



AGENDA

TAHLEQUAH CITY COUNCIL - REGULAR MEETING

Date/Time of Meeting Monday, July 7, 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: 874 5564 6265

Passcode: 4560651

1. MEETING CONVENED

- a) Meeting Called to Order
- b) Roll Call
- c) Invocation by Rev. Shana Dry, First United Methodist Church
- d) Flag Salute
- e) **Public Notice:** A Public Notice of meeting was provided on November 7, 2023, at 11:00 a.m. to the OK Secretary of State and an additional notice was provided on June 24, 2025, at 10:16 a.m. at 111 S. Cherokee Ave. Tahlequah, OK 74464.

2. PUBLIC INSTRUCTIONS

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

3. PUBLIC COMMENTS

Comments will be accepted 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:** Matthew Meredith, 5 years, Fire Department/Eric Lamons, 5 years, Solid Waste Department/Taylor Tannehill, 5 years, Managerial Department
- b) Presentation by Robert St. Pierre of the City of Tahlequah 2023-2024 Audit.

- c) Anthis-Brennan Expansion Project Update. Special Projects Director Ray Hammons

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 June 3, 2025, and June 26, 2025, City Council meetings.
- b) Acknowledge receipt of the May 2025 General Fund Executive Summary.
- c) Acknowledge receipt of the May 2025 Investment Schedule.
- d) Acknowledge receipt of the May 2025 Check Register.
- e) Acknowledge receipt of the May 2025 Purchasing Card Statement.
- f) Acknowledge receipt of the May 2025 Open PO Report.
- g) Accept the City of Tahlequah 2023-2024 audit as presented by Robert St. Pierre.
- h) Accept the donation from Cherokee Nation in the amount of \$35,000, placing the funds in the Police Department's Restricted Donations account and amending the budget accordingly.
- i) Accept the donation from Larry & Debra Dickerson in the amount of \$200, placing the funds in the Animal Shelter's Restricted Donations account and amending the budget accordingly.
- j) Accept the donation from Beth Herrington Trust in the amount of \$200, placing the funds in the Animal Shelter's Restricted Donations account and amending the budget accordingly.
- k) Accept the contractual 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.
- l) Acknowledge receipt of Tahlequah Main Street Association June report.
- m) Acknowledge receipt of the May and June Tahlequah Regional Development Authority reports.
- n) Acknowledge receipt of the June 2025 Tourism Report.
- o) Acknowledge receipt of the June 2025 Chamber of Commerce report.
- p) Acknowledge receipt of the 2025-2026 FY budget for the Tahlequah Regional Development Authority.
- q) Acknowledge receipt of the 2025-2026 FY budget for the Tahlequah Public Works Authority.
- r) Approve the Mutual Fire Assistance Agreement between the Tahlequah Fire Department and the Cookson Volunteer Fire Department.
- s) Approve the lease of 20 golf carts and 1 UTV from State Contract SW-0194 for the amount of \$1,409.00/mos from GL# 210-50-8503 for use at the RiverLinks Golf Course.
- t) Approve lease of 2 golf carts from State Contract SW-0194 for the amount of \$393.40/mos from GL# 210-50-8494 for use at Anthis-Brennan Sports Complex.
- u) Approve Lease Agreement with the OK Dept. of Corrections for FY 2025-2026.

- v) Approve the Legal Services Agreement with BJ Baker, City Prosecutor, for the 2025-2026 fiscal year.
- w) Approve contract with Tahlequah Main Street Association for FY 2025-2026.
- x) Approve the contract with the Tahlequah Area Chamber of Commerce for the 2025 Bluegrass Festival.
- y) Allow the Mayor to enter into an agreement with WoolleyBooger Racing, LLC for the use of Anthis-Brennan for a drag racing event on October 16 and 17, 2025.
- z) Approve Section 300 - Pay Administration, 305-Longevity Pay policy of the Employee Handbook of the Personnel Policies.
- aa) Hire Michael Burton as a Collector in the Solid Waste Department at \$35,500 annually, effective July 7, 2025.
- bb) Hire Johnny Sloan as a Mechanic in the Solid Waste Department at \$60,000 annually, effective June 30, 2025.
- cc) Hire Robert Bilek as a Laborer/Operator in the Street Department at \$34,844.78 annually, effective July 7, 2025.
- dd) Hire 2 seasonal Part-Time Laborers, unbudgeted positions in the Street Department, to be paid from Professional Services, account # 110-667200.
- ee) Hire Carl Dallis as a Seasonal PT Laborer in the Street Department at \$16.00 per hour, effective July 7, 2025.
- ff) Hire Logan Webber as PT laborer in the Parks and Recreation Department at \$11.13 per hour, effective June 17, 2025.
- gg) Hire Misty Burke as a Dispatcher in the Police Department at \$16.00 per hour, effective July 7, 2025.
- hh) Promote Colin Girdner from Laborer/Operator to Foreman in the Street Department at \$42,508.97 annually, effective June 8, 2025.
- ii) Promote Shawn Watson from PT Animal Control Officer to FT Animal Control Officer in the Compliance Department at \$15.00 per hour, effective July 7, 2025.
- jj) Accept the resignation of Dalton Tolliver, Laborer/Operator in the Street Department, effective June 3, 2025.

6. REGULAR SESSION

- a) Discussion and possible action on items removed from the consent agenda.
- b) Discussion and possible action to approve, approve with modification(s), or deny **Resolution No. 07-07-2025**, a resolution to adopt the schedule of fees and charges for the City of Tahlequah. City Clerk Whitney Shaw
- c) Discussion and possible action to approve, approve modifications, or deny **Resolution No. 07-07-2025(A)**, a resolution relating to the incurring of indebtedness by the Trustees of the Tahlequah Public Facilities Authority and waiving competitive bidding with respect thereto; and approving a Note Purchase Agreement, Security Agreement, and other documents as may be necessary or required. Mayor Suzanne Myers and City Treasurer Marty Hainzinger
- d) Discussion and possible action to approve, approve with modifications, or deny **Resolution No. 07-07-2025(B)**, a resolution for a zoning change from RS-2 (Single-Family Medium Density) to RM-3 (Multi-Family High Density) located at 1704 & 1706 E. Downing Street,

Tahlequah, Oklahoma. To-wit: Tract #1: Beginning at a point of 172' of NE/C of the NW/4 NE/4 NE/4 of Section 34, T17N, R22E, Cherokee County, Oklahoma, thence W118'; thence S85'; thence E118', thence N85' to the POB, LESS the W25' for road easement. Tract #2: A tract of land in the NW/4 NE/4 NE/4 of Section 34, T17N, R22E, more particularly described as follows, to-wit: Beginning at the NE/C of the NW/4 NE/4 NE/4 of said Section 34; Thence W118'; Thence S172'; Thence E118'; Thence N172' to POB, LESS AND EXCEPT the W25' thereof. Tract #3: The W25' of the N257' of the E118' of the NW/4 NE/4 NE/4 of Section 34, T17N, R22E, Cherokee County, Oklahoma. Planning & Development Director Paige Harjo

- e) **FIRST READING** and possible action to approve, approve with modification, or deny **Ordinance No. 1390-2025**, an ordinance of the City of Tahlequah, Oklahoma, amending the Tahlequah City Code, Part 5, Building Regulations and Codes; Section 5-702.1, Addition and Insertions to the Housing Code; Providing for Codification, Severability, Repealer and Declaring and Emergency. Building Inspector Richard Coffron

Declare **Ordinance No. 1390-2025** 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.

- f) **FIRST READING** and possible action to approve, approve modifications, or deny **Ordinance No. 1391-2025**, an Ordinance of the City of Tahlequah, providing an easement closure located at 1547 Echota Ave. Tahlequah, Oklahoma. To-wit: Cherokee Hills, Lot 2 & Beginning at a point on the Easterly boundary Lot 1 & 74.7' NW of SE/C N64*31'57" W91.43' to point on Westerly Boundary Lot 1 Thence in Northeasterly Direction on a curve to RT a Radius of 312' Chord being N29*06'31" E47.99' AN ARC Distance 48.03' to NE/C Lot 1 S36*05' E100.4' to POB. Planning & Development Director Paige Harjo

Declare **Ordinance No. 1391-2025** 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 or deny a contract with Flock Safety for the amount of \$21,900.00 for License Plate Readers within the City limits of Tahlequah, to be paid by the Police Dept. restricted donations fund. Police Chief Nate King
- h) Discussion and possible action to approve, approve with modification, or deny an agreement between the City of Tahlequah and James W. Murray III to construct within the City's right-of-way. Mayor Suzanne Myers/City Attorney JT Hammons
- i) Discussion and possible action to authorize or deny the Mayor entering into an agreement with Childers Architects for on-demand architectural services for various city projects. Planning & Development Director Paige Harjo
- j) Discussion and possible action to authorize or deny the Mayor entering into an agreement with GH2 Architects for on-demand architectural services for various city projects. Planning & Development Director Paige Harjo
- k) Discussion and possible action to authorize or deny the Mayor entering into an agreement with Freese & Nichols for on-demand architectural & engineering services for various city projects. Planning & Development Director Paige Harjo
- l) Discussion and possible action to authorize or deny the Mayor entering into an agreement with Kimley-Horn for on-demand architectural & engineering services for various city projects. Planning & Development Paige Harjo

- m) Discussion and possible action on public park safety and institute measures to help protect the public. Councilor Ward 2, Keith Baker
- n) Discussion and possible action to approve, approve with modifications, or deny Change Order #5, in the amount of \$157,120.81 for the South Muskogee Improvement Project. Special Projects Director Ray Hammons/City Administrator Taylor Tannehill

7. EXECUTIVE SESSION (MOTION AND SECOND)

- a) 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.
- b) Pursuant to 25 § 307(B)(1), discuss the employment agreement of the City Administrator, and, if necessary, take appropriate action in open session.
- c) 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.

8. RECONVENE INTO REGULAR SESSION (MOTION AND SECOND)

- a) 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.
- b) Discussion and possible action related to the employment agreement of the City Administrator as discussed in the Executive Session.
- c) Discussion and possible action related to negotiations with the International Association of FireFighters Local 4099, as discussed in the Executive Session.
- d) Adjourn.

NOTICE OF MEETING TAHLEQUAH CITY COUNCIL

REGULAR MEETING

Date/Time of Meeting: Monday, JULY 7, 2025, at 5:30 p.m.
Place of Meeting: The meeting will be held at **111 Cherokee Ave. Tahlequah, OK 74464**

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.

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: 874 5564 6265
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: 874 5564 6265 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 **10:16 a.m. on June 24, 2025.**



Whitney Bohan

**MINUTES
TAHLEQUAH CITY COUNCIL
SPECIAL MEETING – JUNE 3, 2025 - 5:30 PM
111 Cherokee Ave. Tahlequah, OK 74464**

1. MEETING CONVENED

- a. Meeting called to order by Council President Stephen Highers 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

Absent:	Councilor Ward IV	Josh Allen
	Mayor	Suzanne Myers

Others present: 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:** Josh Hale, Cornerstone Fellowship
- d. **Flag salute:** Led by Council President Stephen Highers
- e. **Public Notice:** December 19, 2024 at 9:10 a.m. and May 22, 2025 at 2:40 p.m.

2. PUBLIC INSTRUCTIONS

Access Code: 836 7011 2288 **Password:** 4560651

3. NO PUBLIC COMMENTS

4. ANNOUNCEMENTS AND PRESENTATIONS

- a) Chad Reed, 10yrsTPD, Kendall Hale, 20yrs-Parks & Rec
- b) City Administrator Taylor Tannehill thanked City Departments for storm recovery effort
- c) Anthis-Brennan update not given.
- d) 2013 Bond Projects update by City Administrator Taylor Tannehill

5. CONSENT AGENDA

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

- a) Approve the minutes from the May 5 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 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.
- i) Acknowledge receipt of the Purple Wave Surplus Auction proceeds date 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 for the 2025-2026 fiscal year.
- l) Approve the renewal contract with CivicPlus for Recreation Management software for fiscal year 2025-2026.
- 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 DPT 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 DOC Services, 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 Disposal Agreement with Waste Management of Oklahoma, Inc.
- z) Approve the Mayor's re-appointment 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 Armando 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) **Removed to Regular Session by Councilman Stephen Highers.**
- ff) Hire Lakyn Adams, Christopher Hetherington, and Isabella Sierra as PT Laborers/Concessions in the Parks & Rec 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, effect 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 resignation 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.

Vote: Ayes: Nays: None Motion carried

6. REGULAR SESSION

- 6a) No action was taken on **Consent item (ee):** Approve the Mayor's reappointment of Paula Mutzig to the TRDA Board for a 3-year term, ending in 2026.

- 6b) Councilor Perry made a motion and Councilor Highers seconded to enter into the PUBLIC HEARING on the proposed 2025-2026 City Budget. Brief discussion on proposed budget by City Treasurer Marty Hainzinger. No questions or public comments.

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

Councilor Perry made a motion and Councilor Baker seconded to exit the Public Hearing.

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

- **6g)** Item 6g moved upon request of City Administrator, Taylor Tannehill. Councilor Baker made a motion and Councilor Perry seconded to approve Ordinance No. 1388-2025.

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

NO EMERGENCY VOTE TAKEN.

- 6c) Councilor Highers made a motion and Councilor Baker seconded to approve Resolution No. 06-02-2025A, a resolution approving the City of Tahlequah 2025-2026 budget.

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

6d) Councilor Perry made a motion and Councilor Highers seconded to authorize the Mayor entering into an agreement with James Murray, property owner at 334 N. Muskogee Avenue.

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

6f) Councilor Highers made a motion and Councilor Perry seconded to approve Ordinance No. 1388-2025.

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

NO EMERGENCY VOTE TAKEN

7) EXECUTIVE SESSION

Councilor Perry made a motion and Councilor Highers seconded to Exit Regular Session and enter Executive Session at 6:41 pm.

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

8) RETURN FROM EXECUTIVE SESSION at 7:24 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 Highers made a motion and Councilor Perry seconded to approve the settlement related to Case #CJ-24-64, as discussed in the Executive Session.

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

d) No action required related to economic development to entice businesses to remain or locate within the City of Tahlequah, as discuss in executive session.

e) Meeting adjourned at 7:25 p.m.

MINUTES
TAHLEQUAH CITY COUNCIL
SPECIAL MEETING – JUNE 26, 2025 - 9:00 AM
111 Cherokee Ave. Tahlequah, OK 74464

ZOOM ID: 856 8966 7417 PASSCODE: 4560651

1. MEETING CONVENED

- a. Meeting called to order by Mayor Suzanne Myers at 9:00 am.
- b. City Clerk, Whitney Shaw, called the roll as follows:

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

Absent:	Councilor Ward III	Stephen Highers
	City Attorney	JT Hammons
	City Treasurer	Marty Hainzinger

Others present: City Administrator Taylor Tannehill and City Clerk Whitney Shaw

- c. Public Notice: June 23, 2025 at 8:16 p.m.

2. REGULAR SESSION

- a) Councilor Perry made a motion and Councilor Allen seconded to enter into Executive Session

Vote: Ayes: Perry, Allen, Baker

Nays: none

Motion carried

3. 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.

8) RETURN FROM EXECUTIVE SESSION at 9:35 a.m.

- a) Councilor Allen made a motion and Councilor Perry seconded to accept final negotiations with Fraternal Order of Police Lodge No. 201, as discussed in the Executive Session.

Meeting adjourned at 9:36 a.m.

Cash Flow Overview		
Beginning Cash Balance	\$	1,143,651
Total Revenue for the Month	\$	1,178,951
Total Expenditure for the Month	\$	818,283
Ending Cash Balance	\$	1,504,319

Year to Date Performance		
Total Revenues	\$	13,270,776
Total Expenditures	\$	11,846,319
Net Surplus/Deficit	\$	1,424,457

Revenue Summary							
	Sales Tax	Use Tax	TPWA Light & Water	Fines & Forfeitures	Licenses & Permits	Miscellaneous	Charges for Services
Budgeted Revenue	\$ 7,317,292	\$ 710,417	\$ 1,283,333	\$ 279,813	\$ 175,083	\$ 467,958	\$ 243,192
Actual Revenue	\$ 7,830,933	\$ 986,190	\$ 1,380,430	\$ 507,233	\$ 197,158	\$ 392,867	\$ 347,422
Total Variance	\$ 513,641	\$ 275,773	\$ 97,097	\$ 227,420	\$ 22,075	\$ (75,091)	\$ 104,230
Percentage Variance	7.02%	38.82%	7.57%	81.28%	12.61%	-16.05%	42.86%
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	Slight uptick in utilities as hotter weather comes in	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	\$ 7,668,602	\$ 733,613	\$ 452,375	\$ 4,298,368	\$ 1,049,544
Actual Expenditures	\$ 7,288,096	\$ 666,052	\$ 382,276	\$ 2,730,894	\$ 821,569
Total Variance	\$ 380,506	\$ 67,561	\$ 70,099	\$ 1,567,474	\$ 227,975
Percentage Variance	-4.96%	-9.21%	-15.50%	-36.47%	-21.72%
Notes	We are nearly fully staffed as we approach the end of the fiscal year	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 May 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 May 31, 2025

BANK	AMOUNT	PERCENTAGE	
Bank Accounts			
Reserve Operating Armstrong	\$3,050,996.79	4.25%	
Streets & Sidewalks Armstrong	\$5,284,529.16	4.25%	
General Fund Sweep Bank First	\$3,445,002.68	3.88%	
Anthis-Brennan Local Bank	\$1,036,149.49	4.00%	
BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
Edward Jones			
CASH			
Bank Amer Na Charlotte NC	\$124,000.00	4.80%	3/16/2026
Bmo Harris Bk Natl Assn	\$244,000.00	4.45%	5/24/2028
BMW Bk North Amer Salt Lake	\$245,000.00	3.45%	9/9/2025
Cibc Bk USA Chicago IL	\$244,000.00	4.25%	2/24/2026
Citizens Bk & Tr Co of Ardmore	\$244,000.00	4.60%	9/21//2029
Discover Bk Greenwood Del	\$244,000.00	4.80%	8/24/2026
First Fed Svgs & Ln Assn Cent	\$245,000.00	3.95%	11/05/2027
Goldman Sachs Bk USA New York	\$200,000.00	4.10%	1/24/2028
Merchants Coml Bk St Thomas VI	\$128,000.00	4.60%	5/22/2028
Mizrahi Tefahot Bk Ltd Los	\$200,000.00	4.50%	3/7/2030
Morgan Stanley Bk N A Salt	\$245,000.00	3.60%	9/15/2026
Pacific Premier Bk Irvine	\$124,000.00	5.00%	9/15/2025
State Bk India Chicago Ill	\$245,000.00	3.65%	9/20/2027
Synchrony Bk Retail Ctf Dep	\$243,000.00	5.25%	9/22/2025
Toyota FINL Svgs Bk Hend NV	\$150,000.00	4.60%	5/24/2029
UBS Bank USA Salt Lake City UT	\$249,000.00	4.10%	03/13/2028
Univest Natl Bk Tr Souderton	\$249,000.00	4.50%	5/17/2027
Wells Fargo Bk N A Sioux Falls	\$238,000.00	5.05%	11/15/2027
TOTAL	\$3,861,000.00		

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/25	05/27/2025	60579	158659	Toast Inc	110202000	2,678.44- V
05/25	05/12/2025	60660	158677	David Powell	110202000	245.00- V
05/25	05/02/2025	60695	158606	A+ Pest Guard LLC	110202000	65.00
05/25	05/02/2025	60696	1186	Applied Concepts, Inc.	110202000	9,924.00
05/25	05/02/2025	60697	2020	Bill John Baker II	110202000	4,230.00
05/25	05/02/2025	60698	2415	Bull Tuff Mud Company Ready Mix	110202000	3,358.00
05/25	05/02/2025	60699	157988	Consolidated Communications	110202000	1,170.20
05/25	05/02/2025	60700	3840	Construction Industries Board	110202000	35.00
05/25	05/02/2025	60701	158358	Deidra Hood	110202000	125.00
05/25	05/02/2025	60702	158596	Elijah Spray VT	110202000	400.00
05/25	05/02/2025	60703	6825	GT Distributors - Austin	110202000	1,239.04
05/25	05/02/2025	60704	158273	Johnny Freeze Cream Ice, LLC	110202000	780.00
05/25	05/02/2025	60705	158065	Kirk Lawn Care, LLC	110202000	15,350.00
05/25	05/02/2025	60706	158593	Lori L Gossard	110202000	2,000.00
05/25	05/02/2025	60707	158631	Matt Cloud	110202000	1,250.00
05/25	05/02/2025	60708	10580	Mike Palmer	110202000	1,695.20
05/25	05/02/2025	60709	10742	Motorola Solutions, Inc.	110202000	41,444.50
05/25	05/02/2025	60710	158614	Network Enhancement Systems, Inc	110202000	439.94
05/25	05/02/2025	60711	11314	Northeastern Health System	110202000	224,308.20
05/25	05/02/2025	60712	12000	OK Production Ctr, Inc	110202000	4,678.66
05/25	05/02/2025	60713	158530	Rhonda Norris RVT	110202000	950.00
05/25	05/02/2025	60714	13880	Richard Smith	110202000	3,500.00
05/25	05/02/2025	60715	15210	Springwater Fence LLC	110202000	18,835.00
05/25	05/02/2025	60716	158649	Stephanie Delano	110202000	200.00
05/25	05/02/2025	60717	15870	Tahlequah Main Street Assoc.	110202000	12,000.00
05/25	05/02/2025	60718	16945	Uline, Inc.	110202000	6,544.81
05/25	05/02/2025	60719	17720	Wheeler Metals, Inc	110202000	11,364.80
05/25	05/02/2025	60720	17750	Wight Office Machines	110202000	60.86
05/25	05/02/2025	60721	158277	Your Health, LLC	110202000	500.00
05/25	05/08/2025	60722	500	Adrian Farm Supply LLC	110202000	47.84
05/25	05/08/2025	60723	158045	Ascentis Corporation (Prior- Novatime)	110202000	763.56
05/25	05/08/2025	60724	2415	Bull Tuff Mud Company Ready Mix	110202000	3,139.00
05/25	05/08/2025	60725	2794	Chamber of Commerce	110202000	20,166.67
05/25	05/08/2025	60726	2795	Chamber of Commerce	110202000	625.00
05/25	05/08/2025	60727	3010	Cherokee County Board of Comm.	110202000	75.60
05/25	05/08/2025	60728	3050	Cherokee County Detention	110202000	2,494.25
05/25	05/08/2025	60729	3380	Cintas Corp #2	110202000	1,234.30
05/25	05/08/2025	60730	158633	Clear Creek Golf Car & Vehicles LLC	110202000	480.00
05/25	05/08/2025	60731	4380	Danny's Muffler & Tire, Inc	110202000	167.30
05/25	05/08/2025	60732	158660	Eide Bailly LLP	110202000	46,961.25
05/25	05/08/2025	60733	158596	Elijah Spray VT	110202000	200.00
05/25	05/08/2025	60734	158178	Enterprise Fleet Management, Inc.	110202000	34,201.10
05/25	05/08/2025	60735	157912	Erica M'Lynn Pape	110202000	91.28
05/25	05/08/2025	60736	158609	Fleet Fuels LLC	110202000	1,194.00
05/25	05/08/2025	60737	6080	Fuelman of Oklahoma	110202000	7,419.04
05/25	05/08/2025	60738	158079	Glidewell Distributing Co, Inc.	110202000	1,017.97
05/25	05/08/2025	60739	158459	Hammons, Hamby, and Price PLLC	110202000	4,291.67
05/25	05/08/2025	60740	158567	HELLAS CONSTRUCTION, INC.	110202000	548,861.32
05/25	05/08/2025	60741	158557	Karen Murphy	110202000	229.60
05/25	05/08/2025	60742	9050	Kelly Engineering & Assoc, Inc	110202000	12,405.00
05/25	05/08/2025	60743	9400	Lake Region Electric	110202000	2,098.05
05/25	05/08/2025	60744	157846	Lake Region Electric-Telecom	110202000	286.82
05/25	05/08/2025	60745	9770	Love Bottling Company	110202000	2,040.60

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/25	05/08/2025	60746	158383	Macquarie Equipment Capital Inc.	110202000	374.00
05/25	05/08/2025	60747	10810	Municipal Court CLEET Acct	110202000	7,127.22
05/25	05/08/2025	60748	157829	NOPFA Gas/Utilities	110202000	2,661.80
05/25	05/08/2025	60749	11300	Northeast OK Public Facilities	110202000	127.47
05/25	05/08/2025	60750	12275	Ok Uniform Building Code Com	110202000	100.00
05/25	05/08/2025	60751	157851	One Source Water, LLC	110202000	247.65
05/25	05/08/2025	60752	12380	Osman Equipment	110202000	5,129.21
05/25	05/08/2025	60753	158530	Rhonda Norris RVT	110202000	400.00
05/25	05/08/2025	60754	14230	Sadler Paper Supply	110202000	351.51
05/25	05/08/2025	60755	158639	Sunny Golloway	110202000	1,250.00
05/25	05/08/2025	60756	15850	Tahlequah Lumber Co	110202000	139.98
05/25	05/08/2025	60757	158409	Tahlequah Rock & Mineral Society	110202000	25.00
05/25	05/08/2025	60758	158472	Tim M Synar	110202000	1,400.00
05/25	05/08/2025	60759	16930	Twin Cities Ready Mix	110202000	1,725.00
05/25	05/08/2025	60760	16985	UniFirst Holdings Inc	110202000	523.75
05/25	05/14/2025	60761	158606	A+ Pest Guard LLC	110202000	65.00
05/25	05/14/2025	60762	500	Adrian Farm Supply LLC	110202000	98.93
05/25	05/14/2025	60763	225	AT&T (Landline Bills)	110202000	319.14
05/25	05/14/2025	60764	157971	AT&T Mobility II LLC	110202000	1,827.74
05/25	05/14/2025	60765	240	AT&T Mobility II LLC (POLICE)	110202000	1,276.59
05/25	05/14/2025	60766	2265	Brad Hale	110202000	140.75
05/25	05/14/2025	60767	2415	Bull Tuff Mud Company Ready Mix	110202000	1,168.00
05/25	05/14/2025	60768	3020	Cherokee County Clerk	110202000	180.00
05/25	05/14/2025	60769	158537	Chronicle Ltd.	110202000	2,864.01
05/25	05/14/2025	60770	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	211,416.15
05/25	05/14/2025	60771	158433	Core & Main LP.	110202000	871.60
05/25	05/14/2025	60772	158573	Crowe & Dunlevy	110202000	1,221.64
05/25	05/14/2025	60773	158677	David Mead	110202000	245.00
05/25	05/14/2025	60774	6080	Fuelman of Oklahoma	110202000	3,931.03
05/25	05/14/2025	60775	157873	HEATH PENNINGTON	110202000	207.16
05/25	05/14/2025	60776	11220	Newman Sign Co	110202000	2,658.50
05/25	05/14/2025	60777	12080	Ok St Firefighters Assn	110202000	3,168.00
05/25	05/14/2025	60778	15908	Tahlequah Public Facilities Auth	110202000	317,124.23
05/25	05/14/2025	60779	158673	Texas AWOS Services LLC	110202000	300.00
05/25	05/14/2025	60780	16175	The Lifeguard Store	110202000	1,026.79
05/25	05/14/2025	60781	158022	VIP Voice Services LLC	110202000	2,984.00
05/25	05/14/2025	60782	17420	Walker Companies	110202000	95.00
05/25	05/14/2025	60783	17510	Waste Management	110202000	27,320.38
05/25	05/21/2025	60792	158606	A+ Pest Guard LLC	110202000	130.00
05/25	05/21/2025	60793	158635	Building & Earth Sciences Inc	110202000	1,127.00
05/25	05/21/2025	60794	158079	Glidewell Distributing Co, Inc.	110202000	937.11
05/25	05/21/2025	60795	157846	Lake Region Electric-Telecom	110202000	137.88
05/25	05/21/2025	60796	158679	Megan Stuart-Lopez	110202000	1,560.00
05/25	05/21/2025	60797	10580	Mike Palmer	110202000	1,695.20
05/25	05/21/2025	60798	12910	Pitney Bowes	110202000	171.30
05/25	05/21/2025	60799	158604	Rebecca Reaume	110202000	610.61
05/25	05/21/2025	60800	158518	Ryadd LLC	110202000	1,900.80
05/25	05/21/2025	60801	15210	Springwater Fence LLC	110202000	685.00
05/25	05/21/2025	60802	158192	Springwater Lawn Care LLC	110202000	2,777.60
05/25	05/21/2025	60803	158649	Stephanie Delano	110202000	200.00
05/25	05/21/2025	60804	16039	T & K Construction	110202000	12,000.00
05/25	05/21/2025	60805	158179	THA Hospitality, LLC	110202000	9,995.40
05/25	05/21/2025	60806	17510	Waste Management	110202000	25,133.61
05/25	05/23/2025	60807	157857	Brian Speake	110202000	300.00
05/25	05/28/2025	60808	158606	A+ Pest Guard LLC	110202000	100.00
05/25	05/28/2025	60809	2415	Bull Tuff Mud Company Ready Mix	110202000	16,000.00
05/25	05/28/2025	60810	2436	Burton Pools and Spas, LLC	110202000	857.98

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/25	05/28/2025	60811	3070	Cherokee County Election	110202000	1,373.72
05/25	05/28/2025	60812	5505	Ergon Asphalt & Emulsions, Inc	110202000	1,762.68
05/25	05/28/2025	60813	157912	Erica M'Lynn Pape	110202000	37.24
05/25	05/28/2025	60814	6080	Fuelman of Oklahoma	110202000	7,273.79
05/25	05/28/2025	60815	158079	Gldewell Distributing Co, Inc.	110202000	1,905.74
05/25	05/28/2025	60816	6740	Greg's Port-A-Potties	110202000	75.00
05/25	05/28/2025	60817	6880	HWI Equipment, Inc.	110202000	2,369.50
05/25	05/28/2025	60818	158273	Johnny Freeze Cream Ice, LLC	110202000	837.50
05/25	05/28/2025	60819	158683	Juan S Holguin	110202000	44.00
05/25	05/28/2025	60820	9080	Kemp Stone Co, Inc	110202000	167.79
05/25	05/28/2025	60821	9770	Love Bottling Company	110202000	1,502.40
05/25	05/28/2025	60822	158530	Rhonda Norris RVT	110202000	150.00
05/25	05/28/2025	60823	13880	Richard Smith	110202000	3,500.00
05/25	05/28/2025	60824	158192	Springwater Lawn Care LLC	110202000	5,671.78
05/25	05/28/2025	60825	16039	T & K Construction	110202000	23,604.00
05/25	05/28/2025	60826	158109	Take Ten Tire	110202000	3,002.56
05/25	05/28/2025	60827	15920	TPWA Utilities	110202000	13,106.96
05/25	05/28/2025	60828	16945	Uline, Inc.	110202000	6,544.22
05/25	05/28/2025	60829	16965	UniFirst Holdings Inc	110202000	314.25
05/25	05/28/2025	60830	17720	Wheeler Metals, Inc	110202000	1,307.91
05/25	05/15/2025	20250430	158647	Kimley-Horn and Associates Inc	110202000	10,000.00 M
05/25	05/05/2025	20250503	158577	WEX Bank	110202000	4,294.92 M
05/25	05/13/2025	20250513	158577	WEX Bank	110202000	3,201.80 M
05/25	05/19/2025	20250516	158659	Toast Inc	110202000	448.95 M
05/25	05/22/2025	20250521	158659	Toast Inc	110202000	2,871.15 M
05/25	05/29/2025	20250523	158577	WEX Bank	110202000	6,033.27 M
05/25	05/30/2025	20250525	1650	BancFirst	110202000	41,477.60
Grand Totals:						1,875,306.44



