AGENDA SLAUGHTERVILLE BOARD OF TRUSTEES REGULAR MEETING

May 21, 2024 – 7:00 PM Slaughterville Town Hall – 10701 US Hwy 77

1. <u>CALL TO ORDER</u>

- 2. ROLL CALL, DECLARATION OF A QUORUM BEING PRESENT
- 3. PLEDGE OF ALLEGIANCE AND INVOCATION

4. CITIZEN COMMENTS

Anyone having an item of business to present to the Slaughterville Board of Trustees is requested to sign in prior to the meeting and will be called upon to speak by the mayor or presiding officer. Those addressing the Trustees are to come to the podium to speak. Presentations are limited to three (3) minutes. Due to Open Meeting Act regulations, Trustees are not able to participate in discussion during citizen comments. Remarks should be directed at the Board of Trustees as a whole. All citizen comments must directly pertain to an agenda item, if no such item appears on the agenda, it cannot be discussed.

5. CONSENT AGENDA

All items listed under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. Items will be approved by one motion of the governing body. Items listed will not be discussed. Any member of the governing body desiring to discuss an item on the Consent Agenda may request it be removed from the Consent Agenda and placed in its proper order on the regular agenda for consideration.

- a) Approval of minutes from April 16, 2024 special meeting.
- b) Approval of minutes from April 16, 2024 regular meeting.
- c) Approval of the April 2024 financial reports.
- d) Approval of Resolution 2024-0521 a Resolution authorizing participation in the OMAG Recognition Program.

6. ITEMS REMOVED FROM CONSENT AGENDA

Any items pulled from the consent agenda will be discussed and considered action to amend, deny, or approve.

7. REPORTS

This section is intended for the listed organization(s), staff, and Town Administrator to report and make announcements concerning municipal or community matters.

a) Report from the Cleveland County Sheriff's Office.

- b) Report from the Fire Department.
- c) Report from the Planning and Development Administrator.
- d) Report from the Code Enforcement Officer.
- e) Report from the Town Administrator.

8. PUBLIC HEARINGS

a) Public Hearing on proposed Fiscal Year 2024-2025 Budget.

9. DISCUSSION AND/OR ACTION ITEMS

- a) Discussion and/or action to amend, deny, or approve the recommendation of approval from the Planning and Zoning Commission for a proposed Lot Split for the property located at 7350 Bryant Road in Slaughterville, Oklahoma, Section Twenty (20), Township Seven (7) North, Range One (1) West, Cleveland County, Oklahoma for Ronald Frazier, Trustee, Ronald and Sonny Frazier Living Trust. Approximately 6.07 acres.
- b) Discussion and/or action to amend, deny, or approve updates to the Employee Policy Handbook.
- c) Discussion and/or action to amend, deny, or approve a Budget Amendment to the 2023-2024 Fiscal Year Budget.
- d) Discussion and/or action to amend, deny, or approve Purchase Order 232413 to Casco Industries, Inc. in the amount of \$21,373.00 for the purchase of eight (8) sets of bunker gear for the Fire Department.
- e) Discussion and/or action to amend, deny, or approve renewing the Farm and Ranch Lease Agreement with Judy Bugher and Edna Manning d/b/a Hayhook Limousin on the town's 71-acre tract of land located on the northeast corner of 72nd Street and Slaughterville Road. (Lease expires June 30, 2024.)
- f) Discussion and/or action to amend, deny, or approve an Agreement between the Town of Slaughterville and PDG, LLC. d/b/a Planning Design Group (PDG) for Playground Design and Landscape Architectural Services.
- g) Discussion and/or action to amend, deny, or approve the proposed Fiscal Year 2024-2025 Budget, including possible reallocation of funds between the departments, or modification of each department's proposed budget.
- b) Discussion and/or action to amend, deny, or approve Resolution No. 2024-0522 adopting the Fiscal Year 2024-2025 Budget.
- i) Discussion and/or action to amend, deny, or approve to accept the contract with the Association of Central Oklahoma Governments (ACOG) for the 2024 Rural Economic Action Plan (REAP) Grant in the amount of \$89,407.50 for the purchase of a brush pumper fire truck and equipment to outfit the truck for the Fire Department.

- j) Discussion and/or action authorizing staff to seek out professional services to provide Inspector and Building Official services and to assist Slaughterville Officials in the processing and implementation of building permits and inspections within the Town of Slaughterville.
- k) Discussion and/or action to amend, deny, or approve Resolution No. 2024-0523, a Resolution Establishing an Economic Development Committee; Providing its Responsibilities; Appointments, Terms of Office; Elections; and Meetings and Procedural Rules for the Town of Slaughterville.
- I) Discussion and/or action to amend, deny, or approve Ordinance No. 114, an Ordinance repealing provisions regarding Animal Regulations set forth in Part 4, §4-103, 4-104, 4-106 and 4-110 and replacing the same with new Part 4, §4-103, 4-104, 4-106, 4-110 and 4-114 of the Town Code of Ordinances Providing for Kennel Licensing and Regulations; Providing for a Maximum Number of Dogs within Zoning Districts, Defining Terms; Defining a Nuisance of this Ordinance; and Declaring an Emergency.
- m) Discussion and/or action to amend, deny, or approve an Emergency Clause as it relates to Ordinance No. 114.
- n) Discussion and/or action to amend, deny, or approve Ordinance No. 115, an Ordinance adding new provisions codified as Part 13, Chapter 1, Article 1 §13-112.1 through §13-112.11 of the Code of Ordinances of the Town of Slaughterville, Establishing 911 Addresses, Naming Roads and Streets, Providing for Size and Location of Address Markers, Providing Violations and Penalties for Non-Compliance; and Declaring an Emergency.
- o) Discussion and/or action to amend, deny, or approve an Emergency Clause as it relates to Ordinance No. 115.

10. REMARKS AND INQUIRIES BY TRUSTEES AND TOWN STAFF

11. ADJOURNMENT

This agenda was posted on May 17, 2024 at Slaughterville Town Hall and on the town website.

/s/ Christy Quickle
Christy Quickle, Town Clerk

If you require accommodations pursuant to the Americans with Disabilities Act or Section 504 of the Rehabilitation Act, please contact the Slaughterville Town Hall at 405-872-3000 at least twenty-four (24) hours prior to the scheduled starting time of the meeting.

MINUTES TOWN OF SLAUGHTERVILLE BOARD OF TRUSTEES Special Meeting April 16, 2024

1. <u>CALL TO ORDER</u>

Mayor Troy Taylor called the meeting of the Town of Slaughterville Board of Trustees to order at 6:03 p.m. on April 16, 2024. The meeting was held at the Slaughterville Town Hall at 10701 US Highway 77 and was conducted pursuant to the State Open Meeting Law with due and proper notice provided. Notice of the meeting was given by posting an agenda on April 12, 2024.

2. ROLL CALL, DECLARATION OF A QUORUM BEING PRESENT

PRESENT
PRESENT*
PRESENT
PRESENT
PRESENT

A quorum was established. Also present were Town Administrator Ashley Furry, Town Attorney Cindee Pichot, and Town Clerk Christy Quickle. Staff present: Kim Reynolds and Josh Reagan.

3. TRAINING

The governing body received prescribed training from Bill Tackett and David Weatherford through the Oklahoma Municipal Assurance Group (OMAG) for the OMAG Municipal Liability Protection Plan (MLPP) Recognition Program.

4. <u>ADJOURNMENT</u>

Mayor Taylor called adjournment at 6:57p.m.

	Approved this 21st day of May, 2024.
Attest:	
	Troy Taylor, Mayor
 Christv Ouickle. Town Clerk	

^{*}Sandy Thompson left the meeting at 6:40 p.m.

MINUTES

TOWN OF SLAUGHTERVILLE BOARD OF TRUSTEES Regular Meeting April 16, 2024

1. <u>CALL TO ORDER</u>

Mayor Taylor called the meeting of the Town of Slaughterville Board of Trustees to order at 7:02 p.m. on April 16, 2024. The meeting was held at the Slaughterville Town Hall at 10701 US Highway 77 and was conducted pursuant to the State Open Meeting Law with due and proper notice provided. Notice of the meeting was given by posting an agenda on April 12, 2024.

