenue Stabilization Fund at the beginning of the then current fiscal year may be appropriated by the City Council for the needs of the then current fiscal year if the Finance Director certifies to the Mayor that a revenue failure has occurred with respect to the General Revenue Fund. In no event shall the amount of monies appropriated from the Revenue Stabilization Fund pursuant to this paragraph be in excess of the amount of the projected revenue failure in the General Revenue Fund for the entire fiscal year. Provided, monies appropriated to a City department or entity pursuant to this paragraph may not be used to increase the total appropriation amount such City department or entity as compared to the amount

such City department or entity was approved to receive at the beginning of the then current fiscal year. As used in this paragraph, a “revenue failure” is any circumstance when the Finance Director determines revenues projected to be actually received during the entire fiscal year from all sources of revenue for the General Revenue Fund collectively are not reasonably expected to be at least ninety percent (90%) of the then current fiscal year’s certification.

3. **Emergency Needs.** Up to one-quarter (1/4) of the cash on hand balance of the Revenue Stabilization Fund at the beginning of the then current fiscal year may be appropriated by the City Council upon a declaration by the Mayor that emergency conditions exist and that appropriations from the Revenue Stabilization Fund will alleviate distress and aid in restoring normal conditions. As used in this paragraph, “emergency conditions” means conditions resulting from sudden and unexpected happenings or unforeseen occurrences whereby the public health or safety is endangered whether caused by natural or manmade disasters which necessitate the use of resources beyond those budgeted for the then current fiscal year to alleviate the suffering caused thereby.

- E. **Special Cash Fund.** There is hereby established a Special Cash Fund. All revenues received by the City accruing to the benefit of the General Revenue Fund over and above the ninety-five percent (95%) certification above provided in a given fiscal year not required to be placed in the Revenue Stabilization Fund shall be deposited in the Special Cash Fund. The City Council may, but need not, appropriate, either as part and parcel of the adoption of the annual budget or at any other time as a special appropriation, up to one hundred percent (100%) of the cash on hand balance of the Special Cash Fund for such purposes as the City Council may determine to be useful and proper.

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

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

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

SECTION 5. EMERGENCT. It being necessary to preserve the public health, safety, welfare, and morals, this Ordinance shall take effect immediately upon publication as required by law.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA on THIS 3rd DAY OF JUNE, 2025.

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

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk

APPROVED AS TO FORM AND LEGALITY this 3rd day of June, 2025.

John Tyler Hammons, City Attorney