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



ACCOUNT NUMBER [REDACTED]
STATEMENT DATE 05-23-2025
AMOUNT DUE \$41,477.60
NEW BALANCE \$41,477.60
PAYMENT DUE ON RECEIPT



000023038 02 SP 106481358813515 S
CITY OF TAHLEQUAH
ATTN MARTY HAINZINGER
111 S CHEROKEE AVE
TAHLEQUAH OK 74464-3801

AMOUNT ENCLOSED

\$

Please make check payable to
CORPORATE PAYMENT SYSTEMS

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

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

CITY OF TAHLEQUAH [REDACTED]	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance
Company Total	\$40,524.07	\$41,575.26	\$0.00	\$0.00	\$0.00	\$97.66	\$40,524.07	\$41,477.60

CORPORATE ACCOUNT ACTIVITY

CITY OF TAHLEQUAH
[REDACTED]

TOTAL CORPORATE ACTIVITY
\$40,524.07 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-30	04-30	74715115120512000000873	PAYMENT-THANK YOU Q	40,524.07 PY

NEW ACTIVITY

RICKY HICKS
[REDACTED]

CREDITS
\$0.00

PURCHASES
\$58.67

CASH ADV
\$0.00

TOTAL ACTIVITY
\$58.67

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-05	05-02	24445005122300690987283	FSP*CHRIS'S QUICK LUBE TAHLEQUAH OK	58.67

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

[REDACTED]

STATEMENT DATE
05/25/25

DISPUTED AMOUNT
.00

ACCOUNT SUMMARY

PREVIOUS BALANCE	40,524.07
PURCHASES & OTHER CHARGES	41,575.26
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	97.66
PAYMENTS	40,524.07
ACCOUNT BALANCE	41,477.60

SEND BILLING INQUIRIES TO:

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

AMOUNT DUE

41,477.60



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-23-2025

NEW ACTIVITY**DEXTER K SCOTT****CREDITS**
\$56.66**PURCHASES**
\$4,201.88**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$4,145.22

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-28	24137465118300961846320	SOUTHERN TIRE MART #349 601-424-3256 AR	267.68
04-29	04-28	24431055119139639222519	O'REILLY 187 TAHLEQUAH OK	56.66
04-29	04-28	24431055119139639222527	O'REILLY 187 TAHLEQUAH OK	103.95
04-30	04-29	74431055120140119150040	O'REILLY 187 TAHLEQUAH OK	56.66 CR
05-01	04-30	24801975120323339325180	H & H AUTO TAHLEQUAH OK	35.00
05-01	04-30	24801975120323339325198	H & H AUTO TAHLEQUAH OK	35.00
05-01	04-30	24801975120323339325206	H & H AUTO TAHLEQUAH OK	45.00
05-01	04-30	24801975120323339325214	H & H AUTO TAHLEQUAH OK	50.00
05-01	04-30	24801975120323339325222	H & H AUTO TAHLEQUAH OK	388.00
05-01	04-30	24801975120323339325230	H & H AUTO TAHLEQUAH OK	509.95
05-05	05-02	24231685123326129622478	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	29.99
05-08	05-07	24431055128143873161127	O'REILLY 187 TAHLEQUAH OK	10.88
05-15	05-14	24416065134900013600011	SOONER ELECTRONICS TAHLEQUAH OK	910.00
05-15	05-14	24431055135147169139003	O'REILLY 187 TAHLEQUAH OK	26.65
05-15	05-14	24431055135147169139011	O'REILLY 187 TAHLEQUAH OK	249.98
05-19	05-16	24231685137341479996186	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	174.99
05-22	05-21	24421145141900013200022	NORTHEASTERN GLASS TAHLEQUAH OK	250.00
05-22	05-21	24431055142150405158309	O'REILLY 187 TAHLEQUAH OK	5.62
05-22	05-21	24431055142150405158317	O'REILLY 187 TAHLEQUAH OK	14.50
05-22	05-21	24455015141141000027896	WAL-MART #0010 TAHLEQUAH OK	25.96
05-22	05-21	24801975141346368301405	H & H AUTO TAHLEQUAH OK	10.00
05-22	05-21	24801975141346368301413	H & H AUTO TAHLEQUAH OK	70.00
05-22	05-21	24801975141346368301421	H & H AUTO TAHLEQUAH OK	70.00
05-22	05-21	24801975141346368301439	H & H AUTO TAHLEQUAH OK	100.00
05-22	05-21	24801975141346368301447	H & H AUTO TAHLEQUAH OK	182.30
05-22	05-21	24801975141346368301454	H & H AUTO TAHLEQUAH OK	330.89
05-23	05-21	24943005142211294281267	HOLIDAY INN EXPRESS HEBE 8704254353 AR 0013818704254353 ARRIVAL: 05-19-25	248.88

DARRYL D DECKARD**CREDITS**
\$0.00**PURCHASES**
\$2,955.16**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$2,955.16

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-28	04-26	24000975117614000844655	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	81.49
04-28	04-25	24057815115000018128368	BUY DOOR HARDWARE NOW 816-2951878 MO	70.25
04-28	04-25	24431055116138316250507	O'REILLY 187 TAHLEQUAH OK	10.63
04-29	04-28	24270745118900010855651	ADAMS HEAT AIR LLC TAHLEQUAH OK	839.45
04-29	04-28	24755425119131198938562	GRAINGER 800-4724643 IL	273.47
05-01	04-30	24445005120300633985792	FSP*CHRIS'S QUICK LUBE TAHLEQUAH OK	113.15
05-01	04-30	24692165120100910783056	AMAZON MKTPL*FS1BT00G3 AMZN.COM/BILL WA	34.60
05-05	05-02	24000975122647604643373	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	6.46
05-06	05-05	24000975125664301381139	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	13.54
05-06	05-05	24000975125665501531811	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	57.56
05-06	05-05	24692165125102685472019	LOWES #01818* TAHLEQUAH OK	27.67
05-08	05-07	24270745127900012415024	ADAMS HEAT AIR LLC 918-4561429 OK	377.50
05-09	05-08	24915075128332166577148	SADLER PAPER CO MUSKOGEE OK	403.60
05-12	05-09	24492165130100003074827	SP LIBERTYFLAGS.COM LIBERTYFLAGS. OK	245.00
05-14	05-13	24000975133711601998300	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	115.49
05-16	05-14	24137465136001495528461	TRACTOR SUPPLY #1173 TAHLEQUAH OK	79.99
05-19	05-16	24000975136728104854985	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	17.12
05-20	05-19	24416065139900015200039	AMERICAN LOCK SHOP TAHLEQUAH OK	52.00
05-22	05-21	24692165141107220616996	LOWES #01818* TAHLEQUAH OK	24.26
05-23	05-22	24455015142141000027424	WAL-MART #0010 TAHLEQUAH OK	111.93



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-23-2025

NEW ACTIVITY					
PAIGE HARJO [REDACTED]		CREDITS \$0.00	PURCHASES \$19.00	CASH ADV \$0.00	TOTAL ACTIVITY \$19.00
Post Date	Tran Date	Reference Number	Transaction Description		Amount
05-06	05-05	24269795126001107791707	BUFF IT AUTO WASH 2 TAHLEQUAH OK		19.00
BRAD HALE [REDACTED]		CREDITS \$0.00	PURCHASES \$39.98	CASH ADV \$0.00	TOTAL ACTIVITY \$39.98
Post Date	Tran Date	Reference Number	Transaction Description		Amount
04-29	04-28	24692165118109197999222	LOWES #01818* TAHLEQUAH OK		39.98
RYAN D YOUNG [REDACTED]		CREDITS \$0.00	PURCHASES \$216.12	CASH ADV \$0.00	TOTAL ACTIVITY \$216.12
Post Date	Tran Date	Reference Number	Transaction Description		Amount
05-22	05-21	24692165141106708725758	AMAZON MKTPL*NN08W5C52 AMZN.COM/BILL WA		156.66
05-23	05-22	24692165143108240046253	LOWES #01818* TAHLEQUAH OK		59.46
CITY OF D TAHLEQUAH [REDACTED]		CREDITS \$0.00	PURCHASES \$100.00	CASH ADV \$0.00	TOTAL ACTIVITY \$100.00
Post Date	Tran Date	Reference Number	Transaction Description		Amount
05-16	05-15	24801975135339946380411	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK		100.00
TIFFANY D SIEN [REDACTED]		CREDITS \$0.00	PURCHASES \$3,473.32	CASH ADV \$0.00	TOTAL ACTIVITY \$3,473.32
Post Date	Tran Date	Reference Number	Transaction Description		Amount
04-28	04-26	24692165116107234362307	AMAZON MKTPL*PN8G67KY3 AMZN.COM/BILL WA		38.98
04-30	04-29	24445005119300607045634	FSP*HEARTH AND POOL TAHLEQUAH OK		1,184.40
05-05	05-02	24275395122900016929966	MUSKOGEE SAND HQ AND SCAL 918-8253370 OK		1,669.22
05-07	05-06	24011345126100111623909	AMAZON RETA* NI4C37DN2 WWW.AMAZON.CO WA		101.36
05-16	05-15	24445005136400185858652	WM SUPERCENTER #10 TAHLEQUAH OK		76.80
05-20	05-19	24445005139300623759826	FSP*HEARTH AND POOL TAHLEQUAH OK		81.00
05-21	05-20	24445005141400179985563	WM SUPERCENTER #10 TAHLEQUAH OK		29.82
05-22	05-21	24455015141141000028035	WAL-MART #0010 TAHLEQUAH OK		119.88
05-22	05-21	24692165141107111677453	LOWES #01818* TAHLEQUAH OK		99.60
05-23	05-22	24692165142107959551140	AMAZON MKTPL*NZ0HR0TH0 AMZN.COM/BILL WA		72.26



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-23-2025

NEW ACTIVITY**ROCKIE S NEUGIN****CREDITS**
\$0.00**PURCHASES**
\$756.63**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$756.63

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-28	04-25	24000975115608601547503	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	202.00
04-30	04-29	24137465119300759347183	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	99.28
05-01	04-30	24000975120635600124029	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	10.70
05-01	04-30	24000975120635600124037	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	1.73
05-01	04-30	24000975120637000033511	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	42.38
05-01	04-30	24137465120300800284648	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	55.58
05-02	05-01	24000975121641503868968	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	209.27
05-08	05-07	24000975127677101361299	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	23.54
05-12	05-09	24137465130001617157435	TRACTOR SUPPLY #1173 TAHLEQUAH OK	79.98
05-12	05-08	24733095129057696914993	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	4.59
05-15	05-14	24000975134717401267803	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	27.58

JUSTIN HACKWORTH**CREDITS**
\$0.00**PURCHASES**
\$98.67**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$98.67

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-06	05-05	24692165125102685472001	LOWES #01818* TAHLEQUAH OK	29.34
05-15	05-14	24692165134100784835929	LOWES #01818* TAHLEQUAH OK	51.84
05-15	05-14	24801975134338827230456	TAHLEQUAH LUMBER TAHLEQUAH OK	17.49

JOHN N KING**CREDITS**
\$0.00**PURCHASES**
\$344.88**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$344.88

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-28	04-27	24692165117108269528308	AMAZON MKTPL*SW1IJ6WU3 AMZN.COM/BILL WA	185.84
05-21	05-20	24445005141400179986553	WM SUPERCENTER #10 TAHLEQUAH OK	159.04

ERIC L AMONS**CREDITS**
\$0.00**PURCHASES**
\$4,573.70**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$4,573.70

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-06	05-05	24431065126200868006377	PTG OF TULSA 918-445-5300 OK	37.18
05-12	05-09	24431065130203496018818	PTG OF TULSA TULSA OK	416.64
05-12	05-09	24431065130203496018826	PTG OF TULSA TULSA OK	21.29
05-12	05-09	24692165130107037054624	PHOENIX ENTERPRISES 918-251-0104 OK	1,722.79
05-20	05-19	24431065140209833006364	PTG OF TULSA 918-445-5300 OK	439.32
05-22	05-21	24055225141346528895786	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	48.52
05-22	05-21	24207855141034500537441	DICKSON EQUIPMENT COMPANY 214-7416337 TX	1,887.96

AARON D GARRETT**CREDITS**
\$0.00**PURCHASES**
\$19.99**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$19.99



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-23-2025

NEW ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
05-16	05-15	24036295135716560403845	ADOBE *ADOBE 408-536-6000 CA	19.99	
RICHARD S COFFERON		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]		\$0.00	\$58.44	\$0.00	\$58.44
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
05-20	05-19	24692165139105346172260	LOWES #01818* TAHLEQUAH OK	38.56	
05-21	05-20	24455015140141000026428	WAL-MART #0010 TAHLEQUAH OK	19.88	
BRIAN F SPEAKE		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]		\$0.00	\$883.92	\$0.00	\$883.92
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
04-28	04-25	24692165116106970791083	LOWES #01818* TAHLEQUAH OK	68.86	
05-02	05-01	24915075121324487369898	WHEELER METALS, INC MUSKOGEE OK	295.08	
05-06	05-05	24692165125102781059827	LOWES #01818* TAHLEQUAH OK	99.00	
05-07	05-06	24231685127330442937627	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	109.99	
05-07	05-06	24231685127330442937635	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	11.99	
05-16	05-15	24692165135101787850435	LOWES #01818* TAHLEQUAH OK	299.00	
RICK DYE		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]		\$0.00	\$4,545.77	\$0.00	\$4,545.77
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
04-28	04-26	24801975116318467942174	MORGAN TOWING & RECOVERY 918-685-1511 OK	1,670.71	
04-29	04-28	24431055119139639222535	O'REILLY 187 TAHLEQUAH OK	210.57	
05-12	05-09	24193045130000015142248	WELDON PARTS MUSKOGEE MUSKOGEE OK	228.72	
05-13	05-12	24207855132034500490972	DICKSON EQUIPMENT COMPANY 214-7416337 TX	623.20	
05-13	05-12	24207855132034500490980	DICKSON EQUIPMENT COMPANY 214-7416337 TX	1,665.63	
05-19	05-16	24055225136341106940259	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	146.94	
WHITNEY G SHAW		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]		\$0.00	\$273.81	\$0.00	\$273.81
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
04-29	04-28	24744005118900011932456	TAHLEQUAH DAILY PRESS 918-4568833 OK	81.45	
05-07	05-06	24011345126100115724661	AMAZON RETA* NB2QW2SI0 WWW.AMAZON.CO WA	57.66	
05-07	05-06	24744005126900012735890	TAHLEQUAH DAILY PRESS 918-4568833 OK	134.70	
VICKY E GREEN		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]		\$0.00	\$4,904.18	\$0.00	\$4,904.18



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-23-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-28	24116415118714963906454	REVIVAL ANIMAL HEALTH LLC 712-737-5555 IA	482.55
04-30	04-29	24701775119629000480924	WALNUT GROVE ANIMAL CLINI 918-7081430 OK	100.00
05-01	04-29	24269795120500759351682	HOBBS VETERINARY CLINIC TAHLEQUAH OK	125.00
05-05	05-02	24055225122325429587224	MED VET INTERNATIONAL 800-544-7521 IL	257.18
05-06	05-05	24001965125329046503278	THE J. P. COOKE, COMPANY 402-342-7175 NE	171.84
05-07	05-05	24692165126103250520066	LOWES #01818* TAHLEQUAH OK	32.92
05-08	05-07	24055225127330843474970	MED VET INTERNATIONAL 800-544-7521 IL	207.01
05-12	05-09	24445005130001071662822	COVETRUS NORTH AMERICA 614-761-9095 OH	95.21
05-13	05-12	24692165132108702273745	AMAZON MKTPL*N19XK18W0 AMZN.COM/BILL WA	199.57
05-19	05-18	24692165138104493407596	AMAZON MKTPL*NZ1WQ38U2 AMZN.COM/BILL WA	16.99
05-21	05-20	24055225140345065476894	MED VET INTERNATIONAL 800-544-7521 IL	464.93
05-21	05-20	24116415140712292054378	REVIVAL ANIMAL HEALTH LLC 712-737-5555 IA	1,445.73
05-21	05-20	24116415140712292055011	REVIVAL ANIMAL HEALTH LLC 712-737-5555 IA	1,263.85
05-21	05-20	24692165141106419820286	LOWES #01818* TAHLEQUAH OK	41.40

KENNETH D. BARNES	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$379.50	\$0.00	\$379.50

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-12	05-08	24692165129106265089891	HILTON GARDEN INN TUSC TUSCALOOSA AL 480033 ARRIVAL: 05-05-25	379.50

RANDY POWELL	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$766.73	\$0.00	\$766.73

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-28	24692165118109094059807	AMAZON MKTPL*N19XK18W0 AMZN.COM/BILL WA	355.69
04-30	04-30	24116415120714146346277	LEVATAI* 800-996-3581 IL	239.88
05-01	05-01	24011345121100014061038	AMAZON MARK* ON1N81593 AMAZON.COM/MA WA	33.76
05-22	05-21	24692165141107050307757	AMAZON MKTPL*NN3JU0F82 AMZN.COM/BILL WA	59.28
05-22	05-21	24692165142107275488209	AMAZON MKTPL*NN1VK1L72 AMZN.COM/BILL WA	78.12

ELLIOT REIF	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,019.11	\$0.00	\$1,019.11

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-02	05-01	24455015121141000019582	WAL-MART #0010 TAHLEQUAH OK	55.02
05-05	05-04	24692165124101837354472	AMAZON.COM*N12B280U2 AMZN.COM/BILL WA	557.49
05-06	05-05	24744005125900012635679	TAHLEQUAH DAILY PRESS 918-4568833 OK	95.95
05-07	05-06	24137465127600274105663	USPS CHANGE OF ADDRESS 800-238-3150 TN	1.10
05-12	05-09	24692165129106312447605	AMAZON MKTPL*N18XP7JH0 AMZN.COM/BILL WA	163.20
05-16	05-15	24692165135101824202657	AMAZON MKTPL*NW62Q2NN1 AMZN.COM/BILL WA	46.35
05-19	05-16	24801975136341059018308	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	100.00

LARRY P. BLACKMAN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$41.00	\$985.47	\$0.00	\$944.47



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-23-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-16	05-15	24055225135339955991572	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	95.75
05-16	05-14	24733095135058763852290	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	59.97
05-19	05-16	24275395136900012744280	KEMP STONE HQ AND FAIRLAN 918-8253370 OK	156.38
05-22	05-20	74733095141059814853029	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	41.00 CR
05-22	05-20	24733095141059814852976	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	101.96
05-23	05-22	24707805142027018906933	FARMERS CO-OP TAHLEQUAH OK	16.43
05-23	05-21	24733095142060005820953	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	554.98

JOHN W SUTTON**CREDITS**
\$0.00**PURCHASES**
\$283.61**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$283.61

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-08	05-07	24765015127331026548271	4G SERVICE & SUPPLY INC TAHLEQUAH OK	21.00
05-15	05-14	24231685135339189286551	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	22.97
05-15	05-14	24431055135147169139029	O'REILLY 187 TAHLEQUAH OK	14.76
05-16	05-14	24733095135058763852126	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	19.98
05-19	05-16	24733095137059148002849	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	129.98
05-23	05-21	24733095142060005820235	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	74.92

JENNIFER D CRUWELL**CREDITS**
\$0.00**PURCHASES**
\$44.50**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$44.50

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-09	05-07	24316055128331753696466	SHELL OIL 10047721005 TAHLEQUAH OK	44.50

WILLIAM HARRIS**CREDITS**
\$0.00**PURCHASES**
\$890.10**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$890.10

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-02	05-01	24034545121000105530370	PHILLIPS 66 - SUPERMART TAHLEQUAH OK	126.24
05-02	05-01	24326885122032096748691	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	10.79
05-05	05-02	24326885123032210807893	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	205.78
05-06	05-05	24801975125329028108774	TAHLEQUAH LUMBER TAHLEQUAH OK	7.98
05-07	05-06	24801975126330112146166	TAHLEQUAH LUMBER TAHLEQUAH OK	59.80
05-08	05-07	24412955127143827000046	TRUCK 1104 BATTERY 800-828-1629 MO	402.81
05-21	05-20	24540455140182500020029	CHEROKE COUNTY TAG 918-4532889 OK	76.70

BRIAN L LAMBERT**CREDITS**
\$0.00**PURCHASES**
\$1,720.51**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,720.51

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-09	05-08	24639235128900018800028	FLIGHT LIGHT INC. 916-3942800 CA	1,720.51



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-23-2025

NEW ACTIVITY**CHRIS L ARMSTRONG****CREDITS**
\$0.00**PURCHASES**
\$1,918.96**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,918.96

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-28	24137465118300961851916	TAKE TEN TIRE - TULSA TULSA OK	792.00
04-30	04-29	24445005120400176979929	WM SUPERCENTER #10 TAHLEQUAH OK	62.97
05-01	04-30	24431065121197624008884	PTG OF TULSA 918-445-5300 OK	966.03
05-22	05-21	24801975141346515221308	TAHLEQUAH LUMBER TAHLEQUAH OK	97.96

VICKI JOHNSON**CREDITS**
\$0.00**PURCHASES**
\$3,116.87**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$3,116.87

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-30	04-29	24326885120031882752612	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	8.80
05-07	05-06	24755425126261267256736	P AND K EQUIPMENT MUSKOGEE 918-6823881 OK	486.88
05-09	05-08	24193045129000015042086	WELDON PARTS MUSKOGEE MUSKOGEE OK	352.84
05-14	05-13	24707805133027017539322	FARMERS CO-OP TAHLEQUAH OK	700.00
05-14	05-13	24755425133261332060122	P AND K EQUIPMENT MUSKOGEE 918-6823881 OK	877.06
05-19	05-16	24013395137003542597371	CHUPP IMPLEMENT CO PRYOR OK	236.59
05-19	05-16	24055225136341106940200	X-PRESS EQUIPMENT RENTAL 918-458-0733 OK	219.70
05-22	05-20	24801975141346365392084	ODB 800-446-9823 VA	235.00

JOE ENLOW JR**CREDITS**
\$0.00**PURCHASES**
\$289.00**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$289.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-07	05-06	24000975126671201372000	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	289.00

MARK WHITTMORE**CREDITS**
\$0.00**PURCHASES**
\$825.45**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$825.45

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-08	05-07	24412955127143789025940	CONRAD FIRE EQUIPMENT 913-780-5521 KS	825.45

KAREN D MURPHY**CREDITS**
\$0.00**PURCHASES**
\$1,811.33**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,811.33

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-01	04-30	24204295120000504164034	FACEBK *T8JEJQ4ML2 650-5434800 CA	16.97
05-05	05-03	24323005123141803017063	CN LANDING RESORT 5809248280 OK	17.13
		8280095809248280	ARRIVAL: 05-01-25	
05-14	05-13	24744005133900013438453	TAHLEQUAH DAILY PRESS 918-4568833 OK	1,630.00
05-19	05-16	24801975136341059018316	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	70.00
05-21	05-20	24492515140900015594090	SAND TECH SCREENING TAHLEQUAH OK	77.23

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/25

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	1,200.00	.00	600.00	No
86988	Texas AWOS Services LLC	158673	501253	04/24/2025	3,000.00	.00	.00	3,000.00	No
87071	BancFirst	1650	501332	05/27/2025	3,000.00	.00	.00	3,000.00	No
Total AIRPORT:					10,644.00	1,200.00	.00	9,444.00	
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	825.00	.00	75.00	No
86058	Richard Smith	13880	500372	07/01/2024	35,000.00	24,500.00	.00	10,500.00	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	198.60	.00	278.04	No
86898	BancFirst	1650	501168	03/26/2025	5,000.00	.00	.00	5,000.00	No
Total CEMETERY:					41,601.64	25,523.60	.00	16,078.04	
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
86877	Tim M Synar	158472	501148	03/20/2025	140.00	.00	.00	140.00	No
86997	Rhonda Norris RVT	158530	501263	04/28/2025	700.00	150.00	.00	550.00	No
86999	Stephanie Delano	158649	501265	04/28/2025	200.00	.00	.00	200.00	No
87061	Tim M Synar	158472	501322	05/23/2025	100.00	.00	.00	100.00	No
87067	BancFirst	1650	501328	05/27/2025	5,000.00	.00	.00	5,000.00	No
87073	Tim M Synar	158472	501334	05/27/2025	1,660.00	.00	.00	1,660.00	No
Total Compliance:					8,224.00	150.00	.00	8,074.00	
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
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

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/25

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86900	BancFirst	1650	501170	03/26/2025	10,000.00	.00	.00	10,000.00	No
87076	NAFECO	10990	501337	05/28/2025	3,400.00	.00	.00	3,400.00	No
87077	NAFECO	10990	501337	05/28/2025	2,800.00	.00	.00	2,800.00	No
87077	NAFECO	10990	501337	05/28/2025	4,740.00	.00	.00	4,740.00	No
Total FIRE:					28,886.08	320.91	.00	28,565.17	
HOTEL MOTEL FUND									
86246	Chamber of Commerce	2794	500559	07/23/2024	79,916.00	73,256.35	.00	6,659.65	No
86246	Chamber of Commerce	2794	500559	07/23/2024	4,000.00	3,666.67	.00	333.33	No
86246	Chamber of Commerce	2794	500559	07/23/2024	7,000.00	6,416.67	.00	583.33	No
86246	Chamber of Commerce	2794	500559	07/23/2024	1,500.00	1,375.00	.00	125.00	No
86246	Chamber of Commerce	2794	500559	07/23/2024	108,774.00	99,709.50	.00	9,064.50	No
86246	Chamber of Commerce	2794	500559	07/23/2024	12,010.00	11,009.17	.00	1,000.83	No
86246	Chamber of Commerce	2794	500559	07/23/2024	4,800.00	4,400.00	.00	400.00	No
86246	Chamber of Commerce	2794	500559	07/23/2024	24,000.00	22,000.01	.00	1,999.99	No
Total HOTEL MOTEL FUND:					242,000.00	221,833.37	.00	20,166.63	
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
87070	BancFirst	1650	501331	05/27/2025	4,000.00	.00	.00	4,000.00	No
Total IT:					4,962.50	.00	.00	4,962.50	
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	860.00	.00	172.00	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
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
87021	Cherokee County Detention	3050	501287	05/07/2025	3,000.00	.00	.00	3,000.00	No
Total LAW ENFORCEMENT:					28,033.46	905.00	.00	27,128.46	
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
Total MAINTENANCE:					10,000.00	.00	.00	10,000.00	
MANAGERIAL									
86044	Ascentis Corporation (Prior- Novat	158045	500358	07/01/2024	9,696.00	9,138.80	.00	557.20	No
86048	Consolidated Communications	157988	500362	07/01/2024	14,015.40	12,961.17	.00	1,054.23	No
86062	Hammons, Hamby, and Price PLL	158459	500376	07/01/2024	51,500.04	42,916.70	.00	8,583.34	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

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/25

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
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	33,000.00	.00	3,000.00	No
86101	Chamber of Commerce	2795	500415	07/01/2024	7,500.00	6,875.00	.00	625.00	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	8,750.00	.00	2,500.00	No
86508	Kelly Engineering & Assoc, Inc	9050	500813	10/09/2024	82,460.00	40,545.00	.00	41,915.00	No
86600	Sunny Golloway	158639	500900	11/12/2024	11,250.00	8,750.00	.00	2,500.00	No
86616	Kimley-Horn and Associates Inc	158647	500914	11/20/2024	200,000.00	180,000.00	.00	20,000.00	No
86624	HELLAS CONSTRUCTION, INC.	158567	500921	11/21/2024	10,054,351	8,686,668.66	.00	1,367,682.34	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
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	46,961.25	.00	5,223.75	No
86902	Wheeler Metals, Inc	17720	501172	03/27/2025	20,000.00	11,364.80	.00	8,635.20	No
86921	Stop Stick, Ltd.	15437	501191	04/04/2025	2,147.00	.00	.00	2,147.00	No
86926	St. Pierre, Kimble, & Associates C	158657	501196	04/04/2025	46,475.00	.00	.00	46,475.00	No
86951	Crowe & Dunlevy	158573	501220	04/10/2025	15,000.00	1,221.64	.00	13,778.36	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	25,125.00	.00	18,665.00	No
86960	T & K Construction	16039	501227	04/16/2025	64,256.00	35,604.00	.00	28,652.00	No
86985	Building & Earth Sciences Inc	158635	501250	04/23/2025	2,593.25	1,127.00	.00	1,466.25	No
86993	Tahlequah Lumber Co	15850	501258	04/24/2025	1,000.00	139.98	.00	860.02	No
86994	Twin Cities Ready Mix	16930	501260	04/28/2025	2,550.00	1,725.00	.00	825.00	No
87018	Ok Municipal Assurance Group	11920	501284	05/07/2025	2,000.00	.00	.00	2,000.00	No
87044	Caselle, Inc	2690	501306	05/16/2025	625.00	.00	.00	625.00	No
87048	Your Health, LLC	158277	501310	05/20/2025	1,000.00	.00	.00	1,000.00	No
87049	Ethos	158681	501313	05/20/2025	5,880.00	.00	.00	5,880.00	No
87060	Springwater Fence LLC	15210	501321	05/23/2025	5,115.00	.00	.00	5,115.00	No
87069	BancFirst	1650	501330	05/27/2025	5,000.00	.00	.00	5,000.00	No
87072	Pitney Bowes	12910	501333	05/27/2025	550.00	.00	.00	550.00	No
Total MANAGERIAL:					11,617,754	9,497,671.70	.00	2,120,083.26	

Multi-Departmental

86060	Northeast OK Public Facilities	11300	500374	07/01/2024	25,000.00	3,990.51	.00	21,009.49	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	190.10	.00	209.90	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
86102	Wight Office Machines	17750	500416	07/01/2024	500.00	365.74	.00	134.26	No
86102	Wight Office Machines	17750	500416	07/01/2024	500.00	285.94	.00	214.06	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	10,188.00	9,348.59	.00	839.41	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	360.00	339.25	.00	20.75	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	5,736.00	5,267.25	.00	468.75	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	8,640.00	8,150.26	.00	489.74	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/25