2. ROLL CALL, DECLARATION OF A QUORUM BEING PRESENT

PRESENT
ABSENT*
PRESENT
PRESENT
PRESENT

^{*}Sandy Thompson arrived at 7:36 p.m.

A quorum was established. Also present were Town Administrator Ashley Furry, Town Attorney Cindee Pichot, Town Clerk Christy Quickle, and Town Treasurer Chris Edwards. Staff present: Kim Reynolds, Carol Lance, and Josh Reagan.

3. PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Taylor led the Pledge of Allegiance and gave the invocation.

4. <u>CITIZEN COMMENTS</u>

Anyone having an item of business to present to the Slaughterville Board of Trustees is requested to sign in prior to the meeting and will be called upon to speak by the mayor or presiding officer. Those addressing the Trustees are to come to the podium to speak. Presentations are limited to three (3) minutes. Due to Open Meeting Act regulations, Trustees are not able to participate in discussion during citizen comments. Remarks should be directed at the Board of Trustees as a whole. All citizen comments must directly pertain to an agenda item, if no such item appears on the agenda, it cannot be discussed.

Public comments were given.

5. <u>CONSENT AGENDA</u>

All items listed under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. Items will be approved by one motion of the governing body. Items listed will not be discussed. Any member of the governing body desiring to

discuss an item on the Consent Agenda may request it be removed from the Consent Agenda and placed in its proper order on the regular agenda for consideration.

- a) Approval of the minutes from March 28, 2024 special meeting.
- b) Approval of the March 2024 financial reports.
- c) Approval of the Proclamation for National Telecommunicator Week April 14-20, 2024.

A motion was made by Troy Taylor and seconded by Leah Grady to approve the consent agenda.

YEA: GRADY, DICKSION, GARRETT, TAYLOR

NAY: NONE

6. <u>ITEMS REMOVED FROM CONSENT AGENDA</u>

Any items pulled from the consent agenda will be discussed and considered action to amend, deny, or approve.

There were no items removed from the Consent Agenda for separate consideration.

7. **REPORTS**

This section is intended for the listed organization(s), staff, and Town Administrator to report and make announcements concerning municipal or community matters.

- a) Report from the Cleveland County Sheriff's Office.

 Cpt. Cornish reported from the Cleveland County Sheriff's Office.
- **b)** Report from the Fire Department.
 Chief Tolson reported the department responded to 21 calls for March.
- c) Report from the Planning and Development Administrator.
 Ms. Reynolds reported on permits for the month of March.
- **d) Report from the Code Enforcement Officer.**Mr. Reagan reported on code violations for the month of March.
- e) Report from the Town Administrator.

 Mrs. Furry reported the town is on target for the budget year with an additional \$154,105.25 invested, an 8.7% increase, thus far for the year. An update was given on the roadwork occurring on Slaughterville Road from 72nd Street to 120th Street.

8. <u>DISCUSSION AND/OR ACTION ITEMS</u>

a) Discussion and/or action to amend, deny, or approve the recommendation of approval from the Planning and Zoning Commission for a proposed Lot Split for the property located at 11400 Slaughterville Road in Slaughterville, Oklahoma, Section Fourteen (14), Township Seven (7) North, Range One (1) West, Cleveland County, Oklahoma for Kelly W. Osborn. Approximately 80.00 acres.

A motion was made by Eugene Dicksion and seconded by Jerry Garrett to accept the Planning and Zoning Commission's recommendation of approval for the lot split request.

YEA: GRADY, DICKSION, GARRETT, TAYLOR

NAY: NONE

b) Discussion and/or action to amend, deny, or approve a Budget Amendment to the 2023-2024 Fiscal Year Budget to the Private Grants Fund to record receipt of a Plains First Responder Grant in the amount of \$10,613.00 for the purchase of wildland gear.

A motion was made by Eugene Dicksion and seconded by Troy Taylor to accept and approve the budget amendment to the 2023-2024 fiscal year budget.

YEA: GRADY, DICKSION, GARRETT, TAYLOR

NAY: NONE

c) Review and discuss proposed changes to the Animal Ordinance.

Ms. Pichot explained the proposed changes were at the request of Mayor Taylor. The proposed changes were reviewed, and additional recommendations were made during the discussion. The town attorney will make the recommended changes and bring them back to the board at next month's meeting.

d) Discussion and/or action to amend, deny, or approve the recommendation from the Local Planning Action Committee (LPAC) regarding the updates to the CIP Top 10 List for capital asset purchase(s).

Mrs. Furry explained that the CIP Top 10 list worksheet reflected the updates from the LPAC committee and the Fire Department.

The Board of Trustees CIP Top 10 list:

- 1. Park Playground Equipment
- 2. Tanker 2 replace
- 3. Fire Station 3 and/or Station 2 add-on bay (whichever is better fit to expand)
- 4. Overhaul/rebuild the pump at Station 1
- 5. Town Hall/Fire Station 3 parking lot
- 6. Fire Department Fill Site (Southern part of town)
- 7. Fire Station 3 and Fire Station 1 new building
- 8. Front Monitors (FD Tanker 4 and brush trucks)
- 9. Equipment and Maintenance Building for the Park & Recreation department
- 10. Rescue Unit with equipment for Station 3

A motion was made by Troy Taylor and seconded by Jerry Garrett to approve the CIP Top 10 list, as listed.

YEA: GRADY, THOMPSON, DICKSION, GARRETT, TAYLOR

NAY: NONE

e) Discussion and/or action to amend, deny, or approve the recommendation from the Local Planning Action Committee (LPAC) regarding project(s) for the American Rescue Plan Act (ARPA) funds. (Note: ARPA funds (\$606,310.50) must be obligated by December 31, 2024, and expended by December 31, 2026.)

Mrs. Furry reported the LPAC committee's recommendation for the use of the ARPA funds is to designate it to item 1 and/or 2 from the LPAC's Top 10 list, which are playground equipment and new Fire Station 3.

A motion was made by Eugene Dicksion and seconded by Jerry Garrett to designate the full amount of the ARPA funds to develop the park with playground equipment on the 71-acres and to also look for additional funding through grants.

YEA: GRADY, THOMPSON, DICKSION, GARRETT, TAYLOR

NAY: NONE

9. REMARKS AND INQUIRIES BY TRUSTEES AND TOWN STAFF

Mr. Dicksion gave thanks to staff and board members.

10. ADJOURNMENT

Mayor Taylor called adjournment at 8:43 p.m.

	Approved this 21st day of May, 2024.	
Attest:		
	Troy Taylor, Mayor	
Christy Ouickle, Town Clerk		



Town of Slaughterville Check Detail - April 2024

Date	Num	Name		Amount
04/01/2024	9998032	Absolute Data Shredding		-36.75
04/01/2024	9998030	Alex Schafer LLC	VOID	0.00
04/09/2024	9998036	AT&T		-58.01
04/10/2024	9998041	AT&T Mobility		-47.18
04/10/2024	9998037	Cindee Pichot, P.C.		-1,090.00
04/25/2024	9998053	Cleveland County Clerk		-18.00
04/09/2024	9998035	Creations Landscape		-750.00
04/10/2024	9998040	Dave's Small Engine		-66.97
04/10/2024	9998038	ImageNet Consulting		-68.56
04/16/2024	9998048	Isabel Vargas		-225.00
04/25/2024	ACH	JP Morgan Chase Bank	P Card Charges	-4,101.49
04/05/2024	9998034	Lytle Soule & Felty	Attorney Fees	-1,260.00
04/01/2024	9998031	Neighbors Grocery		-166.81
04/29/2024	9998054	Neighbors Grocery		-487.41
04/16/2024	9998049	Norman Transcript		-37.50
04/16/2024	9998047	Official Christinia Edwards		-50.00
04/16/2024	9998044	Official Eugene Dicksion		-20.00
04/16/2024	9998043	Official Jerry Garrett		-20.00
04/16/2024	9998046	Official Leah Grady		-20.00
04/16/2024	9998045	Official Sandy Thompson		-20.00
04/16/2024	9998042	Official Troy Taylor		-20.00
04/10/2024	9998039	Oklahoma Municipal Retirer	nent Fund	-958.54
04/25/2024	9998052	Oklahoma Municipal Retirer	nent Fund	-960.96
04/01/2024	9998027	OPEH&W Plan	Health Insurance	-3,016.56
04/02/2024	9998033	Sylvanlink IT		-768.05
04/23/2024	9998051	Tru Technologies		-125.00
04/22/2024	9998050	Willis Propane, LLC		-40.00



TOWN OF SLAUGHTERVILLE

Budget vs. Actuals FY23/24 - FY24 P&L July 2023 - April 2024

		T	OTAL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4000.11 INCOME-GG	567,918.91	659,125.00	-91,206.09	86.16 %
4000.14 INCOME-P&R		0.00	0.00	
4000.16 INCOME - FD	90,535.28	173,424.20	-82,888.92	52.20 %
4000.18 INCOME - P & D	18,219.52	20,000.00	-1,780.48	91.10 %
4000.21 INCOME - SA	51,574.06	45,750.00	5,824.06	112.73 %
Total Income	\$728,247.77	\$898,299.20	\$ -170,051.43	81.07 %
GROSS PROFIT	\$728,247.77	\$898,299.20	\$ -170,051.43	81.07 %
Expenses				
5000.11 GENERAL GOVERNMENT EXPENSES	312,323.80	388,015.00	-75,691.20	80.49 %
5000.14 PARK & RECREATION EXPENSES	22,212.15	31,795.00	-9,582.85	69.86 %
5000.16 FIRE DEPARTMENT EXPENSES	114,192.51	269,397.00	-155,204.49	42.39 %
5000.18 PLANNING & DEVELOPMENT EXPENSES	65,102.35	114,464.00	-49,361.65	56.88 %
5000.21 STREET AND ALLEY EXPENSES	108.95	2,445.00	-2,336.05	4.46 %
Total Expenses	\$513,939.76	\$806,116.00	\$ -292,176.24	63.76 %
NET OPERATING INCOME	\$214,308.01	\$92,183.20	\$122,124.81	232.48 %
NET INCOME	\$214,308.01	\$92,183.20	\$122,124.81	232.48 %

RESOLUTION NO. 2024-0521

A RESOLUTION AUTHORIZING PARTICIPATION IN THE OMAG RECOGNITION PROGRAM

WHEREAS, the Town of Slaughterville believes the best run municipalities have fewer liability claims and the claims they have place fewer demands on municipal resources; and

WHEREAS, Slaughterville participates in the Municipal Liability Protection Plan provided by OMAG (the Oklahoma Municipal Assurance Group); and

WHEREAS, OMAG is Slaughterville's provider of insurance and risk management solutions; and

WHEREAS, OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

WHEREAS, during the current fiscal year:

- Each member of the governing body received, either in person or by distance learning, the training required for participation in the OMAG recognition program; and
- The governing body has adopted a governing body handbook or, if a handbook had previously been adopted, the body has reviewed and updated the handbook to reflect the best practice recommendations from OMAG; and
- Each member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance; and
- The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

WHEREAS, due to the above actions by the governing body and its members, the Town of Slaughterville is now eligible to participate in the OMAG Recognition program.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF TRUSTEES THAT THE TOWN OF SLAUGHTERVILLE REQUESTS THAT IT BE CONSIDERED FOR PARTICIPATION IN THE OMAG RECOGNITION PROGRAM.

ADOPTED by the Town Board of Trustees of the Town of Slaughterville on this 21st day of May 2024, after full compliance with the Oklahoma Open Meeting Act.

	Troy Taylor, Mayor	
ATTEST:		
Christy Quickle, Town Clerk		

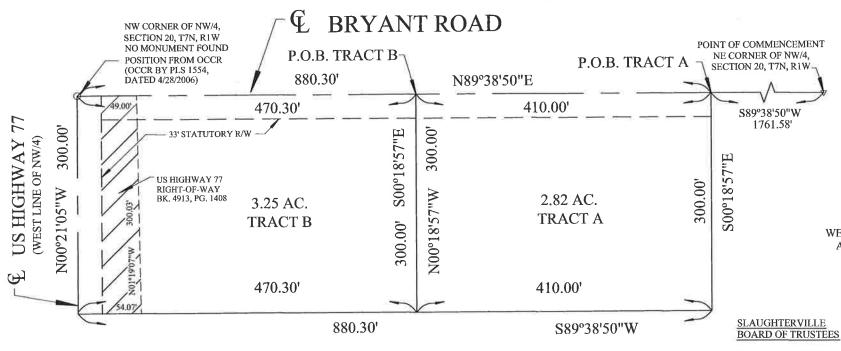
PUBLIC NOTICE OF PROPOSED BUDGET HEARING

A public hearing on the proposed FY 2024-2025 budget for the Town of Slaughterville will be held on May 21, 2024 at 7:00 p.m. at the Slaughterville Town Hall located at 10701 US 77. This hearing is open to the public and comments from citizens will be welcomed. The proposed budget may be examined at the Slaughterville Town Hall. A resolution adopting the budget will be considered by the governing body after the proposed budget hearing.

ESTIMATED REVENUES	GENERAL FUND	STREET & ALLEY FUND
Sales Tax	335,000	
Use Tax	130,000	
Cigarette Tax	2,500	
Electric Franchise Tax	145,000	
Telephone Franchise Tax	1,000	
Alcoholic Beverage Tax	20,000	
Miscellaneous Fees	200	
Rental Revenues	3,550	
Donations	600	
Private Grants	4,000	
Government Grants	865,719	
Other Income	8,100	
Permits & Fees	20,000	
Fire Department Charges & Fees	1,000	
Interest Earned	61,500	14,200
Motor Vehicle Tax		32,000
Gasoline Excise Tax		7,500
TOTAL Estimated Revenue	1,598,169	53,700
Estimated Fund Balance 6-30-2024	1,991,958	665,798
TOTAL Available for Appropriation	3,590,127	719,498
ESTIMATED EXPENDITURES BY FUND AN	ND BY DEPARTMENT WITHIN E	ACH FUND FOR THE BUDGET YEAR
General Government	367,202	
Parks & Recreation	669,361	
Fire Department	418,326	
Emergency Management	36,891	
Planning & Development	105,567	
Street Department		1,895
TOTAL Expenditures		1,075
	1,597,347	1,895

LOT SPLIT SURVEY RONALD D. FRAZIER

6.07 ACRE TRACT - BOOK 3709. PAGE 420 7350 BRYANT ROAD, TOWN OF SLAUGHTERVILLE. CLEVELAND COUNTY, OKLAHOMA



TRACT B

Accepted by the Town of Slaughterville, Oklahoma, Board of Trustees on this day of _

TO SURVEYOR

A tract of land in Section Twenty (20), Township Seven (7) North, Range One (1) West

1761.58'

SURVEYOR'S CERTIFICATE

I. Ronald D. Smith, a Professional Land Surveyor in the State of Oklahoma do hereby certify to:

RONALD D. FRAZIER

That a survey has been made under my supervision of the following described property:

TRACT A

LEGEND:

STATUTORY R/W
BUILDING LIMIT

FOUND 3/8" I.P. SET 3/8" LP CALCULATED POINT FOUND PK NAIL SET PK NAIL POWER POLE FIRE HYDRANT WATER METER SANITARY SEWER MANHOLE DRAINAGE GRATE OAS METER SWB PEDESTAL TRAFFIC SIGNAL LIGHT STANDARD PROPERTY LINE

A tract of land in Section Twenty (20), Township Seven (7) North, Range One (1) West of the Indian Meridian, more precisely described by metes and bounds as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section;

Thence S89°38'50"W a distance of 1761.58 feet to the Point of Beginning;

Thence S00°18'57"E a distance of 300.00 feet:

Thence S89°38'50"W a distance of 410,00 feet;

Thence N00°18'57"W a distance of 300.00 feet;

Thence N89° 38'50"E a distance of 410.00 feet to the Point of Beginning.

Said tract contains 2.82 Acres +/-.