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86104	VIP Voice Services LLC	158022	500418	07/01/2024	732.00	679.92	.00	52.08	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,328.00	2,143.25	.00	184.75	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	1,596.00	1,472.25	.00	123.75	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,028.00	1,868.25	.00	159.75	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,892.00	2,660.25	.00	231.75	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	1,164.00	1,076.25	.00	87.75	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	1,060.20	.00	1,639.80	No
86694	Network Enhancement Systems, I	158614	500983	01/06/2025	60.00	20.47	.00	39.53	No
86694	Network Enhancement Systems, I	158614	500983	01/06/2025	270.00	84.90	.00	185.10	No
86694	Network Enhancement Systems, I	158614	500983	01/06/2025	240.00	106.64	.00	133.36	No
86725	Lake Region Electric-Telecom	157846		01/21/2025	1,240.92	965.16	.00	275.76	No
86725	Lake Region Electric-Telecom	157846		01/21/2025	653.64	435.76	.00	217.88	No
86725	Lake Region Electric-Telecom	157846		01/21/2025	653.64	435.76	.00	217.88	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	875.36	.00	437.68	No
86778	UniFirst Holdings Inc	16985	501059	02/06/2025	640.32	426.88	.00	213.44	No
86778	UniFirst Holdings Inc	16985	501059	02/06/2025	328.32	218.88	.00	109.44	No
86778	UniFirst Holdings Inc	16985	501059	02/06/2025	232.32	154.88	.00	77.44	No
86795	Cherokee County Clerk	3020	501074	02/11/2025	1,332.00	288.00	.00	1,044.00	No
86795	Cherokee County Clerk	3020	501074	02/11/2025	664.00	156.00	.00	508.00	No
86836	Macquarie Equipment Capital Inc.	158383	501111	03/10/2025	950.46	316.82	.00	633.64	No
86836	Macquarie Equipment Capital Inc.	158383	501111	03/10/2025	57.18	19.06	.00	38.12	No
86836	Macquarie Equipment Capital Inc.	158383	501111	03/10/2025	57.18	19.06	.00	38.12	No
86836	Macquarie Equipment Capital Inc.	158383	501111	03/10/2025	57.18	19.06	.00	38.12	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	112.84	.00	87.16	No
86839	One Source Water, LLC	157851	501114	03/10/2025	60.00	5.98	.00	54.02	No
86839	One Source Water, LLC	157851	501114	03/10/2025	40.00	18.97	.00	21.03	No
86839	One Source Water, LLC	157851	501114	03/10/2025	90.00	10.98	.00	79.02	No
86839	One Source Water, LLC	157851	501114	03/10/2025	240.00	98.88	.00	141.12	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	3,000.00	1,527.77	.00	1,472.23	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	20,000.00	11,160.58	.00	8,839.42	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	5,386.46	.00	12,613.54	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/25

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	500.00	308.18	.00	191.82	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	5,000.00	2,799.13	.00	2,200.87	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	200.00	21.68	.00	178.32	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	1,200.00	689.59	.00	510.41	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	1,200.00	601.78	.00	598.22	No
86882	Fuelman of Oklahoma	6080	501153	03/20/2025	400.00	87.05	.00	312.95	No
86888	A+ Pest Guard LLC	158606	501158	03/24/2025	260.00	65.00	.00	195.00	No
86888	A+ Pest Guard LLC	158606	501158	03/24/2025	260.00	65.00	.00	195.00	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	65.00	.00	195.00	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	5,991.40	2,955.70	.00	3,035.70	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	8,274.44	4,173.22	.00	4,101.22	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	45,663.38	20,514.76	.00	25,148.62	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	2,586.70	1,293.35	.00	1,293.35	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	8,591.44	4,295.72	.00	4,295.72	No
86944	Enterprise Fleet Management, Inc	158178	501214	04/09/2025	1,936.70	968.35	.00	968.35	No
86986	Toast Inc	158659	501251	04/24/2025	770.00	362.34	.00	407.66	No
86986	Toast Inc	158659	501251	04/24/2025	5,500.00	3,114.97	.00	2,385.03	No
86986	Toast Inc	158659	501251	04/24/2025	1,205.31	.00	.00	1,205.31	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	300.00	.00	.00	300.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	3,000.00	.00	.00	3,000.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	20,000.00	.00	.00	20,000.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	120.00	.00	.00	120.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	18,000.00	.00	.00	18,000.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	500.00	.00	.00	500.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	5,000.00	.00	.00	5,000.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	200.00	.00	.00	200.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	1,200.00	.00	.00	1,200.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	1,200.00	.00	.00	1,200.00	No
87028	Fuelman of Oklahoma	6080	501292	05/08/2025	400.00	.00	.00	400.00	No
Total Multi-Departmental:					275,190.57	109,653.97	.00	165,536.60	
MUNICIPAL JUDGE									
86046	Bill John Baker II	2020	500360	07/01/2024	17,000.00	11,840.00	.00	5,160.00	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:					54,000.00	32,180.00	.00	21,820.00	
PARKS & RECREATION									
86068	Mike Palmer	10580	500382	07/01/2024	40,684.80	35,599.20	.00	5,085.60	No
86117	A & C Fire Extinguisher, Inc	170	500431	07/02/2024	645.15	.00	.00	645.15	No
86127	Burton Pools and Spas, LLC	2436	500441	07/02/2024	2,343.68	857.98	.00	1,485.70	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
86827	Clear Creek Golf Car & Vehicles L	158633	501103	02/28/2025	1,440.00	960.00	.00	480.00	No
86874	Toast Inc	158659	501146	03/19/2025	4,285.52	897.90	.00	3,387.62	No
86915	Cintas Corp #2	3380	501183	04/03/2025	1,814.52	785.40	.00	1,029.12	No
87046	Cherokee County Board of Comm	3010	501307	05/16/2025	688.20	.00	.00	688.20	No
87068	BancFirst	1650	501329	05/27/2025	5,000.00	.00	.00	5,000.00	No
87079	Love Bottling Company	9770	501341	05/30/2025	450.00	.00	.00	450.00	No
Total PARKS & RECREATION:					117,561.87	61,414.88	.00	56,146.99	

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/25

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
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	32,750.62	.00	9,357.32	No
86652	Mahaney Excavation	158350	500946	12/06/2024	23,838.00	.00	.00	23,838.00	No
86780	Cintas Corp #2	3380	501061	02/06/2025	7,059.20	4,926.61	.00	2,132.59	No
86946	Associated Supply Co Inc	158503	501215	04/10/2025	5,461.97	.00	.00	5,461.97	No
86971	Uline, Inc.	16945	501237	04/18/2025	22,600.00	13,089.03	.00	9,510.97	No
86977	Waste Management	17510	501244	04/22/2025	140,000.00	25,133.61	.00	114,866.39	No
86992	Associated Supply Co Inc	158503	501257	04/24/2025	5,663.11	.00	.00	5,663.11	No
87038	WEX Bank	158577	501300	05/13/2025	15,000.00	.00	.00	15,000.00	No
87066	BancFirst	1650	501327	05/27/2025	15,000.00	.00	.00	15,000.00	No
Total SOLID WASTE SERVICES:					379,511.22	86,177.97	.00	293,333.25	
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
87042	Old Dominion Brush Company Inc	12310	501304	05/14/2025	1,025.00	.00	.00	1,025.00	No
87064	D & B Rodgers Construction & So	4240	501325	05/27/2025	5,000.00	.00	.00	5,000.00	No
Total STORMWATER MANAGEMENT FUND:					14,510.33	1,955.00	.00	12,555.33	
STREET									
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	360.00	.00	90.00	No
86941	J & R Equipment, LLC	8040	501211	04/09/2025	2,500.00	.00	.00	2,500.00	No
87006	Rush Truck Center, Tulsa	158574	501272	04/29/2025	2,100.00	.00	.00	2,100.00	No
87025	Rush Truck Center, Tulsa	158574	501289	05/08/2025	3,174.46	.00	.00	3,174.46	No
87054	Vann Construction	158550	501316	05/21/2025	2,160.00	.00	.00	2,160.00	No
87065	BancFirst	1650	501326	05/27/2025	3,000.00	.00	.00	3,000.00	No
87078	Davis Oil Co, Inc	4530	501340	05/29/2025	1,298.00	.00	.00	1,298.00	No
87080	Adrian Farm Supply LLC	500	501342	05/30/2025	300.00	.00	.00	300.00	No
Total STREET:					16,982.46	1,697.35	.00	15,285.11	
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	1,014.75	.00	485.25	No
87007	Hutchens Construction Co. (Emer	7650	501273	04/29/2025	3,250.00	.00	.00	3,250.00	No
Total STREET & ALLEY FUND:					6,750.00	2,025.75	.00	4,724.25	
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:					12,889,149	10,044,402.57	.00	2,844,746.77	

Open PO GL Encumbrance Summary

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

Government

Budgets and Audits

Audits

2023-2024 City of Tahlequah Audit



THE CITY OF
TAHLEQUAH
OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Becka

DEPARTMENT: Finance

AMENDMENT #: 07-001

FISCAL YEAR: FY 2024 - 2025

Account #	Account Name	Increase	Decrease
425-46-1004	Restricted Donations - Police	\$35,000.00	
TOTALS		\$35,000.00	

Reason for Budget Amendment:

Accept the donation from Cherokee Nation.

City Administrator Signature

Date Signed

Governing Body Signature

Date Signed

City of Tahlequah
111 S Cherokee
Tahlequah OK 74464

918-456-0651

Receipt No: 4.000031405

Jun 3, 2025

Cherokee Nation

Previous Balance:	.00
Miscellaneous - PD Donation	35,000.00
425-46-1004 POLICE - CN DONATION	
Total:	35,000.00
Check	Check No: 1057701
Total Applied:	35,000.00
Change Tendered:	.00

06/03/2025 4:01 PM

COPY

WARNING: THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND MICROPRINTING.



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

**ACCOUNTS
PAYABLE**
(7300)

BANK OF OKLAHOMA

1057701

DATE
Void After 90 Days
04/23/2025

AMOUNT
****35,000.00

PAY *Thirty Five Thousand and 00/100 Dollars*

TO THE
ORDER
OF

TAHLEQUAH POLICE DEPARTMENT
100 PHOENIX AVE
TAHLEQUAH OK 74464-3430
US

[Signature]
By: H. W.



THE CITY OF
TAHLEQUAH
OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Becka

DEPARTMENT: Finance

AMENDMENT #: 07-002

FISCAL YEAR: FY 2024 - 2025

Account #	Account Name	Increase	Decrease
425-46-1002	Restricted Donations - Animal Shelter	\$200.00	
TOTALS		\$200.00	

Reason for Budget Amendment:

Accept the donation from Larry & Debra Dickerson for the Animal Shelter

City Administrator Signature

Date Signed

Governing Body Signature

Date Signed

City of Tahlequah
111 S Cherokee
Tahlequah OK 74464

918-458-0651

Receipt No: 4.000031538

Jun 13, 2025

Debra Dickerson

Previous Balance:	.00
Donations - Restricted Animal Shelter In Memory of Maryjean Uppendahl & Marsha Ivans 425-46-1002 ANIMAL SHELTER DONATIONS	200.00
Total:	200.00
Check Check No: 13675	200.00
Total Applied:	200.00
Change Tendered:	.00

06/13/2025 8:00 AM

Artistic Checks 1-800-224-7021

LARRY G. DICKERSON
DEBRA R. DICKERSON
PH. 918-931-2457
15945 WEST MUD VALLEY RD.
TAHLEQUAH, OK 74464



13675

DATE 6-12-25

PAY TO
THE ORDER OF

City of Tahlequah \$ 200.00
Two hundred dollars + 00/100 DOLLARS

BANCFIRST
MEMBER FDIC
WWW.BANCFIRST.BANK

MEMO Donation to Animal Shelter of Tah Debra Dickerson MP



THE CITY OF
TAHLEQUAH
OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Becka

DEPARTMENT: Finance

AMENDMENT #: 07-003

FISCAL YEAR: FY 2024 - 2025

Account #	Account Name	Increase	Decrease
425-46-1002	Restricted Donations - Animal Shelter	\$200.00	
TOTALS		\$200.00	

Reason for Budget Amendment:

Accept the donation from the Beth Herrington Trust for the Animal Shelter

City Administrator Signature

Date Signed

Governing Body Signature

Date Signed

City of Tahlequah
111 S Cherokee
Tahlequah OK 74464

918-456-0651

Receipt No: 4.000031537

Jun 13, 2025

Beth Herrington

Previous Balance:	.00
Donations - Restricted Animal Shelter - In Memory of Maryjean Uppendahl & Marsha Ivans 425-46-1002 ANIMAL SHELTER DONATIONS	200.00
Total:	200.00
Check	200.00
Total Applied:	200.00
Change Tendered:	.00

06/13/2025 7:58 AM

BETH HERRINGTON TRUST
BETH E. HERRINGTON TRUSTEE
456 S COLLEGE AVE.
TAHLEQUAH, OK 74464-4400

81-87/829 4859
DATE 6-12-25

PAY TO THE ORDER OF City of Tahlequah \$200.00
Two Hundred and 00/100 DOLLARS

ARVEST®
BANK arvest.com
MEMO Donation to animal shelter Beth Herrington

Heat Reactive Ink

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



THE CITY OF
TAHLEQUAH
OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Becka

DEPARTMENT: Finance

AMENDMENT #: 07-004

FISCAL YEAR: FY 24 - 25

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

Reason for Budget Amendment:

Payment from Cherokee Nation for the Animal Shelter's Restricted Donations.

City Administrator Signature

Date Signed

Governing Body Signature

Date Signed

TAHLEQUAH MAIN STREET

MONTHLY REPORT

JUNE 2025



Prepared By:
Jamie Hale- Executive Director

RED FERN FESTIVAL



Event Overview

The 2025 Red Fern Festival was held on April 25th and 26th in Downtown Tahlequah. This beloved annual event celebrates the rich literary and cultural heritage of our community, inspired by Wilson Rawls' classic novel *Where the Red Fern Grows*.

The festival continues to be one of our largest community events, attracting visitors from across the region and providing significant economic and cultural benefits to our historic downtown district.

ATTENDANCE & PARTICIPATION

- An Estimated attendance: 29,000 over two days.
- Over 170 vendors participated, including local artisans, food trucks, and non-profits.
- Included Live entertainment on four stages and activities for all ages.
- Special attractions included the hound dog trials, Little Fern Forest inflatables, Adventure Zone, Duck Race and The Return of the Fern 5k run.

ECONOMIC IMPACT

- An estimated \$912,630.00 spent. According to a 2017 study by the Oklahoma Arts Council, the average spent at an Oklahoma festival, beyond the cost of admission, is around \$31.47 per person.
- Downtown merchants saw a noticeable increase in foot traffic and sales compared to average weekends.
- Many downtown restaurants reported record sales days during the event.
- Vendors and sponsors provided positive feedback and expressed strong interest in returning for future festivals.

COMMUNITY ENGAGEMENT

- More than 250 volunteers spent over 2,000 volunteer hours, assisting with festival setup, hospitality, children's activities, and cleanup.
- Local schools, civic groups, and non-profit organizations participated by hosting booths and performances.
- Partnerships with local law enforcement and emergency services ensured a safe, family-friendly environment.

MARKETING AND PROMOTION

- A robust marketing campaign included regional radio ads, social media promotions, press releases, and coverage in local and regional newspapers.
- Our 100% ORGANIC event social media campaign reached over 112,000 people, with over 800,000 views with high engagement throughout the festival weekend.
- Visitors from multiple states were documented, highlighting the festival's growing reputation as a regional draw.



Program Highlights



STATE AND NATIONAL RECOGNITION

- Recognized at the State Capitol for reaching 35 million in private reinvestment in 2024.
- Received National Accreditation for 2025
- Attended Executive Director and Volunteering training



BUSINESS SUPPORT AND OUTREACH

- Conducted check-ins with downtown business owners to gather feedback and share upcoming promotional opportunities.
- Continued to promote downtown businesses through social media spotlights and shared community posts, reaching an estimated 12,000 people this month.
- Held quarterly Merchant Mingle.



ECONOMIC VITALITY AND DOWNTOWN IMPROVEMENTS

- Continued to monitor downtown building occupancy and business openings/closings.
 - 3 new businesses, 1 business expansions, and 1 relocation
- Top 3 Finalist for the Big Impact Facade Grant were announced.
- New Bricks were installed in all bump outs to help with water runoff.
- Kicked off Main Street Mobsters 2025.

VOLUNTEER & COMMUNITY ENGAGEMENT

- Recruited new volunteers for upcoming fall events.
- Held a volunteer appreciation picnic to recognize Red Fern volunteers and gather feedback.
- Hosted an Open House to recruit new committee members and Volunteers.

June Events and Programs

- Big Impact
- Main Street Mobsters
- Merchant Mingle

Continued planning for major fall events:

- OKsWagen Festival (October)
- Ladies Night Out (November)
- Cookie Stroll (December)

MAY REINVESTMENT REPORT

DOWNTOWN TAHLEQUAH

+5

NEW BUSINESSES
AND EXPANSIONS



6

JOBS CREATED



450K

PRIVATE
REINVESTMENT



212

VOLUNTEER
HOURS



TAHLEQUAHMAINSTREET.COM

HARLEY HOO'S AND LEXYE TOO- NEW
SHOCKLEY REALTY GROUP- NEW
SAND TECH SPIRIT STORE- NEW
127 HOUSE SALON - NEW AND EXPANSION
AVENUE SKATE SHOP- RELOCATION

HAMMRC

1. Working with CN on marketing and storytelling videos for website and other areas to market; tentatively scheduled for May 29th as an in-studio filming day.
2. Working on the agreements for staff and office for HAMMRC through the Fayetteville Chamber.
3. HAMMRC approved up to \$7000 reimbursement for Cross Industries for additional land needs.

Provalus

1. Work on Foundry site to begin soon, TRDA and CN working on lease for remaining building, subgrantee paperwork for construction/reno grant, and plans from Provalus to begin work.
2. Check through RFP for Construction Manager; if ok, will send to bid on Wednesday!

Business and Technology Park

1. Prep Grant for roads and Woodard Bridge almost complete, Wastewater engineering underway, looking at a change in scope for the stormwater grant, but will be a better alternative from engineering plans; extension for grants approved, change in scope approved as well so we can purchase land now for an offsite detention pond.

Other items

1. After Planning Session in November, Board requested short and long term goals surrounding certain opportunities that may exist for TRDA including housing, spec buildings, build to suit options at the Park, land purchase and prepare for development, and small business support (including possible grants/loans). Goals ready to present as a draft, admin has looked through a couple times.
2. Budget is being worked over, different options for a flat contracted amount or reimbursement of an employee; prefer the contract amount so it isn't tied to a single person and reimbursing for them, but up for consideration with the Board.
3. Startup Bootcamp complete, Pitch Contest on March 27th went well, Misty Sharkey with Ama Marketing was the winner; AI Seminar in the near future, Startup Cohort #2, other opportunities for small business
4. Cross Industries closed in the B&T Park, HAMMRC approved funding for more land, Jasen working on contract to bring to board; officially moved in and working to set up the site now.
5. Housing discussions within the community and needs continuing; no recent movement but still looking for opportunities; NORA Housing Summit on July 15th, any Board members want to attend?
6. Anthis Brennan continues to take shape, on track for spring finish date; softball complete and in use, baseball should be complete soon.
7. Prime Craftsman Homes came to Summit and is looking at B&T Park for expansion, discussing steps to get them to Tahlequah.
8. Multiple meetings recently on the Ferguson property to move it forward; continuing to follow up and make sure this one gets over the hump to get started.
9. Scholarship awarded for IEDC courses so will be looking to get certified as a CECd.
10. Attending the IEDC Rural Conference to learn specific rural ED and opportunities; any Board member wish to attend?
11. New website out and will be receiving analytics moving forward.
12. Developer and Investor came to town and did a tour with Taylor and I, has since come back and we are working on a partnership to create space for businesses looking to move/expand to our B&T Park; another follow up and is extremely interested in a development in Tahlequah.
13. Chamber working on Bluegrass Festival recruitment for new event in town in September that would bring 30-40 thousand people to town!

HAMMRC

1. Working with CN on marketing and storytelling videos for website and other areas to market.
2. Working on the agreements for staff and office for HAMMRC through the Fayetteville Chamber.
3. HAMMRC approved up to \$7000 reimbursement for Cross Industries for additional land needs.

Provalus

1. Work on Foundry site to begin soon, TRDA and CN working on lease for remaining building, subgrantee paperwork for construction/reno grant, and plans from Provalus to begin work, VERY close as subgrantee paperwork is complete and I will be going out for GC bid within the week.
2. Check through RFP for Construction Manager; if ok, will send to bid this week!

Business and Technology Park

1. Prep Grant for roads and Woodard Bridge almost complete, Wastewater engineering underway, looking at a change in scope for the stormwater grant, but will be a better alternative from engineering plans; extension for grants approved, change in scope approved as well so we can purchase land now for an offsite detention pond.

Other items

1. After Planning Session in November, Board requested short and long term goals surrounding certain opportunities that may exist for TRDA including housing, spec buildings, build to suit options at the Park, land purchase and prepare for development, and small business support (including possible grants/loans). Goals ready to present as a draft, admin has looked through a couple times.
2. Planning on what the next fiscal year of events looks like is in the process with the Chamber partnership; one or two bootcamps, summit in January, Startup Stories/After Hours partnership, workshops/seminars, business skill building, AI usage in business are all items in discussion to implement this next year.
3. Cross Industries closed in the B&T Park, HAMMRC approved funding for more land, Jasen working on contract to bring to board; officially moved in and working to set up the site now.
4. Housing discussions within the community and needs continuing; no recent movement but still looking for opportunities; NORA Housing Summit on July 15th, any Board members want to attend?
5. Anthis Brennan continues to take shape, on track for spring finish date; softball complete and in use, baseball should be complete soon.
6. Prime Craftsman Homes came to Summit and is looking at B&T Park for expansion, discussing steps to get them to Tahlequah; no update yet, but seems we are in competition with some large competitors.
7. Multiple meetings recently on the Ferguson property to move it forward; continuing to follow up and make sure this one gets over the hump to get started.
8. Scholarship awarded for IEDC courses so will be looking to get certified as a CECD.
9. Attending the IEDC Rural Conference to learn specific rural ED and opportunities.
10. New website out and will be receiving analytics moving forward; continue to see growth in website traffic, small now but has increased every month since moving over.
11. Developer and Investor came to town and did a tour with Taylor and I, has since come back and we are working on a partnership to create space for businesses looking to move/expand to our B&T Park; another follow up and is extremely interested in a development in Tahlequah.
12. Chamber working on Bluegrass Festival recruitment for new event in town in September that would bring 30-40 thousand people to town!
13. Meeting with a Tulsa Prospect this week on a large development at the B&T Park.

Tourism Report

Highlights:

- Spend Less, Adventure More Summer Campaign Launched May 1
- Summer Giveaway Winners Announced
- ITI Website Agreement Signed & Underway
- May Social Media Reach: 458,789

Advertising:

- Google Banner Ads (Green Country)
- YouTube Ads (Griffin)
- Streaming Ads (Griffin)
- Radio Ads 92.9 Tulsa (Griffin)
- Green Country Shop, Dine, Fun Guide
- Green Country Group Tours Guide
- Green Country Visitor's Guide 2025
- Green Country Attractions Map
- Road Runner Spring Issue 2025
- Travel OK State Guide 2025
- Travel OK Website ad
- Spend Less, Adventure More Social Media Giveaway

Upcoming Sponsored Events:

- Blue Grass Chili Festival September 5th and 6th
- Diamond stone September 18-20

1. Accounting Contract set to move to Sooner State Accounting on July 1st.
2. Maintenance approved at March board meeting; Roof will be complete first half of June, doors on order.
3. Exec Team has approved strategic plan to come to Board, Nathan making final updates and will bring to the board in June for approval (moved to June due to several other items on May's agenda).
4. Tourism strategic plan has been approved by Tourism Council, Will give to Chamber in June with Chamber strategic plan.
5. Need to continue gathering the disclosure forms from board members and volunteers; will complete in July again.
6. Officers and Tourism Chair will be in June and community leaders in July; Board orientation will be scheduled for July before the regular board meeting.
7. Bluegrass Festival planning underway! 6 headliners under contract, 20+ food vendors and 40+ market vendors signed up, looks to be a big festival!
8. TACC Community Cooperative resales underway, already seeing strong support from our members, be sure to thank them whenever you can!
9. Tourism and Chamber Budgets complete and approved.
10. Looking at outside the box marketing ideas for members that are not social media; billboard and radio meetings to discuss options; look to have possible options confirmed, just waiting on contracts for both to finalize and offer to our members.
11. Staffing changes are happening, currently hiring for Membership Specialist, intern for summer/possibly fall, once Membership spot is filled we will see what needs we have and go out for a potential other employee.
12. Shared Services Agreement with TRDA approved by all parties, starts July 1, 2025; team working through needs and how to best complete the tasks.
13. Nathan out in June at a Rural Economic Development Conference.

TAHLEQUAH REGIONAL DEVELOPMENT AUTHORITY REVENUE/EXPENDITURE SCHEDULE FY 2025-2026

ACCOUNT #	ACCOUNT DESCRIPTION	2024-2025 BUDGET	2024-2025 9 MO ACTUAL	2024-2025 VARIANCE	2025-2026 PROPOSED BUDGET
MISCELLANEOUS REVENUES					
300-40-4010	LEASE - EVERISE	175,000.00	175,000.00	-	-
300-40-4025	LEASE - CONSOLIDATED	21,900.00	15,700.00	(6,200.00)	21,900.00
300-40-4100	SALE OF HAY	7,000.00	-	(7,000.00)	3,500.00
300-40-4150	INTEREST INCOME	40,000.00	31,672.93	(8,327.07)	35,000.00
300-40-4300	TACC SHARED SERV. REIMB	-	-	-	-
	GRANTS/CONTRACTS	-	-	-	-
	SALE OF LAND	2,098,016.00	2,142,052.00	44,036.00	-
	PROVALUS JOB CREATION				-
TOTAL:		2,341,916.00	2,364,424.93	22,508.93	60,400.00

OTHER SERV & CHARGES

	RECRUITMENT	10,000.00	385.00	(9,615.00)	5,000.00
	ADVERTISING	3,000.00	91.36	(2,908.64)	1,500.00
	BUILDING & GROUNDS MAINTENANCE	17,500.00	1,456.00	(16,044.00)	10,000.00
	INTEREST EXPENSE	83,000.00	48,044.91	(34,955.09)	80,000.00
	ACCOUNTING	5,000.00	2,750.00	(2,250.00)	5,000.00
	AUDIT	3,500.00	3,500.00	-	3,500.00
	LEGAL FEES	4,000.00	-	(4,000.00)	4,000.00

	DUES & MEMBERSHIPS	2,000.00	165.00	(1,835.00)	2,000.00
	GROUNDS MAINTENANCE	-	-	-	-
	HAMMRC	12,000.00	9,000.00	(3,000.00)	12,000.00
	INSURANCE	-	-	-	-
	PROFESSIONAL DEVELOPMENT	10,000.00	18.64	(9,981.36)	6,000.00
	PROFESSIONAL FEES	-	7.00	7.00	-
	TELEPHONE AND INTERNET	1,200.00	742.53	(457.47)	1,400.00
	TRAVEL & INCENTIVES	-	402.36	402.36	-
	UTILITIES	7,200.00	7,018.20	(181.80)	5,000.00
	PROPERTY TAX	-	-	-	-
	PROVALUS JOB CREATION INCENTIVE	70,400.00	70,400	-	32,400.00
	PROVALUS INSURANCE REIMBURSEMENT	10,000.00		(10,000.00)	10,000.00
	PROVALUS TRAVEL AND RELOCATION	-	97.24	97.24	-
	SETTLEMENT CHARGES	-		-	-
	SHARED SERVICES AGREEMENT	68,850.00	49,687.94	(19,162.06)	88,500.00
SUB-TOTAL:		307,650.00	193,766.18	(113,883.82)	266,300.00
TOTALS:		<u>2,034,266.00</u>	<u>2,170,658.75</u>	<u>136,392.75</u>	<u>(205,900.00)</u>



2025-2026 Budget
Approved 06/20/2025

**Tahlequah Public Works Authority
2025-2026 Budget**

Revenues

Electric Department	28,860,000.00
Water Distribution	7,230,000.00
Water Plant-Teehee	
Water Plant-Tenkiller	
Waste Water Collection	4,435,000.00
Waste Water Treatment Plant	
Administrative	12,266,000.00
Warehouse/Special Services	
Total	52,791,000.00

Expenditures	<i>Expenditures</i>	<i>Depreciation</i>	<i>Expenditures Less Depreciation</i>	<i>Allocation of Net Admin/ Warehouse Expenses</i>
Electric Department	20,691,000.00	500,000.00	20,191,000.00	1,536,000.00
Water Distribution	3,478,000.00	1,200,000.00	2,278,000.00	768,000.00
Water Plant-Teehee	2,451,000.00	240,000.00	2,211,000.00	768,000.00
Water Plant-Tenkiller	1,167,500.00	215,000.00	952,500.00	
Waste Water Collection	1,076,000.00	400,000.00	676,000.00	
Waste Water Treatment Plant	2,784,000.00	160,000.00	2,624,000.00	
Administrative	4,338,000.00	30,000.00	4,308,000.00	
Warehouse/Special Services	925,000.00		925,000.00	
Total	36,910,500.00	2,745,000.00	34,165,500.00	3,072,000.00

*Budgeted in 24-25,
Not Completed*

Capital Expenditures

Electric Department	3,260,000.00	1,500,000.00
Water Distribution	13,073,000.00	183,000.00
Water Plant-Teehee	1,909,000.00	50,000.00
Water Plant-Tenkiller	425,000.00	
Waste Water Collection	415,000.00	
Waste Water Treatment Plant	3,452,000.00	1,112,000.00
Administrative	45,000.00	
Warehouse/Special Services	327,000.00	
Total	22,906,000.00	2,845,000.00

Total Revenue less Expenditures	18,625,500.00	
Capital Expenditures	(22,906,000.00)	
Apportionment to City 6%	1,500,000.00	(included in Expenditures)
	(4,280,500.00)	
From General Fund/Reserve	4,280,500.00	
Net Revenue/Loss	-	

Account	Account Title	2022-23 Actual	2023-24 Actual	2024-25 Actual (thru Feb. 25)	2024-25 Budget	2025-26 Proposed Budget
<i>Electric Department</i>						
01-4000	Electric Revenue	22,682,520.48	21,210,573.68	18,411,747.92	26,000,000.00	26,780,000.00
01-4005	Misc. Electric Revenue	250,245.07	274,971.22	200,295.84	275,000.00	275,000.00
01-4030	Vapor Light Rental Revenue	205,580.71	209,886.31	147,747.91	235,000.00	235,000.00
01-4040	Property Damage Recovery	4,599.76	84,422.66	4,532.57	10,000.00	15,000.00
01-4045	Pole Rental	71,925.25	48,704.80	23,523.32	55,000.00	55,000.00
01-4051	Sale of Used Equipment	-	(7,437.10)	5,543.45	-	-
01-4200	Grant, tribal misc income	16,454.81	58,305.20	132,310.31	10,000.00	1,500,000.00
01-4301	Allocation of Admin Revenue	250,692.61	95,182.72	93,661.48	-	-
					<i>Total Revenue</i>	<i>28,860,000.00</i>
01-5010	Electric Current Purchased	14,629,309.85	12,628,815.73	8,087,746.11	16,000,000.00	16,480,000.00
01-5120	Labor	1,159,336.67	1,390,029.11	1,041,046.39	1,330,000.00	1,830,000.00
01-5130	FICA	87,636.01	105,317.38	78,856.51	100,000.00	137,000.00
01-5131	Workers Comp	17,889.00	12,633.76	-	35,000.00	19,000.00
01-5142	Uniform Cost	27,772.34	27,368.39	23,701.74	30,000.00	34,000.00
01-5150	Retirement	107,026.86	109,900.93	78,764.21	110,000.00	150,000.00
01-5190	Health Insurance	94,293.43	89,577.16	78,624.99	100,000.00	120,000.00
01-5191	Health Reimbursement Account	5,252.59	7,122.95	5,000.00	9,000.00	9,000.00
01-5195	Unemployment Tax	3,482.81	4,353.47	3,424.85	4,000.00	5,000.00
01-5232	Vehicle Maintenance	51,918.14	54,186.89	52,574.16	65,000.00	65,000.00
01-5233	Small Equipment Maintenance	24,975.09	30,434.29	10,736.19	34,000.00	61,000.00
01-5235	Oil, gas, diesel, etc.	50,647.88	50,926.43	35,863.74	50,000.00	50,000.00
01-5236	Travel, Training and Dues	12,217.86	29,439.31	19,182.51	25,000.00	30,000.00
01-5237	Miscellaneous	6,754.91	11,249.33	5,974.11	10,000.00	10,000.00
01-5240	Line Maintenance	514,770.01	706,356.51	475,745.52	650,000.00	700,000.00
01-5243	Contract Tree Trimming	135,610.94	142,214.04	7,926.31	150,000.00	150,000.00
01-5246	Small tools and other supplies	31,439.80	87,093.37	34,063.30	76,500.00	77,000.00
01-5247	Computers, software, supplies	82.52	4,226.25	3,164.44	5,000.00	5,000.00
01-5260	Street Light Maintenance	64,326.55	105,249.97	24,438.15	120,000.00	120,000.00
01-5261	Traffic Light Maintenance	85,135.20	51,130.96	53,390.61	75,000.00	75,000.00
01-5342	Janitorial Services	3,060.00	4,300.00	2,380.00	5,000.00	5,000.00
01-5410	General Liability Insurance	14,564.31	25,677.73	3,530.34	15,000.00	15,000.00
01-5635	Telephone & Internet Expense	9,312.72	10,676.35	7,925.13	9,000.00	9,000.00
01-5650	Professional Services	800.00	1,522.19	3,011.26	10,000.00	10,000.00
01-5685	Utility Expense	24,252.59	25,921.85	16,393.11	25,000.00	25,000.00
01-5796	Depreciation Expense-Electric	261,021.04	419,535.22	309,298.94	430,000.00	500,000.00
01-6000	Allocation of Admin Expense	1,135,726.82	1,277,889.20	907,775.91	-	-
01-6001	Allocation of Warehouse Expense	255,842.83	319,250.29	233,369.22	-	-
					<i>Total Expenses</i>	<i>20,691,000.00</i>