AND

of the Indian Meridian, more precisely described by metes and bounds as follows: Commencing at the Northeast Corner of the Northwest Quarter of said Section; Thence S89°38'50"W a distance of 2171.58 feet to the Point of Beginning; Thence S00°18'57"E a distance of 300.00 feet;

Thence S89°38'50"W a distance of 470.30 feet: Thence N00°21'05"W a distance of 300.00 feet;

Thence N89° 38'50"E a distance of 470.30 feet to the Point of Beginning.

Said tract contains 3.25 acres +/-.

RONALD D. SMITH L.S. 1398

Town Clerk

Mayor

CENTERLIN	E SERVICES L.L.C.	
C A # 4557	LS. Ex. 6/30/24	
WHAD.	P.O. BOX 338,	

12,561A

NOBLE . OKLAHOMA 73068 2 of 2

04/17/24



BRYANT RD.

SUBJECT

LOT SPLIT SURVEY RONALD D. FRAZIER

7350 BRYANT ROAD, TOWN OF SLAUGHTERVILLE, CLEVELAND COUNTY, OKLAHOMA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS DONE UNDER MY DIRECT SUPERVISION AND MEETS OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LEGAL DESCRIPTION:

A tract of land in Section Twenty (20), Township Seven (7) North, Range One (1) West of the Indian Meridian, more precisely described by metes and bounds as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section; Thence S89°38'50"W a distance of 1761.58 feet to the Point of Beginning; Thence S00°18'57"E a distance of 300.00 feet; Thence S89°38'50"W a distance of 880.30 feet; Thence N00°21'05"W a distance of 300.00 feet;

Thence N89° 38'50"E a distance of 880.30 feet to the Point of Beginning.

Said tract contains 6.07 Acres +/-.

RONALD D. SMITH REG. # 1398 DATE



SLAUGHTERVILLE BOARD OF TRUSTEES

Accepted by the Town Board of Trustees on t			Oklahoma
Board of Trustees off t	.1115	_uay or	
Town Clerk			
Town Clerk			
Mayor			

CENTERLIN C.A.# 455	IE SERVIO 57 L.S. Ex. 6/30	1	
10.561.4	P.O. BOX 338, NOBLE , OKLAHOMA		***
12,561A	PRONE: (403) 306-8555	1 of 2	ż
,	Mastall -	DATE	THE WILLIAM

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TOWN OF SLAUGHTERVILLE EMPLOYEE POLICY HANDBOOK

As approved on MAY 21, 2024 by the Board of Trustees

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APPENDIX A: Alcohol and Controlled Substance Policy and Testing Procedures

WELCOME

To Town of Slaughterville Employees:

The town welcomes you to the organization and encourages you to read and become familiar with the contents of this Employee Handbook. You will find that it contains helpful and valuable information about the policies, rules, regulations, benefits, procedures, and opportunities available to you as an employee of the town. It is also intended to be a guide in assisting you in performing your duties and responsibilities for the town to the best of your ability and in aiding you in developing and realizing your potential as a valued employee.

The policies in this Handbook are designed to serve as guidelines. They are not intended to and do not create any kind of contractual relationship and are subject to change at the discretion of the Board of Trustees, with or without notice. Employment with the town is deemed to be *at-will* and the policies and procedures contained herein do not create any property interest in continued employment.

While the policies and procedures outlined in this Handbook should provide you with answers to most general questions you might have regarding your employment relationship with the town, it cannot cover every situation that might arise. If you have questions about these guidelines, or require further information, you should consult with your Department Head or the Town Administrator. The town welcomes your suggestions for improvement either to the policies and procedures included in this Handbook or to other job-related areas and subjects.

Please read this Handbook carefully and retain it for future reference. It is important that you familiarize yourself with the contents of the Handbook as soon as possible. A well-informed employee has the best potential for succeeding in his or her assigned position.

The town welcomes you and wishes you success.

TOWN OF SLAUGHTERVILLE EMPLOYEE POLICIES

1. **Purpose**:

The purpose of these policies is to provide a working guide to the personnel policies, practices, and benefits of employment with the Town. The policies are not legal documents, does not constitute a contract of employment and does not give rise to a property right in continued employment with the Town. The employment relationship with the Town is terminable *at-will* at any time with or without cause. Employee at Will is defined as "a person employed by the Town, for the good of the Town, with no property interest in the position for which they were hired. They serve at the discretion of the Town and may be terminated at any time without reason or due process."

2. Applicability:

These policies apply to all employees of the Town. The policies in this manual supersede all previous publications pertaining to personnel policies unless otherwise specified in this manual. The Town Board of Trustees retains the right to revoke, modify, change or amend these policies as needed.

3. Equal Employment Opportunity:

The Town is committed to providing equal employment opportunities to all employees and applicants for employment. All employment decisions are made without regard to race, color, age, sex, religion, national origin, marital status, disability, handicap, or veteran's status. This policy applies to all terms and conditions of employment to include, but not limited to recruitment, selection, hiring, training, promotions, transfers, appraisals, pay, benefits, discipline, separation, and Town activities. It also applies to all interactions between Town employees and any person with whom they have contact while working or representing the Town.

Harassment based on race, color, age, sex, religion, national origin, marital status, disability, or handicap which may create a hostile or intimidating environment is expressly forbidden by Town employees and other persons entering onto Town property. Such harassment may take the form of unwanted touching, inappropriate jokes and stories, pictures, sounds, gestures, and innuendo. Employees or visitors who believe they have been harassed or have witnessed harassment should immediately report the incident to the Town Administrator or one of the Town Board of Trustees.

All allegations of harassment will be investigated as quickly and confidentially as possible. If found to be valid, prompt and effective action will be taken to stop the harassing behavior.

No employee will be disciplined for reporting an allegation of harassment in good faith. However, an employee who knowingly makes a false allegation will be subject to disciplinary action.

4. Staffing:

Only those positions authorized and funded by the Board of Trustees are approved for the recruitment and employment of an employee. **All employees are employees** *at-will*.

The Town Administrator will review all positions annually. The Administrator may recommend additions, deletions and/or modification of positions. No position will be filled unless funded by the Board of Trustees.

Full-Time: Any employee who is scheduled to work and actually works thirty (30) or more hours per week.

Each employee's time sheet shall state each employee's weekly hours worked, so that each employee can keep up with their own time.

If it is not possible for an employee to work the required hours in a particular week then additional hours could be worked in a different week during the same pay period to offset the hours missed. No more than forty (40) hours may be worked in one week. All employees who work more than their scheduled time must have prior approval from Town Administrator.

If a full-time employee does not work the required thirty (30) or more hours per week, then the employee shall take enough accrued paid time off so that they meet the required thirty (30) or more hours per week. If an employee does not have enough paid time off, then their benefits may be discontinued until such time that they resume being a full-time employee.

Part-Time: Any employee who is scheduled to work and actually works less than thirty (30) hours per week.

The hours per week, and work days, may fluctuate throughout the year due to the nature, operation, and requirements of the job. Part-time employees do not receive fringe benefits. All rules, regulations of the Town's personnel policies apply to part-time employees, except where specifically excluded.

Seasonal: Any employee who is scheduled to work on a regular basis less than eight (8) months annually.

The hours per week, and work days, may fluctuate due to the nature, operation, and requirements of the job. Seasonal employees do not receive fringe benefits. All rules, regulations of the Town's personnel policies apply to seasonal employees, except where specifically excluded.

All employees are supervised by their respective department heads and overseen by the Town Administrator. The Mayor serves as the supervisor for the Town Administrator.

5. Recruitment:

Current employees if qualified have priority. The Town may hire from the outside for any position when current employees are considered either unqualified or unacceptable.

New employees or current employees assigned to a different position will serve a ninety (90) day probation period. At the end of the ninety (90) days they will be evaluated, and the appropriate action taken.

6. New Employee Orientation:

The Town Administrator, or his/her designee, will provide an orientation for each new employee in which applicable policies and procedures of the Town are explained. Each newly hired employee is required to attend the first regular Board of Trustees meeting conducted following their date of hire.

7. Workweek:

For pay purposes, each workweek will begin at 12:01 a.m. Saturday and end at 12:00 midnight the following Friday.

The Street Department is on a semi-monthly schedule consisting of calendar days 1 through 15 and 16 through the last day of the month.