Account	Account Title	2022-23 Actual	2023-24 Actual	2024-25 Actual (thru Feb. 25)	2024-25 Budget	2025-26 Proposed Budget
Water Distribution						
02-4010	Water Revenue	5,732,600.00	6,255,720.57	4,749,775.50	6,400,000.00	7,000,000.00
02-4015	Misc. Water Revenue	61,105.10	57,959.86	42,987.16	68,000.00	70,000.00
02-4020	Water Taps and Services	53,500.00	84,428.38	89,965.27	80,000.00	150,000.00
02-4050	Sale of material and supplies	-	(7,437.10)	-	-	-
02-4051	Sale of Used Equipment	-	-	11,390.63	-	-
02-4200	Miscellaneous Income	5,422.87	7,656.93	5,293.29	8,000.00	10,000.00
02-4250	Grant/Tribal Income	-	38,653.03	1,162,526.98	914,000.00	9,500,000.00
02-4301	Allocation of Admin Revenue	125,345.97	47,591.34	46,830.73	-	-
					Total Revenue	16,730,000.00
02-5120	Labor	694,254.31	775,009.62	493,863.42	825,000.00	825,000.00
02-5130	FICA	52,209.64	58,357.97	37,284.96	55,000.00	63,000.00
02-5131	Workers Comp	35,113.66	25,688.62	-	35,000.00	35,000.00
02-5142	Uniform Cost	13,384.82	9,862.36	7,160.29	15,000.00	15,000.00
02-5150	Retirement	69,810.51	72,400.03	45,355.06	80,000.00	82,000.00
02-5190	Health Insurance	84,862.76	87,782.34	69,217.55	100,000.00	100,000.00
02-5191	Health Reimbursement Account	4,531.00	550.98	-	5,000.00	5,000.00
02-5195	Unemployment Tax	2,848.32	2,952.78	1,839.37	3,000.00	2,500.00
02-5232	Vehicle Maintenance	12,908.37	30,552.47	30,967.10	25,000.00	40,000.00
02-5233	Equipment Maintenance	15,314.93	10,703.22	10,849.78	19,500.00	19,500.00
02-5235	Oil, gas, diesel, etc.	49,667.18	47,750.28	30,953.39	50,000.00	50,000.00
02-5236	Travel, Training and Dues	14,606.77	18,959.19	10,043.05	20,000.00	20,000.00
02-5237	Miscellaneous	6,718.17	15,937.00	3,792.21	8,000.00	8,000.00
02-5246	Small tools and other supplies	17,897.06	35,830.40	11,874.85	32,000.00	33,000.00
02-5247	Computers, software, supplies	-	5,108.15	3,089.08	10,000.00	10,000.00
02-5260	Water Line Maintenance	745,674.11	524,682.34	344,257.97	800,000.00	800,000.00
02-5265	Permit Fees	-	1,611.34	-	1,000.00	1,000.00
02-5342	Janitorial Services	2,200.00	2,640.00	1,760.00	3,000.00	3,000.00
02-5410	General Liability Insurance	11,908.08	15,720.53	1,993.33	16,000.00	16,000.00
02-5635	Telephone & Internet Expense	7,982.43	8,398.84	5,835.34	9,000.00	10,000.00
02-5640	Interest Expense	-	187,338.66	-	-	100,000.00
02-5650	Professional Services	121,858.34	22,895.41	17,057.61	100,000.00	20,000.00
02-5685	Utility Expense	17,900.28	18,826.69	12,198.01	20,000.00	20,000.00
02-5796	Depreciation Expense-Water Dist.	229,118.99	805,503.80	807,331.30	800,000.00	1,200,000.00
02-6000	Allocation of Admin Expense	567,854.57	638,944.66	453,887.97	-	-
02-6001	Allocation of Warehouse Expense	191,672.01	240,187.78	167,121.26	-	-
					Total Expenses	3,478,000.00

Account	Account Title	2022-23 Actual	2023-24 Actual	2024-25 Actual (thru Feb. 25)	2024-25 Budget	2025-26 Proposed Budget
<i>Water Treatment Plant-Teehee</i>						
09-5120	Labor	771,700.11	597,034.33	396,596.53	600,000.00	615,000.00
09-5130	FICA	58,360.17	44,884.80	29,698.75	50,000.00	48,000.00
09-5131	Workers Comp	28,729.34	9,761.68	-	30,000.00	25,000.00
09-5142	Uniform Cost	5,840.20	3,526.68	2,283.43	6,000.00	6,000.00
09-5150	Retirement	66,574.15	49,815.23	31,599.42	60,000.00	60,000.00
09-5190	Health Insurance	74,617.67	54,977.66	53,861.29	58,000.00	80,000.00
09-5191	Health Reimbursement Account	650.70	9,530.19	9,480.00	5,000.00	15,000.00
09-5195	Unemployment Tax	3,227.89	1,846.82	1,478.86	3,500.00	3,000.00
09-5232	Vehicle Maintenance	4,027.38	3,518.48	3,640.88	7,000.00	7,500.00
09-5233	Equipment Maintenance	23,895.76	10,665.31	11,387.61	64,000.00	64,000.00
09-5235	Oil, gas, diesel, etc.	14,180.03	13,872.03	9,051.17	14,000.00	15,000.00
09-5236	Travel, Training and Dues	18,676.01	10,599.47	1,917.62	10,000.00	10,000.00
09-5237	Miscellaneous	4,888.61	1,900.05	1,804.46	5,000.00	5,000.00
09-5246	Small tools and other supplies	8,672.01	9,141.71	3,265.26	21,000.00	17,500.00
09-5249	Computers, software, supplies	17,039.08	750.18	13,800.36	5,000.00	20,000.00
09-5260	Plant Maintenance-WTP Teehee	248,736.11	91,950.67	37,743.52	140,000.00	150,000.00
09-5265	Permit Fees	55,795.25	8,246.48	8,906.19	10,000.00	10,000.00
09-5275	Chemicals and Supplies	449,075.72	193,488.89	147,137.18	225,000.00	260,000.00
09-5362	Outside Lab Testing	26,142.11	22,602.50	12,790.00	25,000.00	20,000.00
09-5410	General Liability Insurance	59,879.12	47,223.58	1,087.00	40,000.00	40,000.00
09-5635	Telephone & Internet Expense	14,095.10	9,262.02	5,751.40	10,000.00	10,000.00
09-5640	Interest Expense	219,139.66	320,282.45	480,748.30	450,000.00	500,000.00
09-5650	Professional Services	42,973.74	6,118.21	2,552.75	10,000.00	20,000.00
09-5685	Utility Expense	442,532.10	228,333.82	144,403.75	230,000.00	210,000.00
09-5796	Depreciation Expense	454,507.56	571,995.49	158,417.03	300,000.00	240,000.00
					Total Expenses	2,451,000.00

Account	Account Title	2022-23 Actual	2023-24 Actual	2024-25 Actual (thru Feb. 25)	2024-25 Budget	2025-26 Proposed Budget
<i>Water Treatment Plant-Tenkiller</i>						
10-5120	Labor	-	311,039.77	226,411.91	424,000.00	350,000.00
10-5130	FICA	-	23,606.61	17,156.64	25,000.00	25,000.00
10-5131	Workers Comp	-	9,761.68	-	10,000.00	10,000.00
10-5142	Uniform Cost	-	1,001.00	745.00	2,500.00	2,500.00
10-5150	Retirement	-	22,071.27	16,338.10	40,000.00	40,000.00
10-5190	Helath Insurance	-	24,103.03	18,230.87	27,000.00	27,000.00
10-5191	Health Reimbursement Account	-	4,409.44	5,000.00	5,000.00	5,000.00
10-5195	Unemployment Tax	-	1,383.83	833.99	1,500.00	1,500.00
10-5232	Vehicle Maintenance	-	1,229.92	1,273.89	4,000.00	4,000.00
10-5233	Equipment Maintenance	-	9,955.92	18,745.19	17,800.00	25,000.00
10-5235	Oil, gas, diesel, etc.	-	1,959.89	1,579.26	3,500.00	3,500.00
10-5236	Travel, Training and Dues	-	7,748.93	3,208.78	7,500.00	7,500.00
10-5237	Miscellaneous	-	917.22	-	1,500.00	1,500.00
10-5246	Small tools and other supplies	-	4,483.50	3,465.82	7,500.00	7,000.00
10-5249	Computers, software, supplies	-	508.17	893.43	1,000.00	1,000.00
10-5260	Plant Maintenance-WTP Tenkiller	95.00	55,913.13	141,452.27	115,000.00	150,000.00
10-5265	Permit Fees	-	49,578.14	10,652.80	114,650.00	90,000.00
10-5275	Chemicals and Supplies	-	270,428.48	157,428.62	220,000.00	230,000.00
10-5362	Outside Lab Testing	-	-	-	2,800.00	3,000.00
10-5410	General Liability Insurance	-	31,014.15	-	20,000.00	10,000.00
10-5635	Telephone & Internet Expense	-	3,408.90	2,573.89	3,800.00	4,000.00
10-5650	Professional Services	-	-	-	10,000.00	10,000.00
10-5685	Utility Expense	13,981.16	171,112.49	111,198.03	160,000.00	160,000.00
					Total Expenses	1,167,500.00

Account	Account Title	2022-23 Actual	2023-24 Actual	2024-25 Actual (thru Feb. 25)	2024-25 Budget	2025-26 Proposed Budget
<i>Sewer (Waste Water Collection)</i>						
03-4050	Sale of material and supplies	-	(7,437.09)	-	-	
03-4100	Sewer Charges	3,834,245.20	3,911,796.86	2,834,865.45	4,200,000.00	4,200,000.00
03-4110	Sewer Taps	12,600.00	23,070.00	13,200.00	15,000.00	20,000.00
03-4120	Grant/Tribal Income	-	-	36,612.46	198,000.00	1,700,000.00
03-4200	Miscellaneous Income	14,920.27	14,783.48	-	15,000.00	15,000.00
03-4301	Allocation of Admin Revenue	125,345.94	47,591.33	46,830.73	-	
					Total Revenue	5,935,000.00
03-5120	Labor	392,653.22	437,821.71	305,268.52	423,000.00	423,000.00
03-5130	FICA	29,350.07	33,180.57	23,181.88	33,000.00	33,000.00
03-5131	Workers Comp	10,021.66	9,122.21	-	16,000.00	16,000.00
03-5142	Uniform Cost	3,939.84	3,987.23	2,168.31	5,000.00	5,000.00
03-5150	Retirement	38,498.50	40,588.13	28,036.26	41,000.00	41,000.00
03-5190	Health Insurance	44,922.29	48,009.55	26,679.69	45,000.00	50,000.00
03-5191	Health Reimbursement Account	8,297.00	1,418.86	2,616.57	10,000.00	10,000.00
03-5195	Unemployment Tax	1,765.47	1,714.71	1,321.61	2,500.00	2,000.00
03-5232	Vehicle Maintenance	12,334.27	19,215.43	6,715.95	22,000.00	22,000.00
03-5233	Equipment Maintenance	11,267.59	13,032.01	10,281.91	18,000.00	18,000.00
03-5235	Oil, gas, diesel, etc.	48,727.98	47,984.07	31,656.40	50,000.00	45,000.00
03-5236	Travel, Training and Dues	7,237.78	13,191.30	8,559.28	12,000.00	12,000.00
03-5237	Miscellaneous	6,588.85	5,931.04	3,039.78	8,000.00	8,000.00
03-5247	Computers, software, supplies	-	1,614.38	1,898.13	3,000.00	3,000.00
03-5246	Small tools and other supplies	10,065.85	16,169.48	2,388.47	12,000.00	12,000.00
03-5260	Sewer Line Maintenance	47,943.13	75,415.48	34,456.97	100,000.00	100,000.00
03-5265	Permit Fees	-	100.00	-	-	
03-5342	Janitorial Services	2,200.00	2,640.00	2,100.00	2,500.00	3,000.00
03-5410	General Liability Insurance	14,879.83	19,098.49	2,032.33	24,000.00	24,000.00
03-5635	Telephone & Internet Expense	6,937.33	7,305.10	4,172.64	7,000.00	7,000.00
03-5650	Professional Services	3,698.50	4,377.76	-	5,000.00	5,000.00
03-5685	Utility Expense	17,947.37	19,548.66	12,798.27	22,000.00	22,000.00
03-5796	Depreciation Expense-Sewer	151,856.85	224,502.21	191,546.83	210,000.00	215,000.00
03-6000	Allocation of Admin Expense	567,854.53	638,944.64	453,887.95	-	
03-6001	Allocation of Warehouse Expense	191,671.98	240,187.77	167,121.23	-	
					Total Expenses	1,076,000.00

Account	Account Title	2022-23 Actual	2023-24 Actual	2024-25 Actual (thru Feb. 25)	2024-25 Budget	2025-26 Proposed Budget
Waste Water Treatment Plant						
08-4202	Compost Sales	2,782.40	1,393.93	1,134.24	2,500.00	2,500.00
08-5120	Labor	438,178.07	501,933.07	376,496.44	510,000.00	570,000.00
08-5130	FICA	32,151.73	37,056.19	27,937.56	40,000.00	40,000.00
08-5131	Workers Comp	14,030.34	7,297.77	-	20,000.00	20,000.00
08-5142	Uniform Cost	3,394.72	3,499.74	1,813.84	6,000.00	6,000.00
08-5150	Retirement	38,301.45	41,343.59	29,250.19	50,000.00	50,000.00
08-5190	Health Insurance	64,152.48	67,686.83	53,261.12	75,000.00	95,000.00
08-5191	Health Reimbursement Account	5,736.56	3,613.17	-	10,000.00	10,000.00
08-5195	Unemployment Tax	1,856.67	2,277.26	1,367.46	2,500.00	3,000.00
08-5232	Vehicle Maintenance	12,856.48	6,052.78	6,418.79	20,000.00	22,000.00
08-5235	Oil, gas, diesel, etc.	18,900.68	17,962.77	10,544.19	25,000.00	25,000.00
08-5236	Travel, Training and Dues	4,942.42	8,716.27	4,140.95	8,000.00	8,000.00
08-5245	Equipment Maintenance	20,136.23	25,247.71	7,280.02	48,000.00	45,000.00
08-5246	Small tools and other supplies	265.24	12,708.99	5,547.19	19,500.00	20,000.00
08-5248	Office Supplies	2,845.91	3,929.44	1,428.88	6,000.00	6,000.00
08-5249	Computers, software, supplies	-	6,708.89	1,617.71	5,000.00	5,000.00
08-5260	Plant Maintenance-WWTP	59,145.02	105,956.21	144,506.82	120,000.00	225,000.00
08-5261	Engineering Fees	-	-	-	10,000.00	10,000.00
08-5274	Sludge Disposal	77,494.75	122,407.83	26,950.55	60,000.00	20,000.00
08-5275	Chemicals-WWTP	74,262.61	134,688.07	52,851.27	160,000.00	160,000.00
08-5279	Building Improvements-WWTP	7,410.00	13,857.86	11,206.89	20,000.00	20,000.00
08-5281	Building Maintenance	188.58	-	-	5,000.00	5,000.00
08-5362	Outside Lab Testing	26,705.00	44,390.50	21,416.90	60,000.00	60,000.00
08-5410	General Liability Insurance	48,201.34	70,430.63	719.00	50,000.00	50,000.00
08-5445	Miscellaneous Expense	3,828.67	5,358.93	3,291.96	8,000.00	8,000.00
08-5635	Telephone & Internet Expense	3,685.50	5,030.21	3,503.77	5,000.00	6,000.00
08-5640	Interest Expense	103,077.08	169,997.30	106,125.08	350,000.00	350,000.00
08-5650	Professional Services	20,844.29	22,898.72	10,378.98	20,000.00	20,000.00
08-5685	Utility Expense	598,713.25	584,980.13	343,298.60	600,000.00	525,000.00
08-5796	Depreciation Expense-WWTP	600,440.18	161,488.32	110,024.49	200,000.00	400,000.00
					Total Expenses	2,784,000.00

Account	Account Title	2022-23 Actual	2023-24 Actual	2024-25 Actual (thru Feb. 25)	2024-25 Budget	2025-26 Proposed Budget
<i>Warehouse/Special Services</i>						
04-5120	Labor	420,687.44	498,395.63	357,498.94	530,000.00	530,000.00
04-5130	FICA	31,422.62	37,111.24	26,135.37	40,000.00	40,000.00
04-5131	Workers Comp	7,163.00	4,385.75	-	10,000.00	10,000.00
04-5142	Uniform Cost	3,748.40	1,985.00	1,419.12	4,500.00	4,500.00
04-5150	Retirement	43,404.83	46,546.83	32,368.72	52,000.00	52,000.00
04-5190	Health Insurance	38,484.27	65,804.76	60,070.25	65,000.00	85,000.00
04-5191	Health Reimbursement Account	184.50	2,093.02	1,464.07	5,000.00	5,000.00
04-5195	Unemployment Tax	1,637.12	1,668.41	1,228.98	2,000.00	2,000.00
04-5232	Vehicle Maintenance	4,062.34	11,884.68	9,708.71	13,000.00	20,000.00
04-5235	Oil, gas, diesel, etc.	14,737.38	13,589.94	8,758.91	16,000.00	15,000.00
04-5236	Travel, Training and Dues	2,047.23	4,558.51	4,578.31	8,000.00	8,000.00
04-5247	Computers, software, supplies	6,492.49	16,389.39	19,802.06	18,000.00	30,000.00
04-5248	Office Supplies	8,032.89	7,905.04	1,618.80	10,000.00	10,000.00
04-5260	Warehouse Maintenance & Operation	13,616.08	26,475.61	20,512.16	22,000.00	30,000.00
04-5264	Small tools and other supplies	2,870.02	10,426.90	809.01	3,000.00	3,000.00
04-5342	Janitorial Services	3,908.33	2,200.00	1,760.00	3,000.00	3,000.00
04-5345	Garage & Shop Expense	21,156.46	24,243.90	17,490.91	35,000.00	35,000.00
04-5410	General Liability Insurance	3,642.46	8,471.54	571.00	4,500.00	4,500.00
04-5622	Maintenance Agreements	-	-	78.96	-	-
04-5635	Telephone & Internet Expense	7,755.24	6,962.65	4,658.72	8,000.00	8,000.00
04-5796	Depreciation	8,116.59	35,099.26	20,689.13	10,000.00	30,000.00
04-5900	Allocation of Warehouse Expense	637,615.02	799,625.84	567,611.71	-	-
					Total Expenses	925,000.00

Account	Account Title	2022-23 Actual	2023-24 Actual	2024-25 Actual (thru Feb. 25)	2024-25 Budget	2025-26 Proposed Budget
Administrative						
07-4051	Sale of Used Equipment	-	1,625.00	-	-	
07-4065	Grant/Tribal Income	332,632.63	-	18,221.20	-	
07-4200	Miscellaneous Income	28,761.31	53,667.21	46,961.12	25,000.00	25,000.00
07-4250	Service Charges	160,035.50	154,711.80	136,389.98	200,000.00	200,000.00
07-4300	Allocation of Admin Revenue	(501,384.52)	(190,365.39)	(187,322.94)	-	
07-4900	Interest Earned-BancFirst Debt Service	2,802.70	2,965.16	320.74	3,000.00	1,000.00
07-4901	Interest Earned-Contingency Fund	37,832.78	66,817.08	53,565.35	60,000.00	80,000.00
07-4902	Interest Earned-Reserve Accounts	103,084.10	436,784.71	278,675.26	200,000.00	400,000.00
07-4904	Interest Earned-Deposit Accounts	14,953.19	96,818.81	63,044.71	27,000.00	80,000.00
07-4906	Interest Earned-DWSRF Account	14,444.79	26,235.08	19,696.52	25,000.00	30,000.00
07-4909	Interest Earned-General Fund/ICS	255,062.58	431,456.22	323,649.16	420,000.00	450,000.00
					Total Revenue	1,266,000.00
07-5120	Labor	1,278,585.61	1,301,784.68	965,060.69	1,400,000.00	1,400,000.00
07-5130	FICA	82,185.68	98,641.60	72,342.88	106,000.00	106,000.00
07-5131	Workers Comp	1,677.00	1,308.73	-	13,000.00	14,000.00
07-5142	Uniform Cost	3,599.96	6,234.05	2,258.92	5,000.00	5,000.00
07-5150	Retirement	126,195.41	119,455.02	84,469.10	140,000.00	140,000.00
07-5190	Health Insurance	144,045.09	166,387.64	133,568.02	170,000.00	180,000.00
07-5191	Health Reimbursement Account	5,651.82	11,267.40	5,705.16	15,000.00	15,000.00
07-5195	Unemployment Tax	9,625.97	4,636.83	3,286.95	4,500.00	5,000.00
07-5232	Vehicle Maintenance	2,613.85	8,254.88	14,446.88	8,000.00	20,000.00
07-5235	Oil, gas, diesel, etc.	6,295.70	6,066.86	4,167.60	7,000.00	7,000.00
07-5236	Travel, Training and Dues	32,001.83	29,773.60	27,850.16	40,000.00	40,000.00
07-5247	Computers, software, supplies	16,711.32	16,030.72	21,783.49	25,000.00	30,000.00
07-5248	Office Expense	72,625.39	95,808.36	68,113.05	85,000.00	90,000.00
07-5249	IT Computers, software, supplies	26,733.31	25,645.78	17,278.90	27,000.00	30,000.00
07-5250	Collection Fees	3,948.31	3,996.36	2,836.14	4,500.00	5,000.00
07-5258	Contract Services	94,751.63	130,854.00	108,113.62	130,000.00	140,000.00
07-5268	Office Equipmenet	-	20,574.03	-	10,000.00	10,000.00
07-5342	Janitorial Services	20,207.63	21,915.96	14,956.00	23,000.00	23,000.00
07-5410	General Liability Insurance	5,485.92	6,874.25	115.00	8,500.00	8,000.00
07-5445	Miscellaneous	38,155.98	56,165.29	349.55	8,500.00	8,000.00
07-5580	Postage	5,146.77	7,032.63	2,069.44	5,000.00	5,000.00
07-5622	Maintenance Agreements	19,637.03	10,671.51	10,282.61	13,000.00	14,000.00
07-5625	Advertising Expense	151.15	426.92	346.33	1,000.00	1,000.00
07-5635	Telephone & Internet Expense	31,099.79	33,149.92	26,359.13	30,000.00	35,000.00
07-5650	Attorney & Legal Fees	-	300.00	11,874.01	15,000.00	15,000.00
07-5651	Professional Services	36,739.00	40,164.64	11,523.68	40,000.00	40,000.00
07-5670	Audit Expense	29,100.00	25,050.00	26,050.00	28,000.00	30,000.00
07-5675	Credit Card Expense	168,268.35	165,377.02	137,768.76	170,000.00	175,000.00
07-5685	Utility Expense	12,784.39	12,513.15	7,804.70	13,000.00	13,000.00
07-5731	Utility Board & Attorney Fees	31,900.00	36,900.00	26,800.00	38,400.00	39,000.00
07-5745	Bad Debt Expense	48,505.51	40,981.72	27,421.12	35,000.00	35,000.00
07-5746	Teller Over & Short	46.72	(0.06)	(19.85)	-	
07-5792	Building and Improvements	-	283.41	-	-	
07-5796	Depreciation Expense-Office	94,939.76	108,025.87	122,493.04	160,000.00	160,000.00
07-5900	Allocation of Expense	2,271,435.92	2,555,778.50	1,815,551.83	-	
07-8502	Apportionment to City of Tahlequah	1,332,414.72	1,445,424.88	1,040,417.33	1,700,000.00	1,500,000.00
					Total Expenses	4,338,000.00

**Capital Expenditure Requests
2025-2026 Fiscal Year**

Department	Submitted By	Estimated Cost	Details
Electric	Rick Patrick	17,000.00	Single Reel Wire Trailer-replaces 30 year old trailer
Electric	Rick Patrick	19,000.00	Belshe Equipment Trailer-replaces 15 year old trailer
Electric	Rick Patrick	229,000.00	Backyard Bucket with Jib-will trade in current unit
Electric	Rick Patrick	120,000.00	Cat 275 XE Skid Steer
Electric	Rick Patrick	95,000.00	Cat 306 CR Mini Excavator
Electric	Rick Patrick	13,000.00	EZ Spot Heavy Duty Skid Steer Pole Setter attachment
Electric	Rick Patrick	35,000.00	New sand and gravel bins
Electric	Rick Patrick	1,500,000.00	AMI Project-Funded by GRDA <i>*Payments will begin when project is complete. 5 years at 0% interest.</i>
Electric	Rick Patrick	180,000.00	15KV Reclosers for Sub #1 Rebuild
Electric	Rick Patrick	100,000.00	Unforeseen Expenses
Electric	Rick Patrick	40,000.00	Ford Ranger Pickup for Electric Locates-replaces current unit
Electric	Rick Patrick	57,000.00	1/2 Ton Truck-old unit will be used for on call vehicle
Electric	Rick Patrick	500,000.00	Electric Breakroom and Truck Bays
Electric	Rick Patrick	180,000.00	Land for Electric Breakroom and Truck Bays
Electric	Rick Patrick	25,000.00	Edgewater Addition extensions
Electric	Rick Patrick	25,000.00	Southridge Addition extensions
Electric	Rick Patrick	25,000.00	Northwoods Addition extensions
Electric	Rick Patrick	75,000.00	Jack Brown Electric line extension
Electric	Rick Patrick	25,000.00	Davis Ranch extensions
		3,260,000.00	
Admin	Beth Bailey	45,000.00	Repaint main office-inside and outside
		45,000.00	
Sewer	Barry Tucker	30,000.00	Seal and Rehab inside of manholes for infiltration
Sewer	Barry Tucker	300,000.00	Replace 700' of 8" clay sewer pipe-S.Muskogee to Park Hill Rd
Sewer	Barry Tucker	35,000.00	New sand and gravel bins
Sewer	Barry Tucker	1,500,000.00	Sewer line extension <i>*Expenses reimbursed by Cherokee Nation</i>
Sewer	Barry Tucker	50,000.00	Unforeseen Expenses
		1,915,000.00	
Special Services	David Lindsey	50,000.00	Ford F150-replaces unit 117-2013 Ford
Special Services	David Lindsey	10,000.00	J Pro Diagnostic Scanner for equipment and vehicles
Special Services	David Lindsey	80,000.00	Replace underground fuel tanks
Special Services	David Lindsey	12,000.00	Indoor electric hot water pressure washer
Warehouse	Beth Bailey	175,000.00	Warehouse expansion/renovation/concrete
		327,000.00	
Water	Bryan Harris	90,000.00	450 Heavy duty truck to replace 2016 Ford F150
Water	Bryan Harris	145,000.00	Hydraulic Excavator-replaces 2008 backhoe
Water	Bryan Harris	150,000.00	*** <i>Northeast Water Tower Rehab</i>
Water	Bryan Harris	35,000.00	New sand and gravel bins
Water	Bryan Harris	33,000.00	*** <i>New fence around Stick Ross water tower</i>
Water	Bryan Harris	145,000.00	S.Keeler/Ginger Dr-new hydrants/taps, replace water line
Water	Bryan Harris	2,760,000.00	Westside High Elevation Pressure Zone
Water	Bryan Harris	6,100,000.00	12" Water Line Extension-Cherokee Nation <i>*Expenses reimbursed by Cherokee Nation</i>
Water	Bryan Harris	3,400,000.00	Southside Water Extension-Phase 2 <i>*Expenses reimbursed by Cherokee Nation</i>
Water	Bryan Harris	90,000.00	York Street-replace 4" line with 6"- N.Jones to Seminary
Water	Bryan Harris	125,000.00	Unforeseen Expenses
		13,073,000.00	
WTP-Teehee	Jerry Linn	280,000.00	Engineering Fees for Phase 2 Construction
WTP-Teehee	Jerry Linn	1,319,000.00	Clarifier Rehab-all three clarifiers

WTP-Teehee	Jerry Linn	165,000.00		Green Climber-mower for pond banks
WTP-Teehee	Jerry Linn	75,000.00		Four door pickup to replace 2014 F150-unit 161
WTP-Teehee	Jerry Linn	50,000.00	***	Tractor-Replaces Massey Ferguson, split with WWTP
WTP-Teehee	Jerry Linn	20,000.00		Repair River Intakes
		1,909,000.00		
WTP-Tenkiller	Max Taylor	130,000.00		Decant east and west lagoons
WTP-Tenkiller	Max Taylor	100,000.00		Upgrade SCADA System computer, 12 years old,
WTP-Tenkiller	Max Taylor	145,000.00		Replace distribution pump and motor
WTP-Tenkiller	Max Taylor	50,000.00		Unforeseen Expenses
		425,000.00		
WWTP	Darrell Curtis	2,100,000.00		SBR 1 & 2 Rehab/SBR Blower Replacement & Relocation
WWTP	Darrell Curtis	45,000.00	***	Digester Blower Cover
WWTP	Darrell Curtis	140,000.00		Backhoe-Replaces unit E131 1998 Case Super L
WWTP	Darrell Curtis	100,000.00		Update Lab-Update equipment, cabinets and countertops
WWTP	Darrell Curtis	675,000.00	***	UV System Replacement (price increase due to tariffs)
WWTP	Darrell Curtis	50,000.00	***	Tractor-Replaces Massey Ferguson, split with Teehee Plant
WWTP	Darrell Curtis	62,000.00	***	6" Trash Pump
WWTP	Darrell Curtis	80,000.00	***	Skid Steer-replaces Case skid steer
WWTP	Darrell Curtis	200,000.00	***	Filter Media Rehabilitation
		3,452,000.00		
		24,406,000.00		

***Indicates item budgeted in 2024-2025, but not completed.

**MUTUAL FIRE ASSISTANCE AGREEMENT
BY AND BETWEEN
TAHLEQUAH FIRE DEPARTMENT**

**AND
COOKSON Volunteer FIRE DEPARTMENT**

This **Mutual Assistance Agreement** is entered into on 6-17-25 as hereinafter set forth by and between Cookson **Tahlequah Fire Department** and **Fire Department**.