Employees will be paid bi-weekly resulting in twenty-six (26) pay periods over the course of a year. Payroll shall be distributed by direct deposit. Pay stubs will be distributed during the week following the end of the pay period. If a payday falls on a holiday, check stubs will be distributed on the day before, if possible.

In keeping with requirements of the Fair Labor Standards Act (FLSA), non-exempt employees are entitled to pay at one- and one-half times their hourly wage for all hours worked more than forty hours in a work week. Hours paid but not worked, such as paid time off are not included for purposes of the overtime pay entitlement. Salaried employees are exempted and are not entitled to overtime pay.

Non-exempted employees who work in excess of forty (40) hours may be paid at the rate of one- and one-half times their hourly rate or be granted compensatory time.

8. Wage and Salary Administration:

Employees may not work more than forty (40) hours per week or outside their schedule without prior approval of the Town Administrator. Employees violating this provision will be paid for hours worked and may face disciplinary action.

Employees must clock in and clock out utilizing the time clock provided by the Town. Errors or adjustments made on timesheets must be approved by the department head.

For purposes of this section, the Mayor will act as the department head of the Town Administrator.

Hours paid but not worked, such as holiday hours or paid time off is not included in hours accumulated for overtime pay. For overtime purposes only hours actually worked will be counted.

Wage increases and decreases will be determined annually by the Board of Trustees based upon employee performance and recommendations of the Town Administrator. The Board of Trustees has the discretion to increase and decrease wages at the end of probation or such other times as they deem appropriate.

9. Training:

Internal Training: The Town will attempt to attract and hire experienced personnel; however, some initial training may be required. Such training will be provided as soon as possible following employment when necessary.

Cross Training: To enhance flexibility and maximum utilization of employees, each employee will be encouraged to cross train in the tasks and responsibilities of other positions. Such training will be provided as On the Job Training (OJT) by department heads or current employees.

Safety Training: Each employee will receive an orientation and training on safety practices and equipment.

External Training: Employees may be required to participate in external training activities. Such training must reasonably be expected to provide some benefit to the Town through increased job knowledge and/or skills.

External training required or approved will be reimbursed pursuant to the Town's Travel and Expense Reimbursement Policy. Receipts are required for all expenditures before any reimbursement will be made.

10. **Safety:**

Safety Equipment. The Town will provide safety equipment suitable to the task being performed. Employees will be trained in the proper use of safety equipment and are required to use such equipment in the performance of their duties.

Training. Employees will be required to attend safety training, as each situation requires. All on the job accidents shall be promptly reported to the appropriate department head and will be investigated to determine what may be done in the future to avoid additional accidents.

Cell Phone Use, Texting and Emails. While at work, employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of company phones. Excessive personal calls or texting during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are expected to limit personal calls. Personal texting is not allowed. Flexibility will be provided for personal calls in circumstances demanding immediate attention. Employees are therefore asked to make personal calls and/or texting on non-work time and to ensure that friends and family members are aware of this policy.

Employees must follow the Computer Use Policy regarding email communications and the use of Town computers.

The Town will not be liable for the loss of personal cellular phones or any other personal items brought into the workplace.

Driving Responsibilities. All employees who drive either personal or Town vehicles must comply with the town's Vehicle Policy and maintain a driving record that is acceptable to the Town (no more than 3 points). Failure to maintain a current, properly classified Oklahoma Driver's License and/or an acceptable driving record may result in suspension or termination of employment if the driver's license is needed for the performance of essential job duties. In no case shall an employee operate a vehicle or vehicle/trailer combination unless properly licensed to do so. Personal use of Town vehicles is strictly prohibited. Non-employees of the Town shall not operate a Town vehicle or be a passenger in any vehicle not intended to transport the public. Town vehicles are not to be left unattended with the key in the ignition and shall be locked when not in use. Seatbelts must be worn at all times by all drivers and passengers. Furthermore, Town employees are prohibited from sending or retrieving text messages while driving a vehicle, whether the vehicle is personally owned or owned by the Town, while working for the Town.

Authorized drivers shall follow all traffic regulations and safe driving practices. Safe driving practices include steps to ensure the driver's total concentration and safe operation of vehicle, such as, but not limited to: determining clear directions before departing; not taking notes; eating; flipping through papers; manipulating radios, personal data assistants, cell phones, or other equipment while the vehicle is moving; and not operating a vehicle when the ability to react is impaired. While operating a motor vehicle, employees shall either refrain from cell phone use altogether, use hands-free equipment that allows both hands to stay on the wheel, or pull over to the side of the road before making or accepting a call.

Use of tobacco or smoking and/or vaping medical marijuana is not allowed on any of the town's property, including town vehicles.

Employees who are involved in an accident while traveling on Town business must promptly report the accident to their department head and local authorities.

Employees are encouraged to submit safety suggestions to the Town Administrator.

11. Benefits:

The following benefits are available and provided to employees. Although some are required by state or federal law, they are benefits to the employee.

Social Security: This consists of joint contributions. Each employee contributes the percentage of gross pay required by statute through payroll deduction. The employee's contribution is matched by the employer.

Medicare: Each employee contributes the percentage of gross pay required by statute through payroll deduction.

Worker's Compensation Insurance: Provided at no cost to the employee. Covers medical care and disability payments for on the job injuries and/or illnesses arising out of and during work performance.

Retirement Account: Shall be offered to all full-time employees if approved by the Town Board of Trustees.

Paid Time Off: Seasonal employees and employees without a regular schedule are not eligible for paid time off. The Town does not grant vacation time or sick leave. These two traditional benefits have been combined into simply "paid time off". This time may be used for vacations, illnesses, personal business, or whatever purpose the employee desires to take time off from their duties. Unless an emergency condition exists, use of paid time off must be approved in advance by the employee's department head.

Accrual: A regular full-time employee will begin to accumulate leave upon completion of employees first (1) day of employment, overtime hours are not eligible for leave accrual.

Length of continuous service	Hours per pay period	Max Accrual Hours
o-5 years	3.08	160
5-10 years	4.62	200
10-15 years	4.62	240
15-20 years	4.62	280
20 plus years	6.16	320

Employees may not take more than two (2) consecutive weeks of paid time off unless specifically approved in advance by the employee's department head. The maximum hours of paid time off for each day are the employees scheduled hours. Any combination of paid work time plus paid time off cannot exceed the employees scheduled time in a day.

Paid Holidays: Full-time town employees, except for part-time and seasonal temporary employees, shall be entitled to a day off work without loss of pay on

holidays. The Town will observe the holiday closing policy as set by the State of Oklahoma holiday schedule.

Holiday pay: Employees are paid only for a holiday if it falls on a day that they would normally be scheduled to work. Each employee will be paid for the number of hours in their regular workday schedule, provided they are in a pay status on their scheduled day immediately before and after the holiday.

Employees may not accumulate holidays or holiday pay for later use.

Personal day: Full-time employees may take off one Personal Day per fiscal year. The Personal Day must be approved by the Town Administrator prior to being used. The Personal Day cannot be accumulated. Failure to meet this requirement will result in the forfeiture of the day off.

Longevity pay: The Board of Trustees has recognized the importance of retaining a qualified and experienced staff as a necessary benefit of the Town. For that reason, the Town instituted a program to reward staff who has made a commitment to serve the citizens of the Town of Slaughterville by instituting a longevity incentive program, which may be amended from time to time by the Board of Trustees. The program is administered by the Town Administrator and the incentive will be paid in November of each year, when funds are available and appropriated by the Board of Trustees in the annual budget. All full-time employees are eligible for the program. Longevity pay will be included on the employees W2 as taxable wages. The longevity incentives will be as follows:

 1 month-5 years
 \$2.00 per month (minimum \$200)

 5-10 years
 \$2.50 per month

 10-15 years
 \$3.00 per month

 15-20 years
 \$3.50 per month

 20-25 years
 \$4.00 per month

 25 years plus
 \$5.00 per month

 Maximum Longevity Pay is \$2,000.00

Uniforms and Personal Protective Equipment: If required, these items will be provided by the Town at no expense to the employee. Each employee is responsible for maintenance and cleaning of their uniforms and/or personal protective equipment.

Absences: Leave without pay may be granted for reasonable periods of time if approved by the Town Administrator. Leave without pay may be granted to the Town Administrator upon approval of the Mayor.