WHEREAS, 74 OS§ 1008 and 11 OS§ 29-105 authorizes this Agreement in which each entity is securing benefits of mutual aid in the protection of life and property from fire, and in firefighting.

NOW, THEREFORE, the parties agree to the following provisions:

Section 1. Terms and Conditions

- A. This Mutual Assistance Agreement entered into by and between the Tahlequah Fire Department and the Cookson Fire Department shall be effective on the day of signing by both parties.
- B. On request to an authorized representative of the Cookson Fire Department by an authorized representative of the Tahlequah Fire Department upon approval by the authorized representative of the Cookson Fire Department, firefighting equipment and personnel of the Cookson Fire Department will be dispatched to any location, as designated by the authorized representative of the Tahlequah Fire Department, within the area for which the Tahlequah Fire Department normally provides fire protection services.
- C. On request to an authorized representative of the Tahlequah Fire Department, by an authorized representative of the Cookson Fire Department, upon approval by the authorized representative of the Tahlequah Fire Department, firefighting equipment and personnel of the Tahlequah Fire Department will be dispatched to any location, as designated by the authorized representative of the Cookson Fire Department, within the area for which the Cookson Fire Department normally provides fire protection services.
- D. Any dispatch of equipment and personnel pursuant to the Agreement is subject to the following conditions:
 - 1. The responding party's ability to provide available personnel and equipment to the requesting party.
 - 2. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.

3. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment was dispatched and shall be subject to the orders of that official.
4. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection, as determined by the authorized representative of the responding organization.
5. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of this Agreement.
6. All equipment used by Tahlequah Fire Department and COOKSON Fire Department all times will be owned by or under the jurisdiction of the Tahlequah Fire Department and the COOKSON Fire Department respectively; and all personnel acting for the Tahlequah Fire Department and the COOKSON Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of their respective Fire Department. All firefighters, fully paid or volunteer, responding to the request for mutual assistance performing firefighting, rescue, resuscitation, first aid or other official work as assigned by the requesting agency as provided in herein shall be considered as serving in their regular line of duty as if they were setting within the limits of their own area of responsibility; but said firefighters whether fully paid or volunteer shall receive no additional compensation. All such firefighters shall be entitled to all the benefits of any pension fund, firemen's relief and pension fund in the same manner as if the firefighting, rescue, resuscitation, first aid, or other official work has if it had been performed within the limits of the firefighters own area of responsibility. (11 O.S. 29-107)

Section 2. Training

The parties hereto agree to the extent feasibly possible to train to provide a better coordinated response to firefighting situations where the parties will be jointly responding to learn the other party's capabilities. If joint training is determined feasible each party to this agreement is responsible for the cost of the training for their individual members including but not limited to compensation, cost of training materials, use of equipment and/or the wear and tear of equipment and supplies. If Tahlequah Fire Department provides the training at its facilities the COOKSON Fire Department shall reimburse the Tahlequah Fire Department the cost of providing the training. If COOKSON Fire Department provides the training at its facilities the Tahlequah Fire Department shall reimburse the COOKSON Fire Department the cost of providing the training.

Section 11. Renewal.

This agreement shall be automatically renewed under the same terms and conditions from year to year following the expiration of the initial term unless terminated pursuant to Section 3 hereof

IN WITNESS WHEREOF the parties have signed this agreement on the year and date written above.

Cookson FIRE DEPARTMENT
✓ [Signature]
Fire Chief

TAHLEQUAH FIRE DEPARTMENT

Fire Chief

CITY OF TAHLEQUAH, OKLAHOMA

Mayor

Attest:

City Clerk

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

City Attorney

**CLEAR CREEK GOLF CAR
& UTILITY VEHICLES**

March 7, 2025

City of Tahlequah
Riverlinks Golf Course
2200 Golf Course Road
Tahlequah, OK 74464

RE – Golf Car Proposal State Contract # sw-0194

Mr. Brian Speake

On behalf of Clear Creek Golf Car and Utility Vehicles and Club Car, Inc., thank you for the opportunity to submit the following golf car fleet State Contract pricing to City of Tahlequah, Riverlinks Golf Course! Within, please find pricing on new 2025 Club Car Tempo Gas golf cars. Please consider this a living document, open to suggestions.

Again, thank you so much for the opportunity!

Sincerely,

Bernie Jorgensen
Territory Fleet Manager
Clear Creek Golf Car of Oklahoma
405-886-5408
Bernie@clearcreekgolfcar.com



Oklahoma City
9300 S. I-35 Service Rd.
(405) 634-0571

Wichita, KS
1508 US 54
(316) 219-5509

Tulsa
10118 E. 51st St.
(918) 663-0571

FLEET PROPOSAL

Per the terms of this proposal, Clear Creek Golf Car and Utility Vehicles will sell or lease (20) new 2025 Club Car Tempo™ Gas golf cars under State Contract # SW-0194 to City of Tahlequah, Riverlinks Golf Course in Tahlequah, Oklahoma. All pricing is inclusive of prep and delivery. Please add any applicable taxes. This proposal is valid for (30) days and assumes a delivery date prior to the end of August of 2025.

FLEET: (20) 2025 Club Car Tempo™ Gas golf cars with an aluminum frame, composite chassis, 360° wraparound bumper protection, number decals, comfort-grip steering wheel, wheel covers, and all other standard features.

In addition, each car will be equipped with the following accessories and enhancements:

- ✓ Dual USB ports
 - ✓ Canopy Top
 - ✓ Information holder
 - ✓ Coolers
 - ✓ Prepped and Delivered
-

State Contract # SW-0194

PURCHASE PRICE $\$ 6,195.00 / \text{car} \times 20 \text{ cars} = \$123,900.00$

Less Trade In of 18 – 2012 Yamaha Gas Golf Cars x \$1,400.00 each = - 24,700.00

NET PURCHASE PRICE $\$ 99,200.00$

60 Month Lease (Net of Trades) Net Monthly Payment/Per Car $\$ 70.45 / \text{car} \times 20 \text{ cars} = \$1,409.00 \text{ per month}$

***Pricing is subject to change due to interest rates. As of 12/24/2024, the Interest Rate is currently 7.5%. Any adjustments to the club's lease payment (up or down) will be based on WSJ Prime Rate 30-days prior to delivery.**

EARLY ROLL OPTION

Clear Creek Golf Car & Utility Vehicles, at its discretion, reserves the right to offer an early roll option. In order to receive an early roll option, the club must enter into a new lease or purchase agreement with Clear Creek Golf Car & Utility Vehicles and the existing account must be current and credit approved

Fleet Lease Proposal – continued on next page



FLEET PROPOSAL

Per the terms of this proposal, Clear Creek Golf Car and Utility Vehicles will sell or lease (1) new 2025 Club Car Carryall 502 Gasoline Utility Vehicle on State Contract #SW-0194 to City of Tahlequah, Riverlinks Golf Course in Tahlequah, Oklahoma. All pricing is inclusive of prep and delivery. Please add any applicable taxes. This proposal is valid for (30) days and assumes a delivery date prior to the end of August of 2025.

State Contract #SW-0194

1 – 2025 Carryall 502 Gasoline Utility Vehicle equipped with a Canopy Top, Windshield, Headlights, Heavy Duty Trailer Hitch, Heavy Duty Brush Guard and Cargo Box

PURCHASE PRICE **State Contract #SW-0194 \$ 11,395.00 each plus applicable sales tax**

60 Month Lease **Monthly Payment \$ 185.30 plus applicable sales tax**

***White in color with a black canopy top and gray seats**

***Pricing is subject to change due to interest rates. As of 12/24/2024, the Interest Rate is currently 7.5%. Any adjustments to the club's lease payment (up or down) will be based on WSJ Prime Rate 30-days prior to delivery.**

EARLY ROLL OPTION

Clear Creek Golf Car & Utility Vehicles, at its discretion, reserves the right to offer an early roll option. In order to receive an early roll option, the club must enter into a new lease or purchase agreement with Clear Creek Golf Car & Utility Vehicles and the existing account must be current and credit approved

Fleet Lease Proposal – continued on next page



AGREED TO ACCEPTED ON _____, 2025

Signed by: _____
GENERAL MANAGER / COO

Print name: _____

Signed by: _____
BOARD MEMBER

Print name: _____



**CLEAR CREEK GOLF CAR
& UTILITY VEHICLES**

March 9, 2025

City of Tahlequah
Riverlinks Golf Course
2200 Golf Course Road
Tahlequah, OK 74464

RE – Golf Car Proposal State Contract # sw-0194

Mr. Brian Speake

On behalf of Clear Creek Golf Car and Utility Vehicles and Club Car, Inc., thank you for the opportunity to submit the following proposal under State Contract pricing to City of Tahlequah, Parks and Recreation! Within, please find pricing on new 2025 Club Car Tempo 2+2 Gas golf cars. Please consider this a living document, open to suggestions.

Again, thank you so much for the opportunity!

Sincerely,

Bernie Jorgensen
Territory Fleet Manager
Clear Creek Golf Car of Oklahoma
405-886-5408
Bernie@clearcreekgolfcar.com



Oklahoma City
9300 S. I-35 Service Rd.
(405) 634-0571

Wichita, KS
1508 US 54
(316) 219-5509

Tulsa
10118 E. 51st St.
(918) 663-0571

PROPOSAL

Per the terms of this proposal, Clear Creek Golf Car and Utility Vehicles will sell or lease (2) new 2025 Club Car Tempo™ 2+2 Gas golf cars under State Contract # SW-0194 to City of Tahlequah, Parks and Recreation in Tahlequah, Oklahoma. All pricing is inclusive of prep and delivery. Please add any applicable taxes. This proposal is valid for (30) days and assumes a delivery date prior to the end of August of 2025.

FLEET: (2) 2025 Club Car Tempo™ 2+2 Gas golf cars with an aluminum frame, composite chassis, 360° wraparound bumper protection, number decals, comfort-grip steering wheel, wheel covers, and all other standard features.

In addition, each car will be equipped with the following accessories and enhancements:

- ✓ Rear Flip Down Seat
 - ✓ Canopy Top
 - ✓ Hinged Windshield
 - ✓ Prepped and Delivered
 - ✓ Headlights
-

State Contract # SW-0194

PURCHASE PRICE $\$11,195.00 / \text{car} \times 2 \text{ cars} = \$22,390.00$

60 Month Lease **Monthly Payment/Per Car** $\$196.70 / \text{car} \times 2 \text{ cars} = \393.40 per month

***Pricing is subject to change due to interest rates. As of 12/24/2024, the Interest Rate is currently 7.5%. Any adjustments to the club's lease payment (up or down) will be based on WSJ Prime Rate 30-days prior to delivery.**

EARLY ROLL OPTION

Clear Creek Golf Car & Utility Vehicles, at its discretion, reserves the right to offer an early roll option. In order to receive an early roll option, the club must enter into a new lease or purchase agreement with Clear Creek Golf Car & Utility Vehicles and the existing account must be current and credit approved

Fleet Lease Proposal – continued on next page



AGREED TO ACCEPTED ON _____, 2025

Signed by: _____
GENERAL MANAGER / COO

Print name: _____

Signed by: _____
BOARD MEMBER

Print name: _____





This Lease Agreement is made this **28th** day of **May, 2025**, between the **City of Tahlequah** (LESSOR), and **Oklahoma Department of Corrections** (LESSEE).

WHEREAS, the LESSOR is providing the LESSEE approximately **1224** square feet of **office** space located at **311 S. Muskogee Ave., Tahlequah, Oklahoma 74464**; as shown on "Attachment A"; and

WHEREAS, LESSEE desires to reimburse the LESSOR for that portion of rental expenses for use of said space;

NOW THEREFORE, it is agreed as follows:

1. This Agreement shall be effective **July 1st, 2025** through **June 30th, 2026**, and may be renewed annually until cancelled by either party.
2. The LESSEE shall reimburse the LESSOR **\$600** per MONTH upon proper presentation of invoicing from LESSOR.
3. The LESSOR shall provide all utilities, and janitorial services for said space. As used herein, utilities shall mean electric, gas, water, and sewer.
4. It is expressly agreed that the LESSEE shall be responsible for any damage to the property caused by visitors and invitees, or by the negligence of its employees.
5. Neither LESSEE nor LESSOR waive any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.
6. This Agreement may be terminated by either party upon written notice no less than 30 days prior to cancellation.

LESSOR: City of Tahlequah
(Type or Print)

By: _____
(Signature)

(Print Name and Title)

Date: _____

LESSEE: Oklahoma Department of Corrections
(Type or Print)

By: _____
(Signature)

Steven Harpe, Director
(Print Name and Title)

Date: _____

State of Oklahoma, by and through its
Oklahoma Office of Management and Enterprise Services

Real Estate and Leasing Services

CITY OF TAHLEQUAH

Legal Services Agreement

THIS AGREEMENT, made this 2nd day of June, 2025 by and between the CITY OF TAHLEQUAH, OKLAHOMA, a municipal corporation (hereinafter called the "City"), and BJ Baker, an independent attorney, contracting for the prosecutorial duties of the City Attorney, and who hereinafter shall be referred to as "Prosecutor".

TERM: The term of this Agreement shall commence on July 1st 2025, and extend through June 30th 2026.

NOTICES: All noticed required hereunder shall be sent via personal delivery or U.S. Mail, postage paid, as follows,

TO CITY: City of Tahlequah
Attn: Office of the Mayor
111 South Cherokee Avenue
Tahlequah, OK 74464

TO ATTORNEY: BJ Baker
303 W. Keetoowah St.
Tahlequah, OK 74464

Or other such addresses as either party may designate by notice to the other party.

PERFORMANCE REQUIREMENTS OF CITY:

City Shall:

1. Compensate the Attorney in the amount set forth hereunder for the provision of services as specified under Performance Requirements of Attorney.
2. Provide Attorney full access to the staff, records, and facilities in order to perform the services and functions set out herein.
3. Evaluate Attorney performance annually, providing written description of City's assessment of Attorney performance.

PERFORMANCE REQUIREMENTS OF PROSECUTOR:

The Prosecutor shall:

1. Consult regularly (not less than weekly) with the municipal court judge, or the court's regular staff, as needed to ensure proper operation of the municipal court.
2. Duties Performed by Prosecutor:
 - a. Court Trials (2nd Friday of the month at 2:00pm)

- b. Communications with plaintiffs
- c. Abatement Board (1st Monday of the month at 4:00pm)
- 3. In the absence of the City Attorney for more than 24 hours, provide legal opinions and advice, in writing, and within a reasonable timeframe, to the Mayor, City Administrator, and City Council in a public meetings as requested.

ADDITIONAL TERMS:

- 1. Information, data, opinions, and other instruments and communications are advisory, are not binding, and do not carry the force or authority of law.
- 2. All records generated in the course of fulfillment of this agreement are the property of, and shall be controlled by, the City.
- 3. The Attorney agrees that any information received by the Attorney during any furtherance of the Attorney's obligation in accordance with this contract which concerns the personal, financial, or other affairs of the City or its employees, officials, and any 3rd party with which the City conducts business will be treated by the Attorney in full confidence and will not be revealed to any others persons, firms, or organizations.
- 4. The City may from time to time request that the Attorney arrange for services of others. All costs to the Attorney for such services necessary for the execution of this contract will be paid by the City, but in no event shall the Attorney employ others without the prior authorization of the City.
- 5. Prior to commencing work under this contract, Attorney shall acquire a malpractice insurance policy, as evidenced by a certificate of insurance submitted to the City, and shall maintain in continuous force and effect.

COMPENSATION:

- 1. The Attorney will receive \$30,000 annually for fulfilling the duties and obligations of this agreement.
- 2. The City and Attorney agree that if extended out of area travel is required for the performance of the duties outlined in this contract, will be paid at a federal rate.

NON-ASSIGNMENT PROVISION:

City and Attorney hereby agree that the services specified in this Agreement may not be delegated or assigned.

TERMINATION OF CANCELLATION CLAUSE:

This Agreement may be terminated or cancelled by either party upon ten (10) days written notice. In the event this Agreement is terminated or cancelled by either party, City shall be responsible to compensate Attorney for only those services rendered to the time of termination or cancellation of this Agreement.

STATUS OF THE PARTIES:

The parties hereto stipulate and agree that the Attorney is an independent contractor, and that the City is interested only in the results of the Attorney's services and shall not control the means and methods by which the Attorney's services are rendered. The Attorney is not eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance, or other benefits from City by virtue of payment received.

The Attorney is engaged as an independent contractor and will be responsible for all Federal and State taxes related to payments received from City under terms of this Agreement.

WAIVER OF LIABILITY:

Attorney agrees to hold harmless the City from any claims, demands, or other liabilities resulting from the act or omission to act on any part of the Attorney or Attorney's employees, agents, or subcontractors in the performance of this contract.

MODIFICATION:

This Agreement may be modified in writing and not otherwise.

Executed By:

CITY OF TAHLEQUAH

ATTORNEY

Suzanne Myers, Mayor

Date

Name

Date

Attest:

Whitney Shaw, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT AGREEMENT made and entered into on this 7th day of July, 2025 between the CITY OF TAHLEQUAH, 111 S. Cherokee Ave., Tahlequah, Oklahoma, a municipal corporation (hereinafter "City") and TAHLEQUAH MAIN STREET ASSOCIATION, INCORPORATED (hereinafter "TMSA") a 501 c 3 non-profit corporation whose mailing address is 118 E. Shawnee Street, Tahlequah, Oklahoma 74464, for the purpose of providing services necessary for the effective operation and maintenance of certain municipal properties and facilities located in Tahlequah "Main Street Corridor". It is hereby understood and agreed by the parties that the term "Main Street Corridor" as used herein refers to the area defined by Muskogee Avenue bounded on the north by Goingsnake Street, on the east by Water Avenue, on the west by College Avenue, and on the south by Chickasaw Street

WITNESSETH:

ARTICLE 1. Agreement. TMSA, for and in consideration of the mutual covenants, terms, and agreements herein contained, promises and agrees to perform all services as set forth hereunder.

ARTICLE 2. Services. TMSA shall provide all labor, supplies, and such other materials and services as necessary to perform the following within the main street corridor and such other locations as may be specified:

- A. TMSA agrees to organize the "Adopt a Parklet" program to clean, plant and maintain the parklets located within the "Main Street Corridor".
- B. TMSA agrees to organize and conduct two (2) cleanup days annually removing trash, debris, and other waste materials from the street and public rights-of-way and from within the City's Sequoyah Park and Norris Park properties and coordinating disposal of all collected waste materials with the City.
- C. TMSA agrees to actively recruit new events and provide support (economic, operational, and promotional) to outside organizations or businesses who have identified Tahlequah for relocation or considering moving their next event and/or are actively planning to host new event(s) in the downtown corridor.
- D. TMSA agrees to manage a flag program; i.e., to display the American flag in the downtown corridor six (6) days a year. Those dates are, but not limited to, President's Day (third Monday in February), Memorial Day (last Monday in May), Independence Day July 4th), Patriot Day (September 11th), Veterans Day (November 11th), Pearl Harbor Day (December 7th).
- E. TMSA agrees to, whenever possible, assist organizers with production or events taking place in the downtown area by providing resources, expertise, volunteer labor, and logistical assistance.
- F. TMSA agrees to provide merchant and property services to the designated downtown corridor which can include interior layout and design assistance, architectural façade design assistance, actionable data acquisition, digital marketing of products and services, special events that promote downtown, retail events, merchant training and seminars, technical assistance, web and social media assistance, logo design assistance and to develop new programs that position downtown as the center of commerce, culture, and community life.
- G. TMSA agrees to coordinate any outside requests and installation of banners and/or decorations on city street light poles with each such request being first submitted to the City's Mayor for review and approval prior to installation.
- H. TMSA agrees to assist in yearly organization, design, and installation of downtown Christmas decorations and lights. In addition, TMSA will organize yearly fundraising initiatives for Christmas decorations, lights, and event support

- I. For the sum of sixty-five thousand dollars (\$65,000.00), TMSA agrees to seek new economic opportunities, provide marketing services, business development support, and coordinate events for the purpose of enhancing economic prospects of existing and prospective merchants in the downtown corridor. This includes but is not limited to hosting the Red Fern Festival, as well as many other great events. TMSA's services will fall within four unique tracks: Signature Festivals, Beautification/Experiential, Seasonal/Shopping, and Arts/Heritage. Details as follows:
 1. Signature Festivals - TMSA's signature festivals are extraordinary events focused on highlighting regional characteristics, culture and/or history of important aspects of the Tahlequah community (ex. Red Fern Festival, OksWagen Festival, Gather Downtown Festival). These events bring in thousands of visitors to Tahlequah each and every year.
 - i. .
 2. Beautification/Experiential -TMSA's beautification and experiential track is focused on creating a vibrant experience for the community when visiting downtown merchants. Experiences in this category will invest in the overall design of downtown while energizing business attraction, retention, and expansion efforts (ex. The Big Impact, façade grants, pole and parklet maintenance).
 - i.
 3. Seasonal/Shopping- TMSA's seasonal and shopping track is focused on creating economic opportunities for the City and downtown merchants with activities geared towards sales. Experiences in this category will encourage community engagement and create an opportunity to market to weekend tourists by partnering with regional partners, lake and river outfitters (ex. Ladies Night Out, Cookie Stroll).
 - i.
 4. Arts/Heritage - TMSA's arts and heritage track is focused on promoting and fostering a community steeped in rich connections to the arts, American history, and Native American traditions and culture. Experiences in this category are purposely planned to promote and encourage revitalization of the communities' arts and historical aspects (ex. 5th Saturday Art Market, downtown walking tours).
 - i.
- J. TMSA will articulate a focused, deliberate path to revitalize and strengthen the economy of the downtown corridor and therefore the City within a Transformation Strategy Report TMSA's Transformation Strategy Report will engage the community, be informed by careful analysis of the downtown corridors market position, and guide TMSA's revitalization work with the Four Point Economic Vitality, Design, Promotion and Organization approach. The Transformation Strategy Report will be provided to the City Mayor and City Council.
- K. TMSA understands and agrees that establishment of quantitative and qualitative outcomes by which to judge the organizations performance is necessary and an important part of this Agreement As part of its reports to the City Council and In any event no less than quarterly,

TMSA shall provide the City Council, with the following information related to the downtown City area:

1. Business Expansion and/or Relocation
 - i. Number of businesses that have relocated or expanded within the downtown corridor; This can include businesses that were located inside the city limits of the City but outside the downtown corridor that moved to the downtown corridor;
2. New Businesses
 - i. Number of new businesses that have opened in the downtown corridor in the last month; This will include new business startups or a business that was previously located inside/outside of the city limits that has moved to the downtown corridor;
3. Business Closure
 - i. Number of businesses that closed in the downtown corridor; this will also include businesses located in the downtown corridor that relocated outside the corridor but stayed within City limits, relocated outside city limits or to another community.
4. Jobs Created
 - i. Number of full-time people employed by each new business (or full-time equivalent); If a business has relocated or expanded within the district, new jobs will be created only if additional people are employed after the move or expansion.
5. Jobs Lost
 - i. Number of jobs lost due to business closure, consolidation or downsizing; the number of jobs lost to the businesses relocating outside of the downtown corridor will always be zero unless the business decreases the number of its employees with the move.
6. Public Investment Dollars
 - i. The amount of public improvement dollars spent within the district, i.e. city, county, state, or federal money spent on building rehabilitations, public improvements, or new construction. Types of public improvement projects are improvements to public buildings, installation and improvement of street lighting. street and sidewalk repairs, parking improvements, public signage, marketing and tourism, and landscaping.
7. Volunteer Hours
 - i. Number of volunteer hours contributed to the organization; this includes hours spent in both board and committee meetings; In addition, TMSA will maintain a volunteer program.
8. In addition, TMSA will report any other relevant data and provide the City of Tahlequah with quarterly financial reports.

ARTICLE 3. Term. This Agreement shall be effective for a term commencing on July7, 2025 and ending on June 30, 2026. Unless otherwise terminated or cancelled as herein provided, this contract shall be automatically renewed on July1, 2026 for an additional one-year term and thereafter on the same date of each succeeding year. Either party seeking to

terminate, cancel, or otherwise modify this Agreement shall give written notice in writing to the other party by June 1st of the year in which termination, cancellation, or modification is sought.

ARTICLE 4. Compensation. In consideration of full performance hereunder, City shall be requested to pay TMSA a sum of Sixty-Five Thousand Dollars and no cents (\$65,000.00) annually. Monthly payments in the amount of two thousand dollars (\$2,000.00). Any payment(s) for services rendered for a term of less than twelve (12) months shall be prorated; accordingly, twenty two thousand five hundred dollars (\$22,500) paid in July and twenty two thousand five hundred (\$22,500) paid in January of each fiscal year. Payments shall be made monthly and in arrears to TMSA upon receipt by the City of an invoice describing services by TMSA. Invoices shall be submitted in such form and content as shall be required by the City.

ARTICLE 5. Relationship. TMSA is an independent contractor retaining sole control of the manner and means of performing this contract and at no time shall it be considered an agent or representative of the City.

ARTICLE 6. Event Support. TMSA's signature festivals such as the Red Fern Festival will be supported by the City with fee waivers associated with the use of City property, resources, and/or equipment Fee waivers may be associated with but not be limited to the use of road closures, park usage, pavilion usage, equipment usage, waste removal, and other fees as typically required for events. Signature festivals have a multi-million dollar yearly economic impact on the City of Tahlequah and directly support local business.

ARTICLE 7. Indemnity. TMSA agrees to indemnify and hold harmless the City for any pecuniary or tort liability perpetrated as a result of any activity or action on behalf of TMSA or any other participants.

ARTICLE 8. Cancellation. This agreement may be cancelled by either party at any time upon thirty (30) days written notice delivered by certified mail or hand-delivered to the addresses herein specified. Upon such cancellation, TMSA shall be entitled to receive just compensation for any work completed prior to cancellation and found satisfactory by the City.

ARTICLE 9. Modification. No change or modification of this agreement shall be effective unless reduced to writing and executed by both parties hereto. Either party seeking modifications to this Agreement shall give written notice in writing to the other party by June 1st of the year in which modification is sought.

THIS AGREEMENT is made the day and year first written above.

TAHLEQUAH MAIN STREET ASSOCIATION

ATTEST:

By _____
President

President-Elect

CITY OF TAHLEQUAH

ATTEST:

By _____
Mayor

City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT AGREEMENT made and entered into on this 7th day of July, 2025 between the CITY OF TAHLEQUAH, 111 S. Cherokee Ave., Tahlequah, Oklahoma, a municipal corporation (hereinafter "City") and TAHLEQUAH AREA CHAMBER OF COMMERCE (hereinafter "CHAMBER") a 123 E. Delaware Street, Tahlequah, Oklahoma 74464, for the purpose of providing coordination and services in conjunction with the Blue Grass and Chili Festival (hereinafter "FESTIVAL"), for economic development purposes.

WITNESSETH:

ARTICLE 1. Agreement. CHAMBER, for and in consideration of the mutual covenants, terms, and agreements herein contained, promises and agrees to perform all services as set forth hereunder.

ARTICLE 2. Services. CHAMBER shall coordinate, organize and host the FESTIVAL on September 5-6, 2025. CHAMBER shall provide all labor, supplies, and such other materials and services as necessary to perform the following:

- A. CHAMBER agrees to engage a variety of acts and vendors for the FESTIVAL.
- B. CHAMBER agrees to notify in writing at least thirty (30) days prior to the FESTIVAL business and property owners within or abutting the festival area.
- C. CHAMBER agrees to coordinate with emergency service personnel (Police, Fire, EMS, Emergency MGMT) to ensure response to an emergency is efficient and effective.
- D. CHAMBER agrees to provide the CITY with data showing the economic impact of the FESTIVAL within ninety (90) days of the FESTIVAL.
- E. CHAMBER shall ensure all federal, state, and local rules, regulations, and permits are followed and up to date in relation to the FESTIVAL.

ARTICLE 3. Term. This Agreement shall be effective for a term commencing on July 7, 2025 and ending on June 30, 2026, unless otherwise terminated or cancelled as herein provided.

ARTICLE 4. Compensation. The CITY shall be requested to pay CHAMBER a sum of Sixty Thousand Dollars and no cents (\$60,000.00). Payment shall be made in one lump sum.

ARTICLE 5. Reporting. CHAMBER shall establish a separate fund for the compensation provided in Article 4. Within ninety (90) days after the FESTIVAL, CHAMBER shall furnish a report showing expenditures and goods/services received. Any remaining funds, shall be refunded back to the CITY.

ARTICLE 6. Relationship. CHAMBER is an independent contractor retaining sole control of the manner and means of performing this contract and at no time shall it be considered an agent or representative of the City.

ARTICLE 7. Event Support. The FESTIVAL will be supported by the CITY with fee waivers associated with the use of CITY property, resources, and/or equipment. Fee waivers may be associated with, but not be limited to, the use of road closures, park usage, pavilion usage, equipment usage, waste removal, and other fees as typically

required for events.

ARTICLE 8. Indemnity. CHAMBER agrees to indemnify and hold harmless the CITY for any pecuniary or tort liability perpetrated as a result of any activity or action on behalf of CHAMBER or any other participants.

ARTICLE 9. Cancellation. This agreement may be cancelled by either party at any time upon thirty (30) days written notice delivered by certified mail or hand-delivered to the addresses herein specified.

ARTICLE 10. Modification. No change or modification of this agreement shall be effective unless reduced to writing and executed by both parties hereto.

THIS AGREEMENT is made the day and year first written above.

TAHLEQUAH AREA CHAMBER OF COMMERCE

ATTEST:

By _____
Board Chair

Chair-Elect

CITY OF TAHLEQUAH

ATTEST:

By _____
Mayor

City Clerk

Current Policy

305 – LONGEVITY PAY¹

To encourage career service with the City, longevity pay is granted in addition to the base wages provided in the pay plan. After four (4) years of continuous employment with the City, a full time regular employee is entitled to longevity pay based on the total years of continuous service with the City computed on the following schedule:

<u>Continuous Years of Service</u>	<u>FULL TIME</u>	<u>PART TIME/Volunteer</u>
5	\$500.00	\$250.00
6	\$600.00	\$300.00
7	\$700.00	\$350.00
8	\$800.00	\$400.00
9	\$900.00	\$450.00
10	\$1000.00	\$500.00
11	\$1100.00	\$550.00
12	\$1200.00	\$600.00
13	\$1300.00	\$650.00
14	\$1400.00	\$700.00
15	\$1500.00	\$750.00
16	\$1600.00	\$800.00
17	\$1700.00	\$850.00
18	\$1800.00	\$900.00
19	\$1900.00	\$950.00
20	\$2000.00	\$1000.00
21	\$2100.00	\$1050.00
22	\$2200.00	\$1100.00
23	\$2300.00	\$1150.00
24	\$2400.00	\$1200.00
25	Max. \$2500.00	Max. \$1250.00

Longevity pay will be based on full years of service with the City computed from the employee's last anniversary date of hire with the City, except that military service shall not be deemed to constitute a break in service. Longevity pay begins on the first day of the month following the employee's eligibility. Longevity pay is dependent upon available funds. If funds are not available during a particular fiscal year, longevity pay will not be budgeted and will not be paid during that fiscal year.