Jury Duty: Seasonal employees and employees without a regular schedule are not eligible for jury pay. Eligible employees summoned for jury duty will receive their regular pay based on hours scheduled if jury duty falls on their scheduled day and hours of work.

Military Duty: The Town will comply with all state and federal legislation pertaining to employees performing active military service as members of regular federal services, Federal Reserve forces, or state National Guard. A copy of the orders or other document ordering the person to active military duty must be provided to the Town Administrator.

Health Insurance: Because of the number of employees, the town does not have to comply with The Affordable Care Act (ACA). Health insurance shall be offered to all full-time employees if approved by the Town Board of Trustees.

12. Discipline:

Disciplinary actions are intended to encourage employees to be more effective, efficient, and productive and remain in compliance with Town policies and procedures. Although discipline will usually be attempted prior to termination, nothing in this policy changes each employee's **employment at will status.** Any **employee may be terminated at any time for any reason, or for no reason.** The following process will, at the option of the Town, be followed:

First offense warranting discipline may result in an oral warning.

Second offense warranting discipline may result in a written warning, which will become a part of the employee's personnel record.

Third offense warranting discipline may result in termination of employment.

Progressive discipline may begin at any of the three phases above and in no way alters an employee's employment as an "at will" employee, and subject to termination at any time.

13. Employee Performance Evaluations:

Performance evaluations are used as a tool to assist in managing and developing the workforce. As a management tool its value lies in requiring annually that each employee and his/her department head take a detailed and critical look at the tasks and duties performed and how well these tasks and duties are being performed. The overall purpose is a developmental tool to assist employees in developing the skills and abilities required to perform their duties and enhance employee productivity.

The performance of each employee will be evaluated annually, for pay purposes, on an Employee Evaluation Form provided by the Town Administrator. Interim evaluations will be performed as needed, if applicable. Evaluations will be completed in January prior to the Trustee meeting. Salary increases, if granted will be effective January 1, or as determined by the Board of Trustees.

The Town Board of Trustees will evaluate the Town Administrator. The Town Administrator will evaluate each employee.

Employees whose overall performance is considered unsatisfactory will be provided, in the Employee Evaluation Form goals for improvement by their evaluator. The Employee Evaluation Form will specify what tasks or duties are being performed unsatisfactorily, what must be done to bring the performance up to a satisfactory level, how this will be accomplished and, if necessary, a time frame for making the required improvement in performance. These employees will not be eligible for a wage increase unless determined otherwise by the Board of Trustees.

Employees whose performances are rated as satisfactory or above may be eligible for a wage increase at the time of the annual evaluation or the beginning of the next fiscal year.

All employee compensations will be determined by the Board of Trustees and the Town will make every effort to stay competitive with similar positions in surrounding rural communities.

14. Terminations:

All terminations will be done by the Town Administrator and will be for the good of the service.

15. <u>Drug Free Workplace:</u> <u>Alcohol and Controlled Substance Policy and Testing Procedures:</u>

Employees are forbidden to manufacture, use, sell, possess, or be under the influence of any controlled or illegal substances or alcoholic beverages while in the workplace or representing the Town. A controlled substance does not include prescription medicine prescribed by a health care provider for the treatment of an injury or illness.

Smoking or vaping medical marijuana is prohibited on town property.

The town requires a commitment from all employees to keep an alcohol and drugfree workplace. As a condition of employment, employees must abide by the terms of this policy. The unlawful manufacture, distribution, possession or use of an illegal substance or the use or possession of alcohol is prohibited anywhere in the workplace or on town property.

Use of a controlled substance is not prohibited when prescribed by an authorized medical practitioner for treatment and when used as directed. In these circumstances, employees are to inform their supervisors that they are taking medicines which may result in side-effects.

As a condition of employment, an employee must notify the Town Administrator of any criminal drug statute conviction no later than five (5) days after such conviction. Criminal drug statute means a criminal statute involving manufacture, distribution, dispensation, use or possession of a controlled substance. Upon conviction of any such violation, the town will take appropriate disciplinary action

against the employee, up to and including termination, and/or requiring the employee to satisfactorily participate in an abuse rehabilitation program.

A copy of the town's complete Alcohol and Controlled Substance Policy and Testing Procedures applicable to employees and applicants covered by this Handbook is attached as Appendix "A" to the Handbook.

16. <u>Use of equipment:</u>

All employees are expected to exercise care in the use of Town property. Personal use of Town property or equipment is prohibited. Negligence in the care and use of Town property, personal use of such property, or unauthorized removal of Town property, may result in discipline. Town equipment and property may not be removed without prior authorization from the Town Administrator. Employees are prohibited from working on personal projects or outside businesses or activities during regular work hours. Employees violating these policies will be subject to discipline up to and including termination. All employees are expected to comply with the vehicle use policy. All employees are expected to consent and comply with the computer usage policy as a condition of their employment.

All employees are expected to exercise proper care in the use of all Town property, tools and equipment. Any employee who loses Town property or equipment, or who negligently damages the same, shall be responsible for the reasonable cost in replacing the items.

17. Personal Conduct:

Dress and appearance: To make a favorable impression with the public, all office employees are required to dress in business-like attire. Non-office employees shall wear appropriate work attire as fully set forth in their job description.

Interactions with the public: All interactions with the public will be in a respectful and courteous manner.

Interactions with other employees: All interactions with other employees will be in a respectful and courteous manner.

18. Grievance Procedure:

Employees shall bring all problems which shall be dated, in writing, to the Town Administrator. The Administrator will attempt to resolve the issue/problem as soon as possible and not later than ten (10) working days after receipt. In the event a satisfactory solution cannot be reached, the Town Administrator or the employee will reduce the issue to writing, provide an explanation of the grievance, any action(s) taken, the results thereof and present this to the Town Board of Trustees. The Board of Trustees will address the issue at their next regularly scheduled meeting, with adequate public notice provided.

19. The Americans with Disabilities Act (ADA):

The Town will take reasonable steps to ensure that interview, hiring, and employment practices do not conflict with the provisions of the Americans with Disabilities Act. The Town will provide reasonable accommodations to a person with a disclosed disability in terms of application, hiring, and job retention so long as such accommodation does not result in an undue hardship. It is the responsibility of every employee to comply with the provisions of the ADA and to create a positive work environment.

20. Hatch Act Limits on Political Activities:

The Hatch Act (5 U.S.C. §§ 1501-1508 AND 7324-7328) restricts the partisan political activity of individuals employed by state or local executive agencies who work in connection with programs financed in whole or in part by federal loans or grants. The following list offers examples of the types or programs which frequently receive financial assistance from the federal government: public health, public welfare, housing, urban renewal and area redevelopment, employment security, labor and industry training, public works, conservation, agricultural, civil defense, transportation, anti-poverty, and law enforcement programs.

State and local employees subject to the Hatch Act continue to be covered while on annual leave, sick leave, leave without pay, administrative leave or furlough. However, Hatch Act provisions do not apply to individuals who exercise no functions in connection with federally financed activities. The law also exempts certain specified employees from the prohibition on candidacy for election office. These exemptions include:

- 1. The Mayor of a city/town:
- 2. A duly elected head of an executive department municipal department who is not classified under a state or municipal merit or civil service system; and
- 3. An individual holding public elective office.

In general, the following rules apply under the Hatch Act:

Municipal Employees:

- **May** be a candidate for public office in a *nonpartisan* election.
- May campaign for and hold elective office in political clubs and organizations.
- **May** actively campaign for candidates for public office in *partisan* and *nonpartisan* elections
- May contribute money to political organizations or attend political fundraising functions
- May participate in any activity not specifically prohibited by law or regulation

Municipal Employees:

- **May not** be a candidate for public office in a *partisan* election.
- **May not** use official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for office

• **May not** directly or indirectly coerce contributions from subordinates in support of political part or candidate

Municipal employees should not rely on the opinions of friends or co-workers when they have questions with regard to a specific political activity. Ignorance of the law does not excuse an employee's violation of the Hatch Act.

APPENDIX "A"

ALCOHOL & CONTROLLED SUBSTANCE POLICY AND TESTING PROCEDURES

Section 1. Policy Statement: The town recognizes the importance of having a drug and alcohol-free workplace. The abuse of drugs, alcohol or other chemical substances endangers the safety of the public, the employee, and other town employees. The town recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the workplace. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance; possessing drug paraphernalia and/or alcohol during working hours, while on town property, or while using town equipment will be subject to discipline up to and including termination of employment. The Town of Slaughterville is considered an "at will" employer and nothing herein shall change that status.

Section 2. Application: This policy applies to all employees (whether full-time or part-time), as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551 et. seq. (the "Act") as amended from time to time.

Section 3. Effective Date: This policy will be effective after ten (10) days' notice is provided to employees and each employee is provided with a copy of this policy. Further the policy shall be effective upon each applicant's acceptance of employment by:

- 3.1 Hand-delivery of a paper copy of the policy or changes to the policy;
- Mailing a paper copy of the policy or changes to the policy through the U.S. Postal Service or a parcel delivery service to the last address given by the employee or applicant;
- 3.3 Electronically transmitting a copy of the policy through an e-mail or by posting on the employer's website or intranet site; or
- 3.4 Posting a copy in a prominent employee access area.

Section 4. Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment, but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the town withdrawing its conditional offer of employment or assignment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 5. For Cause Testing: Drug and/or alcohol testing may be conducted on any employee at any time the town has reasonable suspicion there is cause to believe that an

employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- 5.2 Observation of conduct on the part of the employee that suggests that the person is impaired or is under the influence of drugs or alcohol;
- 5.3 Receipt of a report of drug or alcohol use by an employee while at work;
- 5.4 Information that an employee has tampered with drug or alcohol testing at any time;
- 5.5 Negative job performance patterns by the employee; or
- 5.6 Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be placed in the person's drug file.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed to come back to work until the results of the test are known.

Section 6. Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to town property or equipment or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to the time of the accident as possible. No employee required to take a post-accident alcohol or drug test may use any alcohol or drugs of any kind following the accident until he/she undergoes the post-accident testing.

Section 7. Random Testing: The town may, at various times, randomly select members of the following employment groups, at its discretion, for unannounced random testing for drugs or alcohol as follows: persons engaged in activities which directly affect the safety of the public.

Section 8. Periodic Scheduled Testing: The town may require an employee in the employment group identified in Section 7 above to undergo drug or alcohol testing as part of a routinely scheduled employee fitness for duty examination. The persons being tested shall be selected by an independent outside agency.

Section 9. Post Rehabilitation Testing: The town may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the person's return to work following a positive test result or following participation in a drug or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the person is subject to under this policy.

Section 10. Substance for which Tests May Be Given: The town reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein; metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). All testing results shall be reported to the Town Administrator by the testing laboratory.

Section 11. Testing Methods and Collection Procedures: Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health, or other appropriate agency. The type of testing shall be determined solely by the town. Samples may be collected on the premises of the town at its election; or the employee can be sent to an appropriate drug testing facility. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any town employee directly observe collection of urine sample. If the town takes a sample, a written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health, or other appropriate agency, at the cut off levels as determined by such agency. In the case of the use of breathalyzer testing method, no discipline may be imposed unless there is an immediate confirmation test performed on a second sample that confirms the prior results.

An applicant or employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. If an applicant or employee wishes to challenge the results of the town's test, he/she may do so as provided in this policy. The applicant or employee must have had the sample collected within one hour of the town's sample and such re-test must be in accordance with the standards set forth by the State Board of Health, or other appropriate agency, and in this policy.

Section 12. Costs: The town is responsible for all costs associated with drug or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result to

challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test. Re-tests requested by employees or applicants are at their own expense unless the new test reverses a previous positive test.

Section 13. Refusing to Undergo Testing or Tampering with Sample: Any person refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Any person refusing to allow the results to be provided to the town will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test, including but not limited to dilution of the sample, will be considered as a refusal to undergo a test, and will result in disciplinary action up through and including termination or employment.

Section 14. Review Officer: The Town Administrator or his/her appropriate designee, will receive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. Upon receiving a confirmed positive test result, the Administrator, or their appropriate designee, will contact the person providing the test. The applicant or employee will be given the opportunity to explain the test results.

Section 15. Confidentiality: The town will treat all tests and all information related to such test, as confidential materials. All records relating to drug testing will be kept separate from personnel records. The records are the property of the town but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the Town Administrator. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the town may release the records to:

- a. to comply with a valid judicial or administrative order;
- b. as admissible evidence in a case or proceeding before a court of records or administrative agency, if the employee, applicant, or the town is named as a party in the case or proceeding; or
- c. to employees or agents of the town who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 16. Disciplinary Action: The town may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; 3) refuses to sign a HIPPA release in favor of the town; or 4) adulterates a specimen or a drug or alcohol test, as fully set forth herein. The town also provides the following assistance program (EAP), which may be used:

16.1 Positive Test Results: The town will evaluate the employment history of any employee who tests positive for drugs and/or alcohol.

The appropriate course of action will be determined based on the total work record of such person. Where deemed appropriate by the Town Administrator or their designee, such person may be offered the opportunity to enter a rehabilitation program at their own cost. Continued employment will be contingent upon the successful completion of a rehabilitation program that provides for evaluations and possible referrals for the person. The employee must also agree to undergo periodic drug and/or alcohol post-rehabilitation testing for up to two (2) years. However, the town reserves the right to initiate disciplinary action, up to and including termination of employment, for the first positive test result. A decision regarding disciplinary action under this policy by the Town Administrator or their designee will be final and binding.

- Employees who have tested positive, and who have been offered the 16.2 opportunity to participate in a rehabilitation program in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a town approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the person will be terminated. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, the person may request permission to use accrued sick leave and vacation leave, if the same is available. An employee may request a "return to work" test no sooner than two (2) weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Persons refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action, including termination.
- In the event the town does not terminate the person who has a positive test result, the employee who enters a rehabilitation program after the positive test results will be permitted to do so only once. Any future recurrence of abuse with the same or any other substance will result in termination of employment.
- An employee who is discharged based on their refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the town will protest any application for unemployment benefits.

Section 17. Prohibitions: No employee may report for duty within four (4) hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a town vehicle/equipment or perform job duties

while in possession of alcohol nor use alcohol during duty time. Further, no employee may report for duty, drive a town-owned vehicle, operate town equipment, or remain on duty when such person has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised such person the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that a person has used a controlled substance may permit such person to be on duty or drive/operate any town vehicle or equipment.

Section 18. Responsibilities of Individuals: To comply with the provisions of this policy, each employee assumes the following responsibilities:

- 18.1 Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.
- 18.2 Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.
- 18.3 Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, these persons are encouraged to come forward and report any violation of this policy to The Town Administrator or to the Department Head. This information may be instrumental in the prevention of serious accidents and injuries on the job.
- 18.4 Mandatory Reporting Requirements: It is mandatory that all employees notify the Town Administrator within five (5) working days if he/she has been charged or convicted of a criminal drug and/or alcohol violation.

Section 19. Medical Marijuana: It is the policy of the town that an employee and applicant for employment who possesses a valid state issued Medical Marijuana license will not be discriminated against for possessing the license. In addition, except as provided below, an employee possessing a medical marijuana license will not be subject to discipline solely for testing positive for marijuana that is at or above the cutoff concentration levels established by the United States Department of Transportation or Oklahoma law regarding being under the influence, whichever is lower. However, employees may be subject to discipline in the following circumstances:

- 19.1 Use or possession of marijuana at work or during working hours.
- 19.2 The employee does not possess a valid medical marijuana license.