Longevity pay may be approved by the Mayor and Council for employees during the budget process. Approval will depend upon availability of funds. The amount will also be determined by available funds. If funds are not available, longevity pay will not be budgeted. If funds are approved, the following policies will be used in calculating the longevity and disbursing the pay:

1. Qualifying Employees - Employees with five (5) years of service up to a maximum of twenty-five (25) years' service will receive longevity pay. Service exceeding twenty-five (25) years will not receive additional longevity pay.
2. Elected Officials - Elected officials will not receive longevity pay.
3. Interruption of Service - Employees who have self-terminated, retired or been terminated by the City and then are rehired will be considered for the longevity at **their last date of hire except as required by law for individuals returning from military service.**
4. Date of Payment - Longevity pay will be calculated on the anniversary of the employee's **last date of hire** and will be issued on the last pay period in that month.
5. Terminated Employees - Any employee who is terminated prior to their anniversary date will **not** receive longevity pay.

6. Self-terminated Employees - Any employee who self-terminates prior to their anniversary date will **not** receive longevity pay.
7. Retiring Employees - Any employee who retires prior to their anniversary date **will** receive longevity pay based on a prorated number of years and months of service.
8. Employees on Occupational Injury Leave - Any employee on occupational injury leave and drawing workmen's compensation on their anniversary date will **not** receive longevity pay until they **return to work.**
9. Employees on Leave of Absence - Any employee on leave of absence on their anniversary date will **not** receive longevity pay until they are reinstated to the position vacated.
10. Employees on Family Medical Leave - Any employee on leave which is covered under the Family Medical Leave Act on their anniversary date will receive longevity pay.
11. Employees on Military Leave of Absence - Any employee on military leave of absence on their anniversary date will receive longevity pay.
12. Employees on Suspension - Any employee who is on suspension on their anniversary date will not receive longevity pay unless they are reinstated to their position. If the suspended employee is terminated, they will not receive longevity pay.

New Policy

305 – LONGEVITY PAY'

To encourage career service with the City, longevity pay is granted in addition to the base wages provided in the pay plan. After four (4) years of continuous employment with the City, a full time regular employee is entitled to longevity pay based on the total years of continuous service with the City computed on the following schedule:

Continuous Years of Service	FULL TIME	PART TIME/Volunteer
5	\$780.00	\$250.00
6	\$936.00	\$300.00
7	\$1,092.00	\$350.00
8	\$1,248.00	\$400.00
9	\$1,404.00	\$450.00
10	\$1,560.00	\$500.00
11	\$1,716.00	\$550.00
12	\$1,872.00	\$600.00
13	\$2,028.00	\$650.00
14	\$2,184.00	\$700.00
15	\$2,625.00	\$750.00
16	\$2,800.00	\$800.00
17	\$2,975.00	\$850.00

18	\$3,150.00	\$900.00
19	\$3,325.00	\$950.00
20	\$3,500.00	\$1,000.00
21	\$3,675.00	\$1,050.00
22	\$3,850.00	\$1,100.00
23	\$4,025.00	\$1,150.00
24	\$4,200.00	\$1,200.00
25	\$4,375.00	\$1,250.00

Longevity pay will be based on full years of service with the City computed from the employee's last anniversary date of hire with the City, except that military service shall not be deemed to constitute a break in service. Longevity pay begins on the first day of the month following the employee's eligibility. Longevity pay is dependent upon available funds. If funds are not available during a particular fiscal year, longevity pay will not be budgeted and will not be paid during that fiscal year.

Longevity pay may be approved by the Mayor and Council for employees during the budget process. Approval will depend upon availability of funds. The amount will also be determined by available funds. If funds are not available, longevity pay will not be budgeted. If funds are approved, the following policies will be used in calculating the longevity and disbursing the pay:

1. Qualifying Employees - Employees with five (5) years of service up to a maximum of twenty-five (25) years' service will receive longevity pay. Service exceeding twenty-five (25) years will not receive additional longevity pay.
2. Interruption of Service - Employees who have self-terminated, retired or been terminated by the City and then are rehired will be considered for the longevity at **their last date of hire except as required by law for individuals returning from military service.**
3. Date of Payment - Longevity pay will be calculated on the anniversary of the employee's **last date of hire** and will be issued on the last pay period in that month.
4. Terminated Employees - Any employee who is terminated prior to their anniversary date will **not** receive longevity pay.
5. Self-terminated Employees - Any employee who self-terminates prior to their anniversary date will **not** receive longevity pay.
6. Retiring Employees - Any employee who retires prior to their anniversary date **will** receive longevity pay based on a prorated number of years and months of service.
7. Employees on Occupational Injury Leave - Any employee on occupational injury leave and drawing workmen's compensation on their anniversary date will **not** receive longevity pay until they **return to work.**
8. Employees on Leave of Absence - Any employee on leave of absence on their anniversary date will **not** receive longevity pay until they are reinstated to the position vacated.
9. Employees on Family Medical Leave - Any employee on leave which is covered under the Family Medical Leave Act on their anniversary date will receive longevity pay.
10. Employees on Military Leave of Absence - Any employee on military leave of absence on their anniversary date will receive longevity pay.

11. Employees on Suspension - Any employee who is on suspension on their anniversary date will not receive longevity pay unless they are reinstated to their position. If the suspended employee is terminated, they will not receive longevity pay.

RESOLUTION NO. 07-07-2025

A RESOLUTION TO ADOPT THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF TAHLEQUAH.

WHEREAS, the Tahlequah City Code contains provisions for the collection of fees and charges for various licenses, permits, and other fees and charges;

WHEREAS, Section 1-304 of the Tahlequah City Code establishes a schedule of fees and charges to be maintained by the City Clerk listing all such fees and charges for various licenses, permits, and other fees and charges;

WHEREAS, the City Council believes it to be just and proper to populate the schedule of fees and charges as required by Section 1-304 of the Tahlequah City Code.

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

SECTION 1. The following Schedule of Fees and Charges is hereby adopted:

Schedule of Fees and Charges		
Description	Fees	Ordinance No.
Alcoholic Beverages:		
Annual Brewer fee	\$1,250	1291-2019
Annual Distiller fee	\$3,125	1291-2019
Annual Winemaker	\$625	1291-2019
Annual Wine and Spirits Wholesaler	\$3,000	1291-2019
Annual Retail Package Store Spirits	\$900	1291-2019
Annual Mixed Beverage License	\$900	1291-2019
Annual Public or Special Event	\$55	
Annual Caterer	\$900	
Annual Retailer Beer and Wine Only	\$450	1291-2019
Quarterly Public or Special Event	\$55	
Annual On-premises Beer and Wine Only	\$450	1291-2019
Animals:		
Quarantine	\$60/animal	
Animal surrender	\$55/animal	
Euthanasia	\$60/animal	
Animal Adoption	\$50/animal	
Animal Dog Tag	\$5/dog	
Spay or Neuter	\$55/animal	
Vaccines	\$15/animal	
Parks, Recreation & Cultural Affairs:		
Brookside: 1-4 hours	\$40 with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
Brookside: All Day	\$65 with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
Gazebo: 1-6 hours	\$25 \$50, with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Green space: 1-6 hours	\$50, with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Leoser Large Pavilion: 1-6 hours	\$200 with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Leoser Small Pavilion: 1-6 hours	\$100 with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee

Schedule of Fees and Charges		
Description	Fees	Ordinance No.
Picnic Shelter: 1-6 hours	\$25 \$50, with \$100 deposit; additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Norris Park (entire facility): 1-6 hours	\$200 \$300, with \$100 deposit; additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Small Tent rental	\$100	No Ordinance Fee
Large Tent rental	\$200	No Ordinance Fee
Street Closure	\$50/event	No Ordinance Fee
Sound System rental	\$35	No Ordinance Fee
Digital Projector	\$15	No Ordinance Fee
Rental fee for portable stage	\$100	No Ordinance Fee
Tahlequatics Pool Entry	\$5/person	No Ordinance Fee
Tahlequatics Swimming Lesson fee	\$55 \$45/person	No Ordinance Fee
Tahlequatics Private Party Reservation	\$250 rental fee if 0-50 guests with a \$100 deposit; \$300 rental fee if 51-75 guests with a \$100 deposit; \$350 rental fee if 76-100 (max) guests with a \$100 deposit	No Ordinance Fee
Additional Lifeguard (required if over 50 swimmers at a Tahlequatics private party)	\$50/lifeguard	No Ordinance Fee
Tahlequatics Public Party Reservation (up to 20 swimmers)	\$150 \$75/3 tables with a \$150 \$50 deposit	No Ordinance Fee
Tahlequatics Punch Pass	\$50/20 punches \$55/25 punches	No Ordinance Fee
Riverlinks Course Fee	\$10/day and \$7/day for either senior or child	No Ordinance Fee
Riverlinks Cart Rental	\$14/cart	No Ordinance Fee
Riverlinks Cart Trail Fee (if you bring your own golf cart)	\$5/day	No Ordinance Fee
25 Driving Range golf balls	\$4	No Ordinance Fee
Riverlinks Golf Annual Individual Membership	\$225	No Ordinance Fee
Riverlinks Golf Annual Family Membership	\$360	No Ordinance Fee
Riverlinks Golf Annual Senior (65+) Membership	\$200	No Ordinance Fee
Riverlinks Rental Mon-Fri 2pm to Close	\$750	
Riverlinks Rental Sat-Sun 2pm to Close	\$1,200	
Annual Trail Fee	\$100	No Ordinance Fee
NSU Student Trail Fee (Semester Only)	\$80	No Ordinance Fee
Skate Park Rental	\$50/6 hour rental	No Ordinance Fee
Planning, Zoning, & Development:		
Abatement Initial Administration fee	\$150 + mailing and filing fees	1164-2009, 1206-2013
Abatement Summary Administration fee	\$50	1164-2009
Abatement Hearing Request Filing fee	\$25	1206-2013, 1070-2005
Abatement Appeal fee	\$50	1116-2007
Permit to Move a Building	Surety Bond of \$5,000 +\$50 review fee +\$.20/square foot if over 120 square feet	No Ordinance Fee
Building Permit for One- and Two-Family Dwellings	New construction: \$0.20/sqft under roof +\$30 per inspection. Remodel: \$0.10/square foot + \$200 inspection fee	No Ordinance Fee
Building Permit for Multifamily Dwellings	New construction: \$0.20/sqft under roof +\$100 per unit for inspections.	No Ordinance Fee

Schedule of Fees and Charges		
Description	Fees	Ordinance No.
	Remodel: \$0.10/square foot + \$100 per unit for inspections	
Building Permit for Accessory Buildings and Detached Garages	New construction: \$0.20/sqft under roof +\$30 per inspection Remodel: \$0.10/square foot + \$30 per inspection up to \$330	No Ordinance Fee
Building Permit for Boarding Houses, Hotels, Motels, and Dormitories	New construction: \$0.20/sqft under roof + \$75 per room Remodel: \$0.10/square foot + \$30 per room	No Ordinance Fee
Building Permit for Non-residential or Commercial Structures	New construction: \$0.20/sqft under roof + \$.05 per square foot (min 200.) for inspections Remodel: \$0.10/square foot + \$30 per inspection up to \$330	No Ordinance Fee
Building Permit for Multi-tenant Nonresidential or Commercial Structures	New construction: \$0.20/sqft under roof + \$75 per tenant space + \$.05 per square foot (min \$200.00) for inspections. Remodel: \$0.10/square foot + \$75. per tenant space -.05 per square foot + \$30.00 per inspection	No Ordinance Fee
Building Permit for Factory-built Permanent and Temporary Structures	Building permit required if over 120 sqft under roof ; \$.20 per square foot +\$30.00 per inspection up to \$330	952-2001
2nd Review of Building Plans	½ of Permit cost, min. \$150	
Tower Permit	\$1.00 per foot for first 100 feet, \$.50 per foot after	
Amusement Ride Permit	\$20/ride	719
Carnival and Circus Permits	\$150	719
Contractor License	\$300/new; \$50/renew – all expire 06/30	1001-2003, 1002-2003, 1003-2003, 983-2002, 1165-2010
Demolition Permit	\$55	No Ordinance Fee
Garage sale permit	1 permit every 90 days	No Ordinance Fee
In-ground Swimming Pool Permit	\$100	No Ordinance Fee
Inspection Permit	\$30/City \$50/outside City limits , \$60/reinspection	983-2002, 1001-2003, 1002- 2003, 1003-2003
Itinerant Vendor License	\$10/day (\$30 daily blanket), \$30/week (\$80 weekly blanket), \$60/month (\$300 monthly blanket), \$150/six months (\$500 six-month blanket)	1058-2005
Annual Mobile Home Park Permit	\$200.00 annual fee	No Ordinance Fee
Annual Occupation License	\$50/ due January 31 (license to be prorated)	699
Portable Carports	See Building permit for accessory buildings and detached garages	1057-2005
Temporary Sign Permit	\$25. Good for 30 days and not more than 4x a year	983-2002
Annual Sexual-Oriented Business License	\$200/new; \$100/renew	1104-2006
Annual Medical Marijuana Dispensary License	\$500	No Ordinance Fee
Annual Medical Marijuana Processing License	\$500	No Ordinance Fee
Annual Medical Marijuana Grow License	\$500	No Ordinance Fee
Zoning Application	\$600 + required notices paid by applicant	Resolution 04-06-09B

Schedule of Fees and Charges		
Description	Fees	Ordinance No.
Legal Notice Publication fee (Notice of Hearing)	Applicant pays separately	No Ordinance Fee
Radius Report	Applicant pays separately	No Ordinance Fee
Zoning Determination	\$20	No Ordinance Fee
Lot Split/Combination	\$100	No Ordinance Fee
Sketch Plat Review	\$100	No Ordinance Fee
Preliminary Plat Review	\$300	No Ordinance Fee
Final Plat Review	\$300	No Ordinance Fee
Plat Amendment	\$150	No Ordinance Fee
Engineering Review	\$160/hour, depending on engineer rate	No Ordinance Fee
Hydrologic Review	\$160/hour, depending on engineer rate	No Ordinance Fee
Sidewalk Fee – in lieu	\$40 per linear foot	1329-2021
Annual Outdoor Parklet	\$1,000	1265-2018
Variance/Special Exception	\$100 + required notice paid by applicant	1329-2021
Appeal to the Board of Adjustment	\$100 + required notice paid by applicant	1138-2008
Certificate of Appropriateness Filing Fee	\$10	832
Public Safety:		
Alternative Suppression Plan Review	\$0.03/square foot with a minimum of \$54	1304-2020
Fire Alarm Plan Review	\$0.03/square foot with a minimum of \$54	1304-2020
Fire Sprinkler Plan Review	\$0.03/square foot with a minimum of \$54	1304-2020
Alternative Suppression Inspection	\$50	1304-2020
Burn Permit	\$50 residential; \$100 commercial	1304-2020
Day Care Annual Life Safety Inspection	\$50	1304-2020
Firework Stand	\$25, +\$20/additional stand	1304-2020
Firework Display	\$75	1304-2020
Fire Watch	\$75/hour with a minimum of 2 hours per call-out	1304-2020
Fire Alarm Inspection	\$50	1304-2020
Health Care Facility Annual Life Safety Inspection	\$120	1304-2020
New/Remodel Commercial Construction under 4,000 square feet	\$120/final inspection	1304-2020
New/remodel Commercial Construction 4,000 square feet and over	\$170/final inspection	1304-2020
Re-Inspection	First reinspection: no charge Each reinspection after: \$50	1304-2020
Initial OK Medical Marijuana Assoc. Inspection	\$120	1304-2020
Renewal OK Medical Marijuana Assoc. Inspection	\$120	1304-2020
All Other State/Federal Mandated Fire Inspections	\$50	1304-2020
Street and Public Works:		
Cemetery Plots	\$350	666-1985
Cemetery Open/Closing	\$350	666-1985
Cemetery Open/Closing - Weekend	\$700	666-1985
Cemetery Opening/Closing - Cremation	\$300	666-1985

Schedule of Fees and Charges		
Description	Fees	Ordinance No.
Cemetery Opening/Closing - Cremation - Weekend	\$600	666-1985
Cemetery All Disinterment	\$500	No Ordinance Fee
Cemetery Filing Fee	Current County Rate	County Fee
Solid Waste Scale	\$10 minimum (under 500 pounds), \$80/ton	No Ordinance Fee
Dumpsters	Standard dumpster: \$60/3yd, \$70/4yd, \$90/6yd, and \$100/8yd Roll-off dumpster: \$100/12yd Construction Dumpster: \$250/12yd, \$450/20yd, and \$500/30 yd plus \$5/day for length of rental	No Ordinance Fee
Residential Solid Waste Pickup	\$17.50	No Ordinance Fee
Commercial Solid Waste Pickup	\$20.50	No Ordinance Fee
Additional Materials During Pickup	\$50/yard	1199-2013
Street Cut – Asphalt (2ft. wide standard cut)	Half cut: \$700 Full cut: \$1,400	1005-2003
Street Cut- Asphalt (other/parallel cut-less than or greater than 2dt wide)	\$30 per sq. ft.	
Street Cut – Concrete (2ft. wide standard cut)	Half cut: \$775 Full cut: \$1,545	1005-2003
Street Cut-Concrete (other/parallel cut-less than or greater than 2 ft. wide)	\$32.50 per sq. ft.	
Street Cut - Gravel/Earthen (2ft. wide standard cut)	Half cut: \$25 Full cut: \$50	1005-2003
Parallel Trenching-Gravel/Earthen	\$0.50 per linear ft.	
Boring	\$25 per bore	
Curb Cut	\$30	1168-2010
Storm Water Management:		
Land Disturbing Permit (under 1 acre)	\$25	1129-2008
Land Disturbing Permit (1-5 acres)	\$50	1129-2008
Land Disturbing Permit (5-10 acres)	\$75	1129-2008
Land Disturbing Permit (10+ acres)	\$100	1129-2008
Floodplain Permit	\$50	No Ordinance Fee
Transportation:		
Airport Commercial Operational Lease	\$0.12 to \$0.25/square foot	No Ordinance Fee
Annual Airport Extended Tie-down	\$500	
Airport Private Hangar Lease	\$0.06 to \$0.12 /square foot	No Ordinance Fee
Airport T-Hangar Lease	Price varies per lease agreement	No Ordinance Fee
Airport Main Hangar rent	\$150 per month	No Ordinance Fee

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

(SEAL)

ATTEST:

Whitney Shaw, City Clerk

Suzanne Myers, Mayor

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

John Tyler Hammons, City Attorney

THE COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS AT THE CITY HALL, 111 S. CHEROKEE, IN THE CITY OF TAHLEQUAH, OKLAHOMA, ON THE 7th DAY OF JULY 2025, AT 5:30 P.M.

PRESENT:

ABSENT:

Written notice of the schedule of regular meetings of the City Council for calendar year 2026 having been filed with the City Clerk of Tahlequah, Oklahoma, and public notice and agenda of this meeting having been posted in prominent public view at the City Hall, 111 S. Cherokee, Tahlequah, Oklahoma, at least twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

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

AYE:

NAY:

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

RESOLUTION NO. 07-07-2025(A)

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

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

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

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

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

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

WHEREAS, there has been presented to this meeting a form of Security Agreement, dated as of July 7, 2025, (the "Security Agreement") between the Authority and the City, pursuant to which the Authority has agreed to issue the Note and the City has agreed to transfer certain sales tax funds to the Authority for the payment of debt service on the Note as provided under the terms and conditions set forth in the Security Agreement; and

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

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

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

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

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

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

ADOPTED this 7th day of July, 2025.

ATTEST:

Mayor

City Clerk

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF CHEROKEE)

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

I further certify that attached hereto as Exhibit "A" is a true and complete copy of the schedule of regular meetings of the City Council for calendar year 2026 as filed in my office. I further certify that attached hereto as Exhibit "B" is a true and complete copy of the notice and agenda which was posted in prominent public view at the City Hall, 111 S. Cherokee, Tahlequah, Oklahoma, at least twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal this 7th day of July, 2025.

(SEAL)

City Clerk

City of Tahlequah

PLANNING & DEVELOPMENT STAFF REPORT

TO: City of Tahlequah City Council
FROM: Paige Harjo, Tahlequah Planning & Development Director
DATE: July 7th, 2025
RE: Resolution #

Recommendation: Staff Recommends approval of Case #5-2025-Zoning, Resolution # .
Changing the reference property's zoning from RS-2 to RM-3.

Background

Subject Property Address: 1704 and 1706 E. Downing St. Tahlequah, OK
Current Zoning: RS-2 Single Family Medium Density
Proposed Zoning: RM-3 Multi-Family High Density
Property Owner: Grant Cox
Owner Representative: Grant Cox/Rex Cox

Attachments

Zoning/Vicinity Map
Proposed Site Plan
Comprehensive Plan Figure 7.10 Housing Plan Map
Comprehensive Plan Figure 7.3 Future Land Use Plan Map
Google Map

Project Summary

The applicant is requesting a zoning change to use the property for new development of multi-family housing units.

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 High Density	RM-3
<i>Surrounding Land Use</i>	<i>Surrounding Zoning</i>
North: Single Family Medium Density/Planned Unit Development	North: RS-2
South: Public	South: P
East: Multi-Family High Density	East: RM-3
West: Local Commercial	West: C-2

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 City of Tahlequah's Comprehensive Plan, the subject property is located within the Urban Transitional Neighborhood Area according to both the Housing Plan Map and the Future Land Use Map. The Comprehensive Plan also states, "In the Urban Transitional Neighborhood, multi-family and single family uses can be located directly next to each other as long as the architectural character of the new project adequately reflects the character of the existing neighborhood."

The Comprehensive Plan continues under the topic of Residential Land Use that "Existing neighborhoods that show signs of deterioration may not be able to be renovated and repurposed. Many homes built after WWII are no longer marketable and should be torn down and repurposed into new housing."

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 an Urban Transitional Neighborhood according to the current Housing Plan map and the Future Land Use Map.*
- b. *The definition of an Urban Transitional Neighborhood within the Comprehensive Plan explains encouragement of mixed housing development.*
- c. *The subject property is located next to Local Commercial (C-2) and High Density Multi-Family (RM-3) Zoning areas and near Single Family Medium Density (RS-2) on the zoning map.*
- d. *The subject property would be continued development of Rivercrest Residences and currently there are 43 units built to the east.*
- e. *The owner/owner representative understands they will meet all the required city zoning ordinances.*
- f. *Staff recommends approval for the zoning change of 1704 and 1706 E. Downing St. to RM-3 (Multi-Family High Density)*

Planning Commission Discussion & Recommendation

No one in attendance was in opposition. Owner Representative, Rex Cox, described proposed

Project and mentioned demolition of 2/3 houses due to being older and run down. The one house will

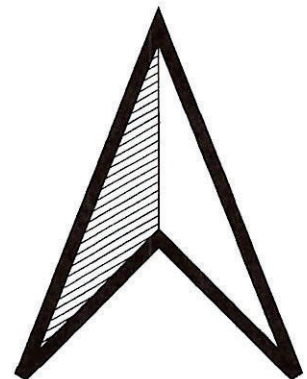
remain to be a community center. This development will be a continuation of the apartments built to

the east of the current property. All Planning Commission members in attendance voted yes 4-0.

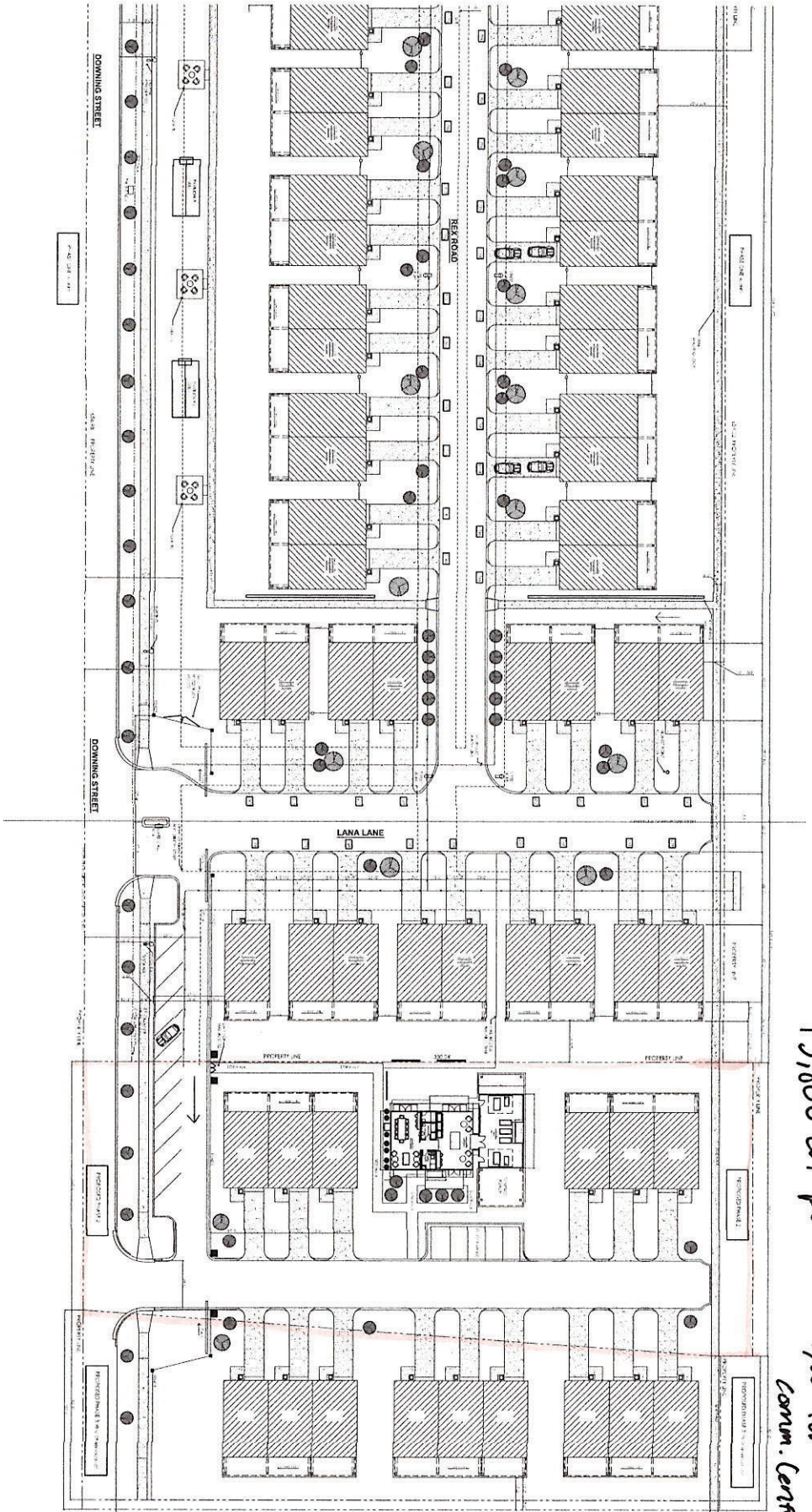


Subject Property

Zoning/Vicinity Map
1704 & 1706
E. Downing St.
Tahlequah, OK



47,350
 15,800 lot per DU + 6,000 for
 Comm. Center



DEVELOPMENT SITE PLAN

SCALE - NIS

SITE KEY

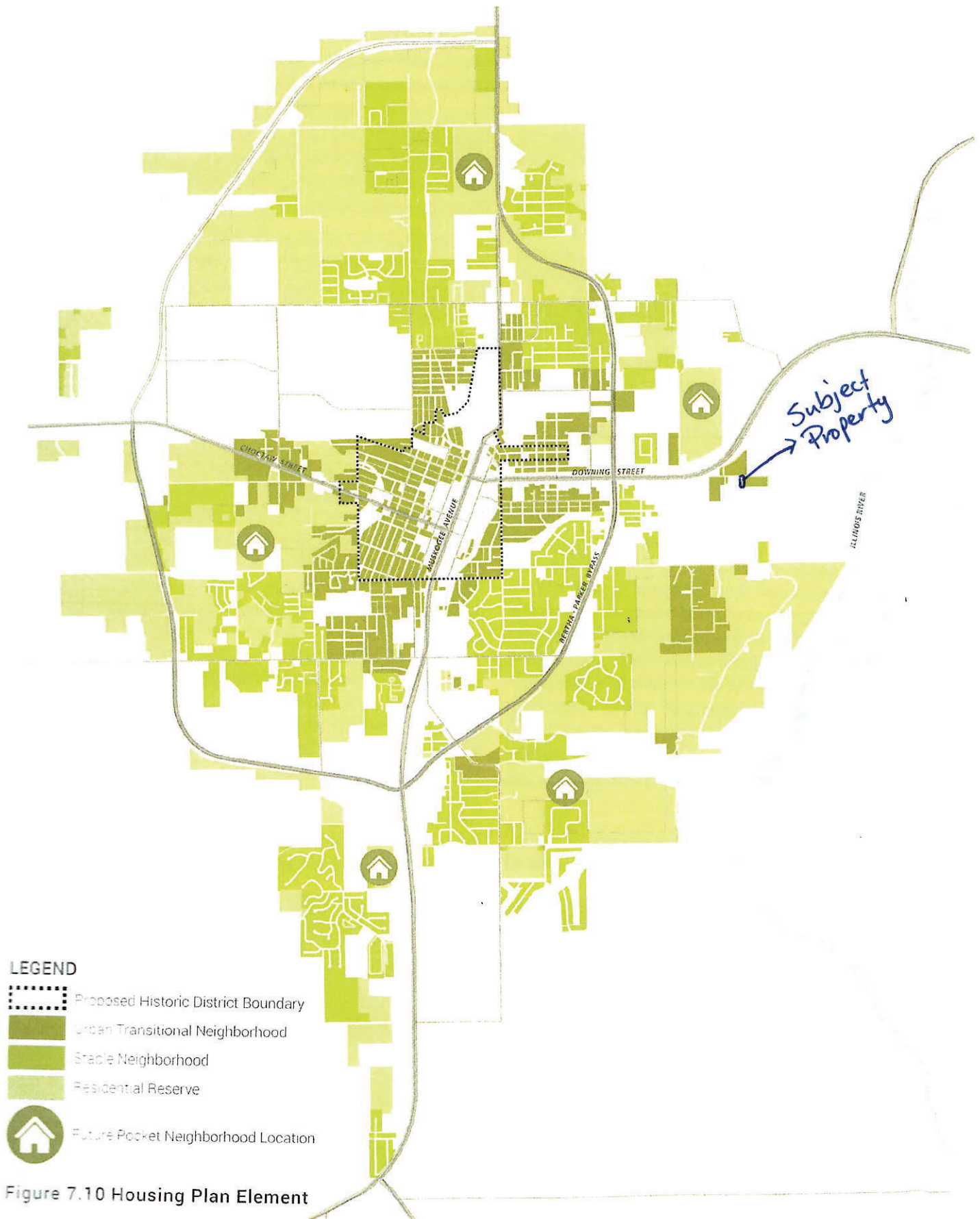


2,272.1
8,512.36
1,500.0
12,542.4
11,112.32
4,125
2,272.1

DOWNING STREET RESIDENTIAL DEVELOPMENT
 MASTER PLAN
 TAHELEQUAH OKLAHOMA

PLAN ELEMENTS

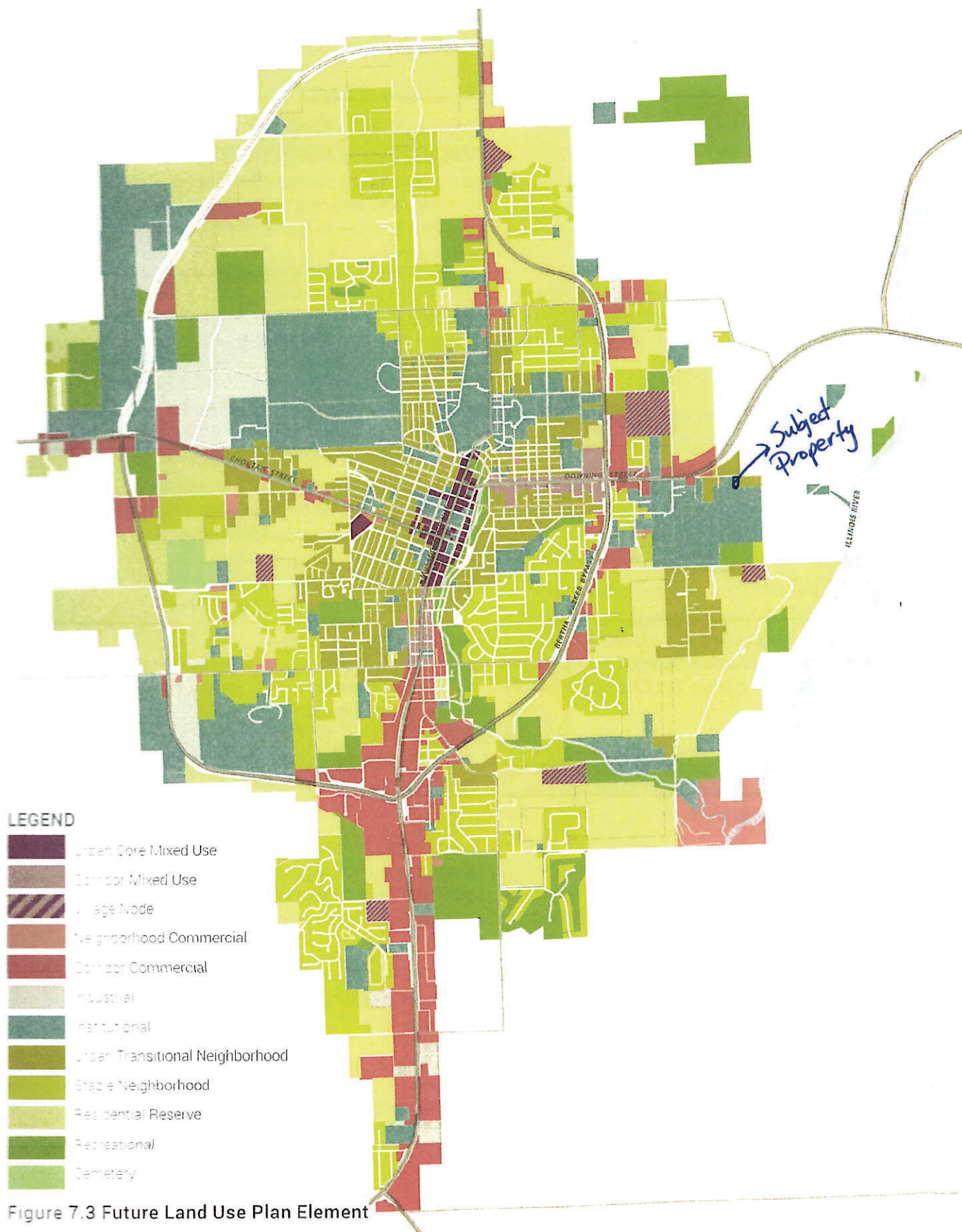
ELEMENT 4: HOUSING & NEIGHBORHOODS



FINAL 01/07/21

PLAN ELEMENTS

ELEMENT 1: LAND USE



Untitled Map

Write a description for your map.

Legend

- 1704 & 1706 E. Downing
- Northeastern Health System - EMS



RESOLUTION NO. 07-07-2025(B)
**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 4-0 to approve Case #5-2025-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

Tract #1: Beginning at a point of 172' of NE/C of the NW/4 NE/4 NE/4 of Section 34, T17N, R22E, Cherokee County, Oklahoma, thence W118'; thence S85'; thence E118', thence N85' to the POB, LESS the W25' for road easement.

Tract #2: A tract of land in the NW/4 NE/4 NE/4 of Section 34, T17N, R22E, more particularly described as follows, to-wit: Beginning at the NE/C of the NW/4 NE/4 NE/4 of said Section 34; Thence W118'; Thence S172'; Thence E118'; Thence N172' to POB, LESS AND EXCEPT the W25' thereof.

Tract #3: The W25' of the N257' of the E118' of the NW/4 NE/4 NE/4 of Section 34, T17N, R22E, Cherokee County, Oklahoma.

Shall be, and the same is, hereby changed from Single Family Medium Density (RS-2) to Multi-Family High Density (RM-3).

PASSED AND ADOPTED by the City Council of the City of Tahlequah on this 7th day of July, 2025, after full compliance with the Oklahoma Open Meeting Act.

CITY OF TAHLEQUAH

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk
[Seal]

ORDINANCE NO. 1390-2025

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 5, BUILDING REGULATIONS AND CODES; SECTION 5-702.1, ADDITION AND INSERTIONS TO THE HOUSING CODE; 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. AMENDATORY. Section 5-702.1 of Part 5 the Tahlequah City Code is hereby amended to read as follows:

Section 5-702.1 Addition and Insertions to the Housing Code

Additions, insertions and changes to the International Residential Code shall be as made by the City from time to time. In addition to any other addition to the International Residential Code as required by this Code, the following additions and insertions are made to the International Residential Code:

- A. Subsection 101.1 is amended by inserting the phrase, "City of Tahlequah, Oklahoma," in lieu of phrase, "[name of jurisdiction]".
- B. *Subsection 105.2 Work exempt from permit*, is amended to state: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:
 - 1. **Building:**
 - i. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 120 square feet.
 - ii. Fences not over 7 feet high except where located along an arterial street, collector street or highway.
 - iii. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
 - iv. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925L) and the ratio of height to diameter or width is not greater than 2:1.
 - v. Sidewalks and driveways.
 - vi. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
 - vii. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.

- viii. Swings and other playground equipment.
- ix. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
- x. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling do not serve the exit door required by Section R311.4.

2. Electrical:

- i. Listed cord-and-plug connected temporary decorative lighting.
- ii. Reinstallation of attachment plug receptacles but not the outlets therefor.
- iii. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
- iv. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
- v. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

3. Gas:

- i. Portable heating, cooking or clothes drying appliances.
- ii. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- iii. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

4. Mechanical:

- i. Portable heating appliance.
- ii. Portable ventilation equipment.
- iii. Portable cooling unit.
- iv. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
- v. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- vi. Portable evaporative cooler.
- vii. Self-contained refrigeration system containing 10 pounds or less of refrigerant and actuated by motors of 1 horsepower or less.
- viii. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

5. Plumbing:

- i. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

- ii. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
- C. Subsection 108.2 is amended by adding the following after the last sentence, "Permit fees shall be as set forth in the Manual of Fees adopted by the Tahlequah City Council."
- D. *Section R109 Inspections* shall be amended by adding the following subsections:
 - 1. *R109.1.1.1 Survey submittal inspection.* The Building Official may require a survey submittal when a structure foundation (edge of ditch) is found to be less than six inches (6") from any easements, street rights-of-way or required setback at the time of the foundation inspection. The submitted survey shall be prepared and signed by a registered professional engineer or land surveyor, registered in the State of Oklahoma, containing the location of the foundation, easements, street rights-of-way, required setbacks and property lines. The survey shall be submitted to the City of Tahlequah for review and approval.
 - 2. *R109.1.1.2 Post tension cable and/or steel inspection.* Inspection of the post tension cables and/or steel shall be made after the backfill has been properly placed over any plumbing piping, mechanical ducts or electrical conduit that is installed under the slab.
 - 3. *Subsection R112.1 General,* is amended to state: All persons shall have the right to appeal the Building Official's decision to the City Council.
 - 4. *Subsection R113.4 Violation penalties* is amended to state: Any person, firm or corporation violating any of the provisions of this Code shall be guilty of a Class B offense. It shall be deemed a separate offense for each day or a portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted.
 - 5. *Table R301.2(1) entitled Climatic and Geographic Design Criteria* is amended to read as follows:

Ground Snow Load = 10 lbs. per square foot
 Wind Design, Speed = 115
 Wind Design, Topographic effects = No
 Wind Design, Special wind region = No
 Wind Design, Wind-borne debris zone = No
 Seismic design category B
 Subject to Damage from, Weathering = Moderate
 Subject to Damage from, Frost line depth = Eighteen inches (18")
 Subject to Damage from, Termite = Moderate to Heavy
 Winter Design Temp = Thirteen Degrees Fahrenheit
 Ice Barrier Underlayment Required = No
 Air Freezing Index = One Thousand Five Hundred (1,500) or Less
 Mean Annual Temp = Sixty and Three Tenths Degrees Fahrenheit

- 6. *Subsection R302.3 Two-family dwellings* is amended to state: Dwelling units in two-family dwellings shall be separated from each other by a wall

and/or ceiling and floor assemblies of not less than two-hour fire-resistance rating when tested in accordance with ASTM E 119. Fire-resistance rated floors, ceilings and wall assemblies shall extend to and be tied against the exterior wall, and wall assemblies shall extend to the underside of the roof sheathing. Roof decking or sheathing shall be of noncombustible materials or approved fire-retardant-treated wood for a distance of four feet (4') (1,219 mm) on each side of the fire rated wall assembly, or two (2) layers of five-eighths inch (5/8") (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing for a distance of four feet (4') (1,219 mm) on each side of the fire rated wall assembly. Any openings or penetrations in the roof shall not be located within 4 feet (1219 mm) of the fire rated wall assembly. (1) *Exception:* A fire resistance rating of one (1) hour shall be permitted in buildings equipped throughout with an automatic sprinkler system designed and installed in accordance with Section P2904 or NFPA 13D.

7. *Subsection R403.1.2 Continuous footing in Seismic Design Categories D0, D1 and D2*, is amended to read as follows: R403.1.2 Continuous footing. Exterior walls of buildings shall be supported by continuous solid or fully grouted masonry or concrete footings. Other footing materials or systems shall be designed in accordance with accepted engineering practice.
8. *Subsection R403.1.3 Footing and stem wall reinforcing in Seismic Design Categories D0, D1, and D2*, is amended to read as follows: R403.1.3 Footing and stem wall reinforcing. Concrete footings shall have minimum reinforcement in accordance with this section and Figure R403.1.3. Reinforcement shall be installed with support and cover in accordance with Section R403.1.3.5.
9. *Subsection R403.1.3.1 Concrete stem walls with concrete footings*, is amended as follows: Where a construction joint is created between a concrete footing and a concrete stem wall, a minimum of one No. 4 vertical bar shall be installed at not more than 4 feet (1,219 mm) on center. The vertical bar shall have a standard hook and extend to the bottom of the footing and shall have support and cover as specified in Section R403.1.3.5.3 and extend a minimum of 14 inches (357 mm) into the stem wall. Standard hooks shall comply with Section R608.5.4.5. A minimum of two (2) No. 4 horizontal bar shall be installed within 12 inches (305 mm) of the top of the stem wall and two (2) No. 4 horizontal bar shall be located 3 to 4 inches (76 mm to 102 mm) from the bottom of the footing.
10. *Subsection R403.1.3.2 Masonry stem walls with concrete footings*, is amended as follows: Where a masonry stem wall is supported on a concrete footing, a minimum of one No. 4 vertical bar shall be installed at not more than 4 feet (1,219 mm) on center. The vertical bar shall have a standard hook and extend to the bottom of the footing and shall have support and cover as specified in Section R403.1.3.5.3 and extend a minimum of 14 inches (357 mm) into the stem wall. Standard hooks shall comply with Section R608.5.4.5. A minimum of two (2) No. 4 horizontal bar shall be installed within 12 inches (305 mm) of the top of the wall and two (2) No. 4

horizontal bar shall be located 3 to 4 inches (76 mm to 102 mm) from the bottom of the footing. Masonry stem walls shall be solid grouted.

11. *Subsection R403.1.3.3 Slabs-on-ground with turned-down footings*, is amended as follows: Slabs on ground cast monolithically with turned-down footings shall have a minimum of two (2) No. 4 bar at the top and the bottom of the footing or one No. 5 bar or two No. 4 bars in the middle third of the footing depth. Where the slab is not cast monolithically with the footing, No. 4 or larger vertical dowels with standard hooks on each end shall be installed at not more than 4 feet (1,219 mm) on center in accordance with Figure R403.1.3, Detail 2. Standard hooks shall comply with Section R608.5.4.5.
12. *Subsection R404.1.6 Height above finished grade*, is amended to state: Concrete and masonry foundation walls shall extend above the existing grade adjacent to the foundation at all points a minimum of twelve inches (12") and shall extend above the finished grade adjacent to the foundation at all points a minimum of six inches (6").
13. *Subsection R807.1 Attic access*, is amended to state: Buildings with combustible ceiling or roof construction shall have an attic access opening to attic areas that exceed thirty (30) square feet and have a vertical height of thirty inches (30") or greater. The vertical height shall be measured from the top of the ceiling framing members to the underside of the roof framing members. The rough framed opening shall not be less than twenty-two inches (22") by thirty inches (30") when located in a wall, the opening shall be a minimum of twenty-two inches (22") wide by thirty inches (30") high. When the access is located in the ceiling, minimum unobstructed headroom in the attic space shall be thirty inches (30") at some point above the access measured vertically from the bottom of ceiling framing members. Where mechanical equipment is located in attics; the size of the rough framed opening shall comply with Section M1305.1.3. At least one attic access shall be accessible by a pull down ladder located in the hallway or other readily accessible location or through a side-hinged door with a minimum clear height of seventy-eight inches (78").

E. *Section G2415* shall be amended by adding the following subsection:

1. *Subsection G2415.2.1* shall be added to state: CSST installation requirements. CSST shall comply with the following installation requirements:
 - i. CSST shall not be located within the space between roof rafters unless protected from penetration in accordance with section G2415.7.
 - ii. CSST shall not be allowed on the roof deck side of insulation installed between rafters.
 - iii. CSST shall not enter the attic by passing through the top plate of an exterior wall.
 - iv. CSST shall be installed with approved change in direction fittings per the manufactures instructions.
 - v. CSST shall not be installed by lying on the top side of ceiling Joist.

- vi. CSST installed in the attic shall be allowed only where it can be supported by manufactures recommended supports attaching it to the roof rafters.
 - vii. CSST manifolds and regulators shall be installed within 36 inches of the attic access for service. The manifold and regulator installation shall be a minimum of 36 inches above a service platform meeting the requirements of section M1305.1.3. A light for service shall be provided in accordance with section M1305.1.3.1.
 - viii. CSST shall be installed with a minimum of 6 inches' separation from HVAC ductwork, Electrical wiring, Communication wiring, Metal electrical fixture boxes and their supports, or any other material that may create a path to ground.
 - ix. A minimum of 6 inches shall be maintained between the CSST and house wiring located within the same wall cavity.
 - x. CSST shall be bonded in accordance with sections G2411.1 through G2411.1.1.5.
 - xi. CSST with damaged outer covering shall be replaced.
 - xii. When a gas system containing CSST is repaired or when equipment supplied by such system is replaced the system shall be bonded in accordance with sections G2411.1 through G2411.1.1.5.
2. *Subsection G2415.12 Minimum burial depth*, is amended to state: Underground piping systems shall be installed a minimum depth of eighteen inches (18") below grade, except as provided for in Section G2415.12.1.
 3. *Subsection G2420.5.1 Located within same room*, is amended to state: The shutoff valve shall be located in the same room as the appliance. The shutoff valve shall be within 6 feet of the appliance, and shall be installed upstream of the union, connector or quick disconnect device it serves. Such shutoff valves shall be provided with access; such access shall not be located within the firebox of a fireplace. Appliance shutoff valves located in the firebox of a fireplace shall be installed in accordance with the appliance manufacturer's instructions and shall have an additional appliance shutoff valve located outside of the firebox within 6 feet of the appliance.
- F. *Section P2602 Individual Water Supply and Sewage Disposal* shall be amended by adding the following subsection:
1. *Subsection P2602.1.1 Public sewer*. Public sewer shall be considered available to a building when the building is located within three hundred feet (200') of the public sewer.
 2. *Section P2603 Structural and Piping Protection* shall be amended by adding the following subsection:
 3. *Subsection 2603.2.2. Piping in other locations*. Where piping is located within a framing member and is less than 1¼ inches (38 mm) from the framing member face to which wall, ceiling or floor membranes will be attached, the piping shall be protected by shield plates that cover the width and length of the piping. Where piping is located outside of a framing member and is located less than 1¼ inches (38 mm) from the nearest edge of the face of the framing member to which the membrane will be attached,

the piping shall be protected by shield plates that cover the width and length of the piping. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 Gage).

4. *Subsection P2603.6.1 Sewer depth*, is amended to state: Building sewers that connect to private sewage disposal systems shall be a minimum of eighteen inches (18") below finished grade at the point of septic tank connection unless otherwise approved. Building sewers that connect to a public sewer shall be a minimum of eighteen inches (18") below finished grade.
 5. *Subsection P2902.5.3 Lawn irrigation systems*, is amended to state: The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow preventer. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.
- G. *Section P2906 Materials, Joints and Connections* shall be amended as follows:
1. *Subsection Table P2906.4* shall be amended by deleting "copper alloy tubing (type M)."
 2. *Subsection P2906.5 Water-distribution pipe*, shall be amended by adding the following subsection:
 3. *Subsection P2906.5.1 Inaccessible water service piping*. Inaccessible water service piping installed under concrete slabs shall be installed with no joints under slab. Any material subject to corrosion shall be protected when used in corrosive soils.
 4. *Subsection P3002.2 Building sewer*, is amended to state: Building sewer pipe shall conform to one of the standards listed in Table P3002.2. When ABS or PVC pipe less than six inches (6") in diameter is used it shall be schedule 40. When PVC pipe six inches (6") or larger is used in an engineered system, designed, sealed and signed by an engineer registered in the State of Oklahoma, it may be schedule 35. Lines less than six inches (6") in diameter shall not exceed three hundred feet (300') in length. Lines six inches (6") in diameter in an engineered system, designed, sealed and signed by an engineer registered in the State of Oklahoma shall have manholes installed and spaced no further apart than three hundred feet (300'). Lines larger than six inches (6") in diameter shall have manholes installed and spaced no further apart than three hundred feet (300').
 5. *Subsection E3406.3 Minimum size of conductors*, is amended to state: The minimum size of conductors for feeders and branch circuits shall be 12 AWG copper. The minimum size of service conductors shall be as specified in Chapter 36. The minimum size of Class 2 remote control, signaling and power-limited circuit conductors shall be as specified in Chapter 43.
- H. The following sections are hereby deleted from the International Building Code in their entirety:
1. Section R313 Automatic Fire Sprinkler Systems
 2. Section R313.2 One and Two-Family Dwellings Automatic Fire Sprinkler Systems

3. Section R313.2.1 Design and Installation

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

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

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

SECTION 5. EFFECTIVE DATE. Unless the emergency clause below is approved, this Ordinance shall take effect thirty (30) days following its publication as required by law.

PASSED AND APPROVED by the City Council of the City of Tahlequah, Oklahoma, by an affirmative vote of the entire membership of the City Council, **THIS ____ DAY OF _____, 20_____.**

CITY OF TAHLEQUAH, OKLAHOMA
Oklahoma Municipal Corporation

Mayor

SECTION 6. EMERGENCY. It being necessary to preserve the public health, safety, welfare, and morals, an emergency is hereby declared, a second reading of this

ordinance is hereby waived, and this ordinance shall take effect immediately upon publication as required by law.

PASSED AND APPROVED by the City Council of the City of Tahlequah, Oklahoma, as an emergency **THIS ____ DAY OF _____, 20_____.**

CITY OF TAHLEQUAH, OKLAHOMA
Oklahoma Municipal Corporation

Mayor, Suzanne Myers

(SEAL)

ATTEST:

City Clerk, Whitney Shaw

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

City Attorney, John Tyler Hammons

ORDINANCE NO. 1391-2025

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, PROVIDING AN EASEMENT CLOSURE LOCATED AT 1547 ECHOTA AVE., TAHLEQUAH, OKLAHOMA. PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

To-wit: Cherokee Hills, Lot 2 & Beginning at a point on the Easterly boundary Lot 1 & 74.7' NW of SE/C N64°31'57" W91.43' to point on Westerly Boundary Lot 1 Thence in Northeasterly Direction on a curve to RT a Radius of 312' Chord being N29°06'31" E47.99' AN ARC Distance 48.03' to NE/C Lot 1 S36°05' E100.4' to POB.

SECTION 1. CODIFICATION. The City Clerk is hereby directed to enter the added section into the appropriate place in the Tahlequah City Code of Tahlequah, Oklahoma, as authorized and approved by this Ordinance.

SECTION 2. 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 3. 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 4. EFFECTIVE DATE. Unless the emergency clause below is approved, this Ordinance shall take effect thirty (30) days following its publication as required by law.

PASSED AND APPROVED by the City Council of the City of Tahlequah, Oklahoma, by an affirmative vote of the entire membership of the City Council, **TO-WIT:** ____ - **YES**, ____ - **NO**, ____ - **ABSTAINING**, ____ - **ABSENT**, **THIS** ____ **DAY OF** _____, 20____.

CITY OF TAHLEQUAH, OKLAHOMA
Oklahoma Municipal Corporation

Mayor

SECTION 5. EMERGENCY. It being necessary to preserve the public health, safety, welfare, and morals, an emergency is hereby declared, a second reading of this ordinance is hereby waived, and this ordinance shall take effect immediately upon publication as required by law.

PASSED AND APPROVED by the City Council of the City of Tahlequah, Oklahoma, as an emergency by an affirmative vote of at least four-fifths (4/5th) of the entire membership of the City Council, **TO-WIT:** _____ - **YES**, _____ - **NO**, _____ - **ABSTAINING**, _____ - **ABSENT**, **THIS** _____ **DAY OF** _____, 20____.

CITY OF TAHLEQUAH, OKLAHOMA
Oklahoma Municipal Corporation

Mayor

(SEAL)

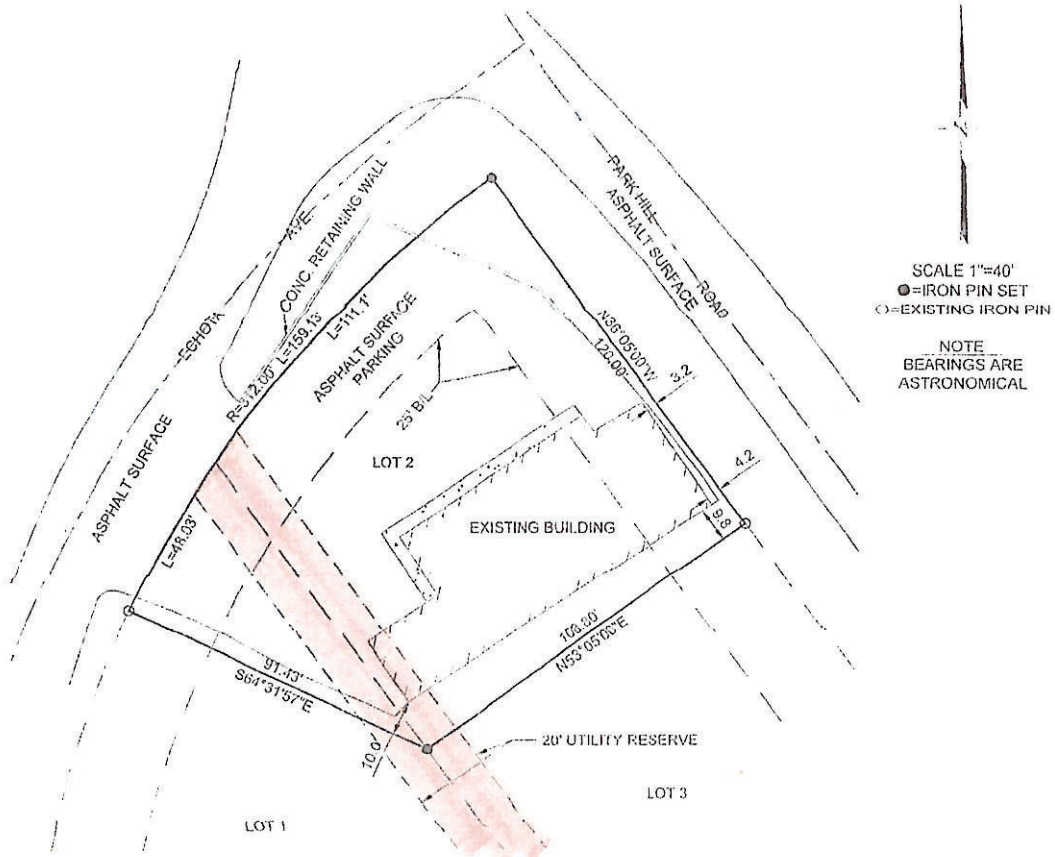
ATTEST:

City Clerk

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

City Attorney

SURVEY PLAT



LAND DESCRIPTION:

LOT 2, BLOCK 2, CHEROKEE HILLS ADDITION TO THE CITY OF TAHLEQUAH, OKLAHOMA AND A TRACT OF LAND LYING IN AND BEING A PART OF LOT 1, BLOCK 2, CHEROKEE HILLS ADDITION TO THE CITY OF TAHLEQUAH, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE EASTERLY BOUNDARY AND 74.7 FEET NORTHWEST OF THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N 64°31'57" W, 91.43 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 1; THENCE IN A NORTHEASTERLY DIRECTION ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 312.0 FEET, THE CHORD BEING N 29°06'31" E, 47.99 FEET, AN ARC DISTANCE OF 48.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S 36°05' E, 100.4 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I, James Ray Chaffin, Jr., a Registered Professional Land Surveyor, do hereby certify that the plat hereon correctly represents a survey made under my supervision on November 8, 2024, and that this survey is based on existing County Records and existing Survey Monuments, available at the time of this survey; and that the Survey and Plat hereon were made for JOHN WEST, pursuant to HIS request and for HIS specific use and benefit only. Except as specifically stated or shown on this plat, this survey does not reflect any of the following which may be applicable to the subject real estate: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, and any other facts which an accurate and current title search may disclose. No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor, there may exist other documents of record which would affect this parcel. I further certify that this plat meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. No responsibility is assumed herein or hereby to the future land owners or occupants.

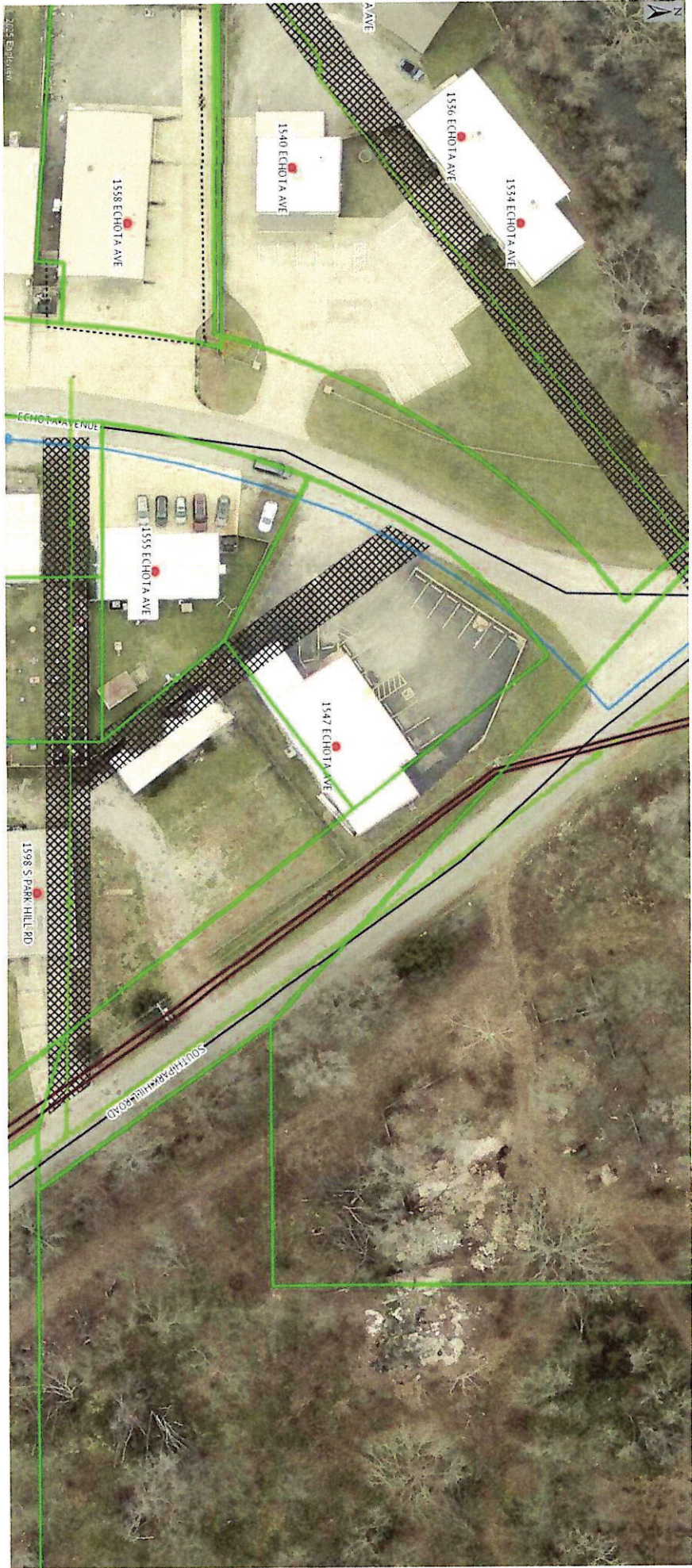
WARNING

If this document is missing endorsement it is an unauthorized copy which may have been altered or modified and cannot be used for any purposes without written permission of James Ray Chaffin, Jr.

Copyright 2024 by Chaffin Surveying LLC
All rights reserved. No part of this plat may be reproduced, stored in a retrieval system, or transmitted in any form without written permission of Chaffin Surveying LLC.

Reg. Prof. Land Surveyor No. 1243
CA No. 6501
215 West Shawnee, Tahlequah, OK 74464
918-456-2577

1547 Echota Ave. Utilities



01/02/2025 - 02/17/2025

Flock Safety + OK - Tahlequah PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Zach Hollingsworth
zach.hollingsworth@flocksafety.com
+18584422845



EXHIBIT A
ORDER FORM

Customer: OK - Tahlequah PD
Legal Entity Name: OK - Tahlequah PD
Accounts Payable Email: dscott@tahlequah.gov
Address: 100 S Phoenix Ave Tahlequah, Oklahoma 74464

Initial Term: 12 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - Invoiced at the end of the pilot period.
Retention Period: 30 Days

PROJECT PROVE IT

Customer will have a 45 day opt-out period ("Opt-Out Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$18,000.00
Flock Safety Flock OS			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00
Subtotal Year 1:			\$21,900.00
Annual Recurring Subtotal:			\$18,000.00
Estimated Tax:			\$0.00
Contract Total:			\$21,900.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At PPI End Date	\$21,900.00
Annual Recurring after Year 1	\$18,000.00
Contract Total	\$21,900.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OK - Tablequah PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

**License Agreement
Between
City of Tahlequah
And
328 N Muskogee LLC**

This License Agreement (this “Agreement”) is made as of the ____ day of _____, 2025 (“Effective Date”), by and between the City of Tahlequah, a municipal corporation of the State of Oklahoma (the “City”) and 328 N Muskogee LLC, a limited liability company organized and existing under the laws of the state of Oklahoma (“Company”). City and Company are collectively referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, Company owns the property located at 328 to 334 N. Muskogee, Tahlequah, OK being more particularly described as follows (“Company’s Property”):

“North 61 feet of Lot 12, Block 49 in the City of Tahlequah, Oklahoma,
LESS AND EXCEPT the East 40.00 feet of said North 61 feet of Lot 12,
Block 49, Cherokee County, Oklahoma.”

WHEREAS, Company desires to construct, use, maintain and/or remove for the benefit of the Company’s Property, a five-foot-wide elevated covered walkway at an approximate height of 12 to 20 feet over the sidewalk immediately adjacent to the north side of the approximate 56-foot of the northern most building wall on Company’s Property which will be constructed in the City’s immediately adjacent right-of-way / easement of Morgan Street, with said walkway to be generally constructed as follows (collectively the “Proposed Construction”):

- (1) With 4-to-6-inch support posts extending from the elevated walkway down to and/or through the City’s sidewalk below that are set 5 feet apart across the width of the sidewalk;
- (2) With each pair of support posts at 10 to 12 feet intervals along the length of the approximate 56-foot north wall of the building on Company’s Property;
- (3) Continuing the similar steel construction as an extension of the recently constructed elevated covered walkway along the west wall of the same building on Company’s Property that will continue around the corner of the west wall of the building onto the north wall of the building so as to provide access to the two most northern second floor apartments by means of recently constructed steel stair case on said west side of the same building; and
- (4) With 6-to-8-inch round cement filled steel pipe (bollards) placed into the ground immediately north of the curb adjacent to said sidewalk so as to protect the street-side posts supporting such elevated covered walkway from parking cars.

WHEREAS, City desires. to grant a license to Company pursuant to the terms of this Agreement (the “License”) so that Company can construct, use, maintain and/or remove the Proposed Construction, all at Company’s expense, in the portion the Morgan Street right-of-way / easement that is 6½ feet north of the north property line of Company’s Property, which 6½ feet includes the aforesaid sidewalk adjacent to the north wall of the building on Company’s Property (“Licensed Property”).

NOW, THEREFORE, for and in consideration of one and no/100 Dollars (\$1.00) and the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties incorporate the foregoing recitals into the terms of this Agreement and further agree as follows:

1. Grant of License

Pursuant to the terms of this Agreement, City hereby grants to Company a prepaid perpetual License to construct, use, maintain and/or remove the Proposed Construction in and on the Licensed Property for the benefit of Company’s Property. For the avoidance of doubt, it is understood and agreed that Company, Company’s contractors, Company’s tenants and their guests, and possible other people will be using the Proposed Construction.

2. Termination of License

Company may terminate this Agreement and License at any time upon written notice to the City. City can terminate this Agreement and License for any reason whatsoever after the eighteenth (18th) month following the Effective Date and then only upon a public vote of the City Council, which meeting must be held in compliance with the Open Meetings Act and after thirty (30) days’ notice to Company. If this License is terminated by either Company or City, Company shall have ninety (90) days after Company has received written notice of such termination in order to cause the removal of the posts and bollards of the Proposed Construction.

3. Condition of Licensed Property

Company has inspected and knows the condition of the Licensed Property, and it is understood that the Licensed Property is hereby licensed as is, where is and without any representation or warranty by City whatsoever.

4. The License is a Covenant that Runs with the title to the Company’s Property

Until terminated as provided in this Agreement, this License and Agreement is a Covenant that Runs with the title to the Company’s Property and all of Company’s rights and obligations under such License shall automatically be deemed to have been transferred to any person or entity to whom the Company’s Property is subsequently transferred (a “Subsequent Transferee”) immediately upon transfer of title of the Company’s Property to a Subsequent Transferee . For the avoidance of doubt, it is understood and agreed that any Subsequent Transferee of the Company’s Property described above shall be deemed to have automatically assumed all of Company’s obligations under this Agreement and shall be entitled to all Company’s rights under

this Agreement effective immediately upon the transfer of record of the Company's Property to the Subsequent Transferee, unless and until this Agreement is terminated as provided herein. It is further understood and agreed that, upon such transfer of record of the Company's Property to a Subsequent Transferee, all obligations and rights under this Agreement shall transfer to the Subsequent Transferee and Company shall be automatically released of and from the obligations under this Agreement, save only the Company's obligation to indemnify the City for such Third Party Claims under paragraph 6 below arising prior to the effective date of the transfer, it being mutually understood that the Company's obligation with respect thereto expressly survives the transfer. Should any Subsequent Transferee fail to execute and deliver to the City an instrument affirmatively assuming the Company's obligations hereunder, including, but not limited to, the obligation to indemnify the City as provided herein, with an effective date at least concurrent with the transferee's assumption of the Property, then this License and Agreement shall automatically terminate upon the date of transfer of the Property. The execution and delivery of an instrument assuming the Company's obligation under this Agreement shall be satisfied if contained in the Deed to the Subsequent Transferee that is signed by the Subsequent Transferee and filed of record. The License may not be transferred or assigned separately from the adjoining Company's Property and any attempt to do so shall be null and void. This Agreement shall be filed of record in the deed records of Cherokee County, Oklahoma with respect to the Company's Property to document the rights under this License that are associated with ownership of the Company's Property. If the license is filed of record, a sworn statement of the termination of this Agreement shall also be filed of record when this Agreement is terminated, at which time this Agreement shall be terminated and of no further force or effect.

5. Reservation of Right of Entry

City, its officers, agents and employees, reserves the right to enter the Licensed Property at any time and for any purpose; however, City may not unreasonably impede the use of the Proposed Construction on the Licensed Property without Company's consent until such time as this License terminates pursuant to the terms of this Agreement, provided, the Company's consent shall not be unreasonably withheld.

6. City not Responsible for Damage or Injury

City shall not be responsible for any injury or damages to any third parties that may arise directly from the construction, use, maintenance, or removal of the Proposed Construction on the Licensed Property ("Third Party Claims"). The Company or its Subsequent Transferees shall indemnify and hold the City harmless from any and all such Third Party Claims asserted against the City. During construction of the Proposed Construction, Company or its contractors may shut down surrounding parking to prevent injury to persons or property in accordance with applicable law. Company or its subsequent transferees shall be responsible for the proper maintenance of the Proposed Construction.

7. Compliance with Laws, Ordinances and Regulations

Company shall comply with all applicable laws, ordinances and regulations of any governmental agency where the Licensed Property is located as of the time of the construction of the Proposed Construction.

8. Notice

Notices shall be deemed to have been duly given either three (3) business days after placing in the US Mail, two (2) business days after being sent by national recognized overnight delivery service (e.g., Federal Express, UPS), or two (2) business days after being sent by e-mail to the following contact information, or to such other or new contact information as may be provided by written notice to the other party:

If to Company as follows:

James Murray
328 N Muskogee LLC
1301 Fairfax Court
Yukon, OK 73099
Email: murrayj@murraylawokc.com

If to City as follows:

City of Tahlequah
c/o City Administrator
111 S Cherokee
Tahlequah, OK 74464
Email: tannehill@cityoftahlequah.gov

Together with a courtesy copy, which shall not constitute notice:

John T. Hammons
Tahlequah City Attorney
303 W Keetowah
Tahlequah, OK 74464
Email: JTH@HammonsPrice.com

The parties hereby agree that regardless of any other method of notice used, the parties are required to also make one (1) attempt to give notice to the other party via email.

9. Oklahoma Law and Venue

This agreement shall be governed by, construed, and enforced in accordance with laws of the state of Oklahoma, without consideration of any choice of law provisions of Oklahoma law. Venue for any legal action related to this Agreement shall be set in the State or Federal Courts having jurisdiction over claims asserted in Cherokee County, Oklahoma.

10. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and

conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Any Waiver of any provision in this Agreement must be in writing and signed by the waiving Party.

11. Entire Agreement

This Agreement shall constitute the entire agreement between the parties concerning the subject matter of this Agreement, and any prior understanding, representation or statement of any kind shall not be binding upon either party.

12. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

13. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

WITNESS our signatures as of the Effective Date.

CITY OF TAHLEQUAH

328 N MUSKOGEE LLC

By: _____

By: _____

Printed Name: Suzanne Myers

Printed Name: James W. Murray III

Title: Mayor

Title: Manager

Attest

By: _____

Printed Named: Whitney Shaw

Title: City Clerk

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20____, by James W. Murray III as Manager of 328 N Muskogee LLC.

My Commission Expires:
(SEAL)

Notary Public
Commission No. _____



AIA® Document B121™ – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the Twenty-Seventh day of June in the year Two Thousand Twenty Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Tahlequah
111 S. Cherokee Ave.
Tahlequah, OK 74464
918-456-0651

and the Architect:
(Name, legal status, address, and other information)

James R. Childers Architect, (d.b.a. Childers Architect)
115 N. Muskogee Avenue
Tahlequah, OK 74464
Office Number: 479-783-0907

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

Init.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:57:42 CT on 06/27/2025 under Order No.2114498139 which expires on 08/06/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1869234515)

TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	SERVICE ORDERS
3	ARCHITECT'S RESPONSIBILITIES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COPYRIGHTS AND LICENSES
7	CLAIMS AND DISPUTES
8	TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
9	COMPENSATION
10	MISCELLANEOUS PROVISIONS
11	SPECIAL TERMS AND CONDITIONS
12	SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Paige Harjo - Planning and Development Director
111 S. Cherokee Ave.
Tahlequah, OK 74464
pharjo@tahlequah.gov

Init.

/

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

J. Breck Childers, AIA
CEO | President
115 N. Muskogee Avenue
Tahlequah, OK 74464
Office Number: 479-783-0907

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in aggregate bodily injury and property damage.

.2 Automobile Liability

Init.

Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

.3 Workers' Compensation

Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million Dollars (\$1,000,000).

.4 Professional Liability

Professional Liability covering negligents acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

Init.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 7.2 Mediation

This Master Agreement shall be governed, construed, and enforced in accordance with the City of Tahlequah and where applicable, the Laws of the United States. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision with the City of Tahlequah or where applicable with any rule or statutory provision of the United States, such term shall be deemed inoperative and null and void insofar as it may be in conflict with such rule of law or statutory provision, and shall be deemed modified to confirm to such rule of law or statutory provision.

(Paragraphs deleted)

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

☐ [] Arbitration pursuant to Section 7.3 of this Master Agreement ☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other

Init.

arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

Init.

/

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A – Page 27, Hourly Rates

Employee or Category

Rate (\$0.00)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation for any identified Additional Services will be manually agreed upon in writing between the Owner and Architect.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1** Transportation and authorized out-of-town travel and subsistence;
- .2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3** Permitting and other fees required by authorities having jurisdiction over the Project;
- .4** Printing, reproductions, plots, and standard form documents;
- .5** Postage, handling, and delivery;
- .6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9** All taxes levied on professional services and on reimbursable expenses;
- .10** Site office expenses; and
- .11** Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

Init.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:57:42 CT on 06/27/2025 under Order No.2114498139 which expires on 08/06/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1869234515)

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

10 % per annum

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials with prior written permission of the Owner. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a

Init.

subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in the modified AIA Document A201-2017, General Conditions of the Contract for Construction.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

FAST TRACK DESIGN AND CONSTRUCTION

In consideration of the benefits to the Client of employing the fast track process (in which some of the Consultant's design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to the Consultant, the Client agrees to waive all claims against the Consultant for design changes and modification of portions of the Work already constructed due to the Client's decision to employ the fast track process.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Consultant.

The Client further agrees to compensate the Consultant for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements because of the Client's decision to construct the Project in a fast track manner.

CONTINGENCY

The Client recognizes that although the Consultant will perform its services under this Agreement in a manner consistent with the applicable standard of care, the Consultant's instruments of service may contain ambiguities, conflicts, errors, omissions and/or other imperfections. The Client recognizes and expects that certain increased costs and changes may be required because of these imperfections in the Consultant's instruments of service and, therefore, that the final construction cost of the Project may exceed the estimated construction costs. Accordingly, the Client agrees to set aside a Design Contingency appropriate to the complexity and or delivery method of the project which could range from the amount of Two percent to Five percent (2% to 5%) of the Project construction costs as a design contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees not to make any claim directly or indirectly against the Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the increased costs and changes unless the total of such increased costs and changes exceeds the agreed upon amount of design contingency due to errors or omissions, and then only for an amount in excess of such percentage. Any responsibility of the Consultant for the increased costs and changes in

excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this provision, the increased costs and changes will not include any costs that the Client would have incurred if the Consultant's instruments of service had not originally contained such conflicts, errors, omissions and other imperfections. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining. Charges to be made against the contingency will be mutually agreed upon by the Owner and the Consultant.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

- .1 Modified AIA Document B121™-2018, Standard Form of Master Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

Exhibit A – Childers Architect Statement of Qualifications

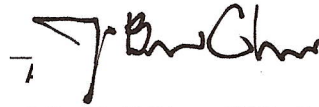
- .4 Other documents:
(List other documents, if any, forming part of the Master Agreement.)

AIA Document B221-2018, Service Order (Draft). Service Order(s) Agreement to be issued as requested.

This Master Agreement entered into as of the day and year first written above.

OWNER (Signature)

Paige Harjo, Planning and Development Director
(Printed name and title)



J. Breck Childers, CEO - President
(Printed name, title, and license number, if required)

Init.



AIA[®] Document B121[™] – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the Eighth day of July in the year Two Thousand Twenty-Five

(Paragraph Deleted)

BETWEEN the Owner:

(Paragraph Deleted)

City of Tahlequah
111 S. Cherokee Avenue
Tahlequah, OK 74464
Telephone Number: 918.456.0651

and the Architect:

(Paragraph Deleted)

GH2 Architects, LLC, Limited Liability Company
320 South Boston, Suite 100
Tulsa, OK 74103
Telephone Number: 918.587.6158

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221[™]–2018, Service Order for use with Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

2 SERVICE ORDERS

3 ARCHITECT'S RESPONSIBILITIES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COPYRIGHTS AND LICENSES

7 CLAIMS AND DISPUTES

8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

9 COMPENSATION

10 MISCELLANEOUS PROVISIONS

11 SPECIAL TERMS AND CONDITIONS

12 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for five (5) years after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

Init.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:48:53 ET on 07/01/2025 under Order No.8244841089 which expires on 02/28/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA55)

§ 1.5 The Architect identifies the following representatives authorized to act on the Architect's behalf with respect to this Master Agreement:

Chris Seat, AIA
Principal
918.587.6158

Email Address: tcs@gh2.com

Timothy Herzer, AIA
Principal
918.587.6158

Email Address: tjh@gh2.com

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed-upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.

(Paragraph Deleted)

.1 General Liability

One million (\$1,000,000) for each occurrence and two million (\$2,000,000) in the aggregate for bodily and property damage.

.2 Automobile Liability

One million (\$1,000,000)

.3 Workers' Compensation

Init.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:48:53 ET on 07/01/2025 under Order No.8244841089 which expires on 02/28/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA55)

Statutory limits.

.4 Professional Liability

One million (\$1,000,000) per claim and two million (\$2,000,000) in the aggregate.

§ 3.4 Except for acts amounting to willful or intentional wrongs, neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly or individually liable to the Owner for an amount in excess of the proceeds of the available Professional Liability Insurance.

§ 3.5 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;
- .2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9** Evaluation of the qualifications of entities providing bids or proposals; or
- .10** Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Paragraph Deleted)

[X] Litigation in a court of competent jurisdiction

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

(Paragraph Deleted)

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted annually in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph Deleted)

Refer to Exhibit A.

(Table Deleted)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Paragraph Deleted)

Negotiated stipulated sum.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;

- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below
(Paragraph Deleted)

6 % per annum

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

(Paragraph Deleted)

None.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

- .1 AIA Document B121™-2018, Standard Form of Master Agreement Between Owner and Architect

(Paragraph Deleted)

Init.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:48:53 ET on 07/01/2025 under Order No.8244841089 which expires on 02/28/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA55)

.2 Exhibits:

(Paragraph Deleted)

Exhibit A GH2 Architects, LLC Standard Hourly Rates.

(Paragraphs Deleted)

This Master Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Timothy Herzer, AIA, Principal

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B121™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:48:53 ET on 07/01/2025.

PAGE 1

AGREEMENT made as of the Eighth day of July in the year Two Thousand Twenty-Five

...

(In words, indicate day, month, and year.)

...

(Name, legal status, address, and other information)

...

City of Tahlequah
111 S. Cherokee Avenue
Tahlequah, OK 74464
Telephone Number: 918.456.0651

...

(Name, legal status, address, and other information)

...

GH2 Architects, LLC, Limited Liability Company
320 South Boston, Suite 100
Tulsa, OK 74103
Telephone Number: 918.587.6158

PAGE 2

TABLE OF ARTICLES

...

§ 1.1 This Master Agreement shall be effective for ~~one year~~ five (5) years after the date first written above (“Date of this Master Agreement”).

PAGE 3

§ 1.5 The Architect identifies the following ~~representative~~ representatives authorized to act on the Architect's behalf with respect to this Master Agreement:

...

Chris Seat, AIA
Principal
918.587.6158

Email Address: tcs@gh2.com

...

Timothy Herzer, AIA
Principal
918.587.6158
Email Address: tjh@gh2.com

...

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

...

§ 2.3 The Architect shall perform the services set forth in each ~~agreed-upon~~ agreed-upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

...

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

...

One million (\$1,000,000) for each occurrence and two million (\$2,000,000) in the aggregate for bodily and property damage.

...

One million (\$1,000,000)

PAGE 4

Statutory limits.

...

One million (\$1,000,000) per claim and two million (\$2,000,000) in the aggregate.

...

§ 3.4 Except for acts amounting to willful or intentional wrongs, neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly or individually liable to the Owner for an amount in excess of the proceeds of the available Professional Liability Insurance.

...

§ 3.5 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

...

§ 3.5-3.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

PAGE 6

(Check the appropriate box.)

...

☐ — Arbitration pursuant to Section 7.3 of this Master Agreement

...

☒ Litigation in a court of competent jurisdiction

...

☐ — Other: *(Specify)*

PAGE 7

§ 7.3 Arbitration

...

§ 7.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.~~

...

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

...

~~§ 7.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

...

~~§ 7.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

PAGE 8

~~§ 8.7~~ In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

...

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

...

~~.1~~ Termination Fee:

...

~~.2~~ Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

...

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted annually in accordance with the Architect's and Architect's consultants' normal review practices.

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

...

Refer to Exhibit A.

...

Employee or Category

Rate (\$0.00)

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

...

Negotiated stipulated sum.

PAGE 9

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

...

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered ~~below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~below

...

(Insert rate of monthly or annual interest agreed upon.)

...

.

...

6 % per annum

PAGE 10

(Include other terms and conditions applicable to this Agreement.)

...

None.

...

~~.2~~ Building Information Modeling Exhibit, if completed:

PAGE 11

~~.3~~ .2 Exhibits:

...

(Clearly identify any other exhibits incorporated into this Master Agreement.)

...

Exhibit A GH2 Architects, LLC Standard Hourly Rates.

...

~~.4~~ Other documents:

...

(List other documents, if any, forming part of the Master Agreement.)

...

This Master Agreement is entered into as of the day and year first written above.

...

Timothy Herzer, AIA, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:48:53 ET on 07/01/2025 under Order No. 8244841089 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ - 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

2025 Standard Hourly Rates

Principal Architect / Specialty Practice Leader	\$ 225.00
Associate Principal / Sr. Project Manager / Sr. Architect	\$ 185.00
Architect III	\$ 160.00
Architect II	\$ 150.00
Architect I	\$ 135.00
Interior Designer III / Landscape Architect III	\$ 150.00
Interior Designer II / Landscape Architect II	\$ 140.00
Interior Designer I / Landscape Architect I	\$ 125.00
Landscape Designer 1	\$ 110.00
Intern III / Draftsman III	\$ 125.00
Intern II / Draftsman II	\$ 115.00
Intern I / Draftsman I	\$ 105.00
Administrative	\$ 80.00
Clerical	\$ 70.00

MASTER PROFESSIONAL SERVICES AGREEMENT

STATE OF OKLAHOMA §

COUNTY OF CHEROKEE §

This Agreement is entered into by City of Tahlequah (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with various projects. A detailed description of the various project scopes and fees will be outlined in Task Authorizations as services are requested by Client. FNI will not begin services until a Task Authorization is agreed upon between FNI and Client. A Task Authorization example is included as Attachment A.
- II. **SCOPE OF SERVICES:** Details concerning the Scope of Services and Responsibilities of the Client will be included in the Task Authorization authorized under this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined within each Task Authorization issued under this Agreement. Fees for services will be negotiated for each Task Authorization based on the hourly rates provided in Attachment CO which are subject to adjustment annually in February.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Oklahoma. Venue of any legal proceeding involving this Agreement shall be in Cherokee County, Oklahoma.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is July 7, 2025.

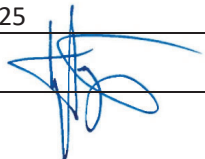
Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF TAHLEQUAH

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

FREESE AND NICHOLS, INC.

By: _____
Name: Alan Hutson, P.E.
Title: Principal
Date: June 27, 2025
Attest: _____

ATTACHMENT A – TASK AUTHORIZATION EXAMPLE



MASTER PROFESSIONAL SERVICES AGREEMENT
TASK AUTHORIZATION

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

FNI Project: FNI Project Code
Client Contract: PO/Contract No.
Date: Select Date

Project Name: Name of the Project
Description of Services: Description of Services
Deliverables: Deliverables
Schedule: Schedule
Compensation Type: Select Compensation Type
Amount Authorized: \$Amount

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

CITY OF TAHLEQUAH

FREESE AND NICHOLS, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges.

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	\$132
Professional 2	\$162
Professional 3	\$180
Professional 4	\$208
Professional 5	\$243
Professional 6	\$278
Construction Manager 1	\$114
Construction Manager 2	\$141
Construction Manager 3	\$154
Construction Manager 4	\$193
Construction Manager 5	\$232
Construction Manager 6	\$265
Construction Representative 1	\$102
Construction Representative 2	\$114
Construction Representative 3	\$141
Construction Representative 4	\$154
CAD Technician/Designer 1	\$112
CAD Technician/Designer 2	\$144
CAD Technician/Designer 3	\$179
Corporate Project Support 1	\$107
Corporate Project Support 2	\$129
Corporate Project Support 3	\$172
Intern / Coop	\$72
Senior Advisor	\$175

RATES FOR IN-HOUSE SERVICES AND EQUIPMENT:

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates			Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	B&W \$0.10	Pressure Data Logger (each)	\$500
	Large Format (per sq. ft.)		Water Quality Meter (per day)	\$100
<u>Technology Charge</u>	Bond	\$0.25	Microscope (each)	\$150
\$8.50 per hour	Glossy / Mylar	\$0.75	Ultrasonic Thickness Gauge (per day)	\$275
	Vinyl / Adhesive	\$1.50	Coating Inspection Kit (per day)	\$275
			Flushing / Cfactor (each)	\$500
	Mounting (per sq. ft.)	\$2.00	Backpack Electrofisher (each)	\$1,000
	Binding (per binding)	\$0.25		
			<u>Survey Grade</u>	<u>Standard</u>
			Drone (per day)	\$200 \$100
			GPS (per day)	\$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates are subject to change annually in February.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate
5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

**MASTER AGREEMENT BETWEEN THE CITY OF TAHLEQUAH AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 2nd day of July, 2025, by and between the CITY OF TAHLEQUAH ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. and affiliated companies ("Consultant"). This Agreement sets forth the terms whereby the Consultant will provide professional services on one or more projects (with respect to each engagement, the "Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Consultant, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPOs ("Services"). Potential Consultant's IPO requests may include, but is not limited to the following topics:

- Prepare Preliminary and final design plans and specifications
- Prepare cost estimates
- Prepare bid packets
- Conduct environmental assessments
- Conduct interim and final field walkthroughs
- Utility relocation and coordination
- Grant support services
- Design, optimization, and/or maintenance of new or existing traffic signals.
- Planning and/or design of new or existing roadway, lighting, pedestrian and/or bicycle infrastructure.
- Conduct traffic studies related to new developments, access, and/or safety.
- Design of new or evaluation of existing utility infrastructure.
- Development of drainage improvement and/or flood prevention measures.
- Planning and/or design of enhancements to parks and recreation facilities.

Any services that are not set forth in the scope of Services described in an IPO(s) will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
- a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d) Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.
 - h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. This Agreement and the rates of compensation in IPOs are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such suspension or delay extends for more than six months, the Consultant's compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
 - b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

5) Method of Payment.

- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
- b) The Client will remit all payments electronically to:
 - Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 - Account Number: 2073089159554
 - ABA#: 121000248
- c) The Client will send the project number, invoice number, and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
- d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- f) If the Consultant initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- g) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

- 6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the

deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant, the hardcopy shall govern.

- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for the Client pursuant to this Agreement and use of such deliverables is governed by section 6 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under the IPO or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party

reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

16) Construction Phase Services.

- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
- b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

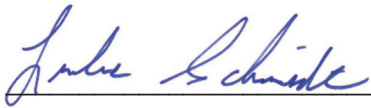
17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

- 18) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF TAHLEQUAH

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED:  _____

PRINTED NAME: _____

PRINTED NAME: Luke Schmidt, PE, PTOE

TITLE: _____

TITLE: Contract Specialist

DATE: _____

DATE: July 2, 2025

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Federal ID Number					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I	\$265 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Change Order

Paragon Contractors, LLC
2108 North 129th East Ave
Tulsa, OK 74116

Distribution

☐ S Muskogee Street Improvements City of Tahlequah
☐
☐ Office ☐ Field
☐ Other

Job: S Muskogee Street Improvements City of Tahlequah
553.

Contract Number: 553. S Muskogee Street Improvements City of Tahlequah

Change Order #: 5 Rock Excavation

Seq #: 4

To (Contractor): Paragon Contractors, LLC
2108 North 129th East Ave
Tulsa, OK 74116

Change Order Date: 04/30/25

Change Order Page: 1

You are directed to make the following changes in this Contract:

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
1	999		LS	Rock Excavation		157,120.81
Total for Change Order		5				157,120.81

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	4,928,361.10
The net change by previously authorized Change Orders was	147,034.26
The Contract Sum prior to this Change Order was	5,075,395.36
The Contract Sum will be increased by this Change Order	157,120.81
The new Contract Sum will be	5,232,516.17

Contracts Days Changed By 0 Days

The Contract Time will be unchanged

Authorized By Owner: _____
City Of Tahlequah
111 S Cherokee
Tahlequah, OK 74464

Accepted By Contractor:  Architect: _____
Paragon Contractors, LLC
2108 North 129th East Ave
Tulsa, OK 74116

Polly Bennett

From: Greg DeLucia
Sent: Monday, June 09, 2025 8:30 AM
To: Polly Bennett
Subject: Fwd: [EXTERNAL]Muskogee Ave. (Rock Excavation)

Greg DeLucia
General Superintendent
Paragon Contractors
918-345-9203

Begin forwarded message:

From: Eric Shears <eric@paragontulsa.com>
Date: July 25, 2024 at 1:47:41 PM CDT
To: Aaron Beats <aaron@hudsonprince.com>
Cc: Greg DeLucia <greg@paragontulsa.com>, Cody Schattenkerk <Cody@hudsonprince.com>
Subject: RE: [EXTERNAL]Muskogee Ave. (Rock Excavation)

* Sounds good, Thank you.

Eric Shears
Project Manager
Paragon Contractors
918-270-0037

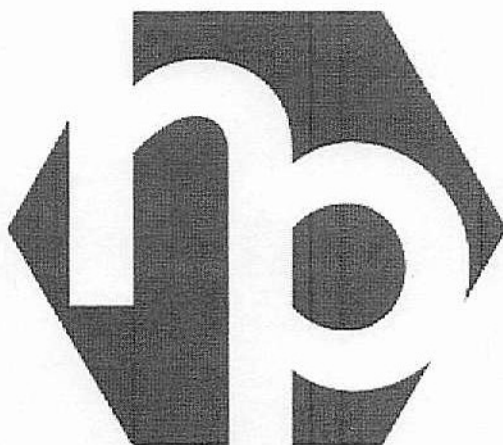
From: Aaron Beats <aaron@hudsonprince.com>
Sent: Thursday, July 25, 2024 1:45 PM
To: Eric Shears <eric@paragontulsa.com>
Cc: Greg DeLucia <greg@paragontulsa.com>; Cody Schattenkerk <Cody@hudsonprince.com>
Subject: RE: [EXTERNAL]Muskogee Ave. (Rock Excavation)

Eric,

* I am good with this, please keep Cody in the loop when you are working on this item of work.

Thank you,

Aaron Beats, PE
Vice President – Field Operations



Huds

ENGINEERING

aaron@hudsonprince.com
918-271-8330

From: Eric Shears <eric@paragontulsa.com>
Sent: Thursday, July 25, 2024 1:24 PM
To: Aaron Beats <aaron@hudsonprince.com>
Cc: Greg DeLucia <greg@paragontulsa.com>
Subject: RE: [EXTERNAL]Muskogee Ave. (Rock Excavation)

CAUTION: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Aaron,

With the use of rental equipment that cost can't be broke down to a cubic yard price or a daily rate accurately. So I suggest the labor and owned equipment could be done by a T&M basis with rental or subcontracted items at cost plus 10%. The hours can be tracked by Greg and Cody so that everyone agrees and the invoices submitted for the remaining items each month. If this is acceptable let me know and we can move forward on this.

Eric Shears
Project Manager
Paragon Contractors
918-270-0037



PARAGON CONTRACTORS

Date:

5/6/2025

Change Order

Re: Muskogee Ave. Rock Excavation T&M

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

The scope of our quote reflects plan sheets

SCOPE OF WORK:

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT:

9-4-24 = \$4076.00
9-5-24 = \$4700.34
9-6-24 = \$4388.44
9-9-24 = \$4076.00
9-10-24 = \$3916.95
9-11-24 = \$6124.98
9-12-24 = \$7089.90
9-13-24 = \$6564.98
9-16-24 = \$4549.61
9-18-24 = \$3866.95
9-19-24 = \$5825.80
9-20-24 = \$3606.95
9-25-24 = \$4028.22
9-26-24 = \$5785.68
9-27-24 = \$3230.00
9-30-24 = \$5835.74
10-1-24 = \$6463.60
10-2-24 = \$4438.28
10-3-24 = \$1713.99
10-4-24 = \$3866.95
10-7-24 = \$3866.95
10-8-24 = \$3931.95
10-9-24 = \$4726.64
10-10-24 = \$5643.95
10-11-24 = \$5736.94

Hammer hoe invoices $\$35,513.65 + 10\% = \39065.02

Additional Days - 45

Total: \$157,120.81

Conditions:

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

Exclusions:

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

Any item not shown above

Sincerely,

ERIC SHEARS
Eric@ParagonTulsa.com
918-270-0037
918-582-8800