- 19.3 The employee is required, as part of his/her job duties to possess a federal license under the Federal Motor Carrier Safety Administration, the Federal Aviation Administration, the Federal Railroad Administration, the Federal Transit Administration, the National Highway Traffic Safety Administration or the Pipeline and Hazardous Materials Safety Administration.
- 19.4 Safety Sensitive Positions: An employee may be subject to discipline where the employee's position involves safety sensitive job duties including, but not limited to:
 - a. performing firefighting duties;
 - b. carrying of a firearm in the performance of duties including law enforcement functions;
 - c. the operation, maintenance and oversight of critical services and infrastructures including, but not limited to, electric, gas, water and wastewater utilities, and power generation and distribution;
 - d. direct patient care including rendering emergency medical care;
 - e. the handling, packaging, processing, storage, disposal or transporting of hazardous materials;
 - f. the operations of motor vehicles, other vehicles, equipment, machinery, or power tools
 - g. repairing, maintaining, or monitoring the performance or operation of any equipment, machinery or manufacturing process, the malfunction or disruption of which could result in injury or property damage;
 - h. handling, packaging, storage, disposal, treatment, or transportation of potentially volatile, flammable, combustible materials, elements, chemical or other highly regulated components; or
 - i. dispensing pharmaceuticals.
- 19.5 Health and Workers' Compensation Benefits: The town is not required to reimburse any costs associated with the use of medical marijuana.



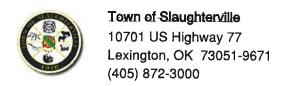
Town of Slaughterville

10701 US 77, Lexington, OK 73051 (405) 872-3000 Fax: (405) 872-0330

BUDGET AMENDMENT FOR 2023-2024 Fiscal Year Budget **GENERAL FUND**

Account	Account			Increase
<u>Number</u>	<u>Name</u>	Description		(Decrease)
4761.16	Fire – Local Govt. Grants	CCJA Grant		21,373.00
5102.16	Fire – Supplies	Bunker Gear		21,373.00
			Total:	21,373.00
	ON: CCJA (Cleveland County Justice A ent expenses of eight (8) sets of bur		Proceeds r	eceived for the purpose
	D AND APPROVED by the Bo 21 st day of May 2024.	ard of Trustees	s of the T	own of Slaughterville,
Mayor				
ATTEST:				
Town Clerk				
(SEAL)				

Town of Slaughterville								
General Fund Budget								
For the Year Ended June 30, 2024								·
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2023	2024	2024	2024	2024	2024	2024	2024
	GENERAL FUND	GENERAL FUND	GF BUDGET	GF BUDGET	GF BUDGET	GF BUDGET	GF BUDGET	AMENDED GF
REVENUES	BUDGET	BUDGET	AMEND #1	AMEND #2	AMEND #3	AMEND #4	AMEND #5	BUDGET
Sales tax	325,000.00	330,000.00						330,000
Use tax Cigarette tax	85,000.00 2,500.00	125,000.00 2,500.00						125,000 2,500
Franchise tax	128,000.00	150,000.00						150,000
Alcoholic beverage tax	20,000.00	20,000.00						20,000
Permits and Fees	22,000.00	20,000.00						20,000
Rental Revenues	3,550.00	3,550.00						3,550
Fire runs	500.00	600.00						0 600
Donations	500.00	500.00						500
Private Grants Government Grants	3,000.00 231,150.00	4,000.00 0.00				10,613		14,613
State Grants	4,800.00	60,000.00		43,340				103,340
Local Government Grants	20,000.00	40,000.00			795		21,373	62,168
Sale of Capital Assets Interest income	5,000.00 11,400.00	5,000.00 14,000.00						5,000 14,000
Other income	12,000.00	14,075.00						14,075
TOTAL REVENUES	874,400.00	789,225	0	43,340	795	10,613	21,373	865,346
EXPENDITURES								
General Government	227			ı I	I	ľ	ľ	A.c
Personal services Materials and supplies	338,433 54,250	246,695 34,000						246,695 34,000
Other services and charges	73,980	73,370						73,370
Capital outlay	20,000	33,950		_			-	33,950
Total General Government	486,663	388,015	0	0	0	0	0	388,015
Fire Department			FD	FD	FD	FD	FD	
Personal services	7,400 47,000	10,000			5.400		04.070	10,000
Materials and supplies Other services and charges	13,530	46,500 11,865			5,108 2,127		21,373	72,981 13,992
Capital outlay	105,000	190,000	13,588		14,617			218,205
Total Fire Department	172,930	258,365	13,588	0	21,852	0	21,373	315,178
Park & Recreation		I	PARK	PARK	PARK	PARK	PARK	
Personal Services	19,470	19,120						19,120
Materials and Supplies Other Services and Charges	8,500 1,430	8,700 1,375						8,700 1,375
Capital Outlay	0	2,600						2,600
Total Park & Recreation	29,400.00	31,795	0	0	0	0	0	31,795
Planning & Development		I	P&D	P&D	P&D	P&D	P&D	
Personal Services		98,989						98,989
Materials and Supplies Other Services and Charges		14,600						
								14,600 875
Capital Outlay		875 0						875 0
Capital Outlay Total Park & Recreation	0.00	875	0	0	0	0	0	875
	0.00	875 0 114,464	0 13,588	0		0		875 0 114,464
Total Park & Recreation TOTAL EXPENDITURES	688,993	875 0 114,464 678,175	13,588	0	21,852	0	21,373	875 0 114,464 734,988
Total Park & Recreation		875 0 114,464				0		875 0 114,464 734,988
Total Park & Recreation TOTAL EXPENDITURES	688,993	875 0 114,464 678,175	13,588	0	21,852	0	21,373	875 0 114,464 734,988
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES	688,993	875 0 114,464 678,175	13,588	0	21,852	0	21,373	875 0 114,464 734,988 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out)	688,993 185,407	875 0 114,464 678,175 111,050	13,588	43,340	21,852 (21,057)	10,613	21,373	875 0 114,464 734,988 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES)	688,993	875 0 114,464 678,175	13,588	0	21,852	10,613	21,373	875 0 114,464 734,988 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	688,993 185,407 185,407	875 0 114,464 678,175 111,050	13,588 (13,588) (13,588)	43,340	(21,057) (21,057)	10,613	21,373	875 0 114,464 734,988 130,358 0
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER)	688,993 185,407	875 0 114,464 678,175 111,050	(13,588) (13,588) (13,588)	43,340 43,340 43,340	(21,057) (21,057) (21,057)	10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES BEGINNING FUND BALANCE	688,993 185,407 185,407 1,505,621.00	875 0 114,464 678,175 111,050 111,050	(13,588) (13,588) (13,588)	43,340 43,340 1,788,490.00	(21,057) (21,057) (21,057)	10,613 10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES BEGINNING FUND BALANCE ENDING FUND BALANCE	688,993 185,407 185,407 1,505,621.00	875 0 114,464 678,175 111,050 111,050	(13,588) (13,588) (13,588)	43,340 43,340 43,340	(21,057) (21,057) (21,057)	10,613 10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES BEGINNING FUND BALANCE	688,993 185,407 185,407 1,505,621.00	875 0 114,464 678,175 111,050 111,050	(13,588) (13,588) (13,588)	43,340 43,340 43,340	(21,057) (21,057) (21,057)	10,613 10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES BEGINNING FUND BALANCE ENDING FUND BALANCE BUDGET AMENDMENT #1 -	688,993 185,407 185,407 1,505,621.00	875 0 114,464 678,175 111,050 111,050	(13,588) (13,588) (13,588)	43,340 43,340 43,340	(21,057) (21,057) (21,057)	10,613 10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES BEGINNING FUND BALANCE ENDING FUND BALANCE BUDGET AMENDMENT #1 - Additional funding for two (2) water supply & storage tanks	688,993 185,407 185,407 1,505,621.00	875 0 114,464 678,175 111,050 111,050	(13,588) (13,588) (13,588)	43,340 43,340 43,340	(21,057) (21,057) (21,057)	10,613 10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES BEGINNING FUND BALANCE ENDING FUND BALANCE BUDGET AMENDMENT #1 - Additional funding for two (2) water supply & storage tanks and concrete pad	688,993 185,407 185,407 1,505,621.00	875 0 114,464 678,175 111,050 111,050	(13,588) (13,588) (13,588)	43,340 43,340 43,340	(21,057) (21,057) (21,057)	10,613 10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES BEGINNING FUND BALANCE ENDING FUND BALANCE BUDGET AMENDMENT #1 - Additional funding for two (2) water supply & storage tanks and concrete pad BUDGET AMENDMENT #2 - To receipt REAP Grant Proceeds BUDGET AMENDMENT #3 - To receipt FY23-24 CCJA Grant, property insurance and plumbing for Station 2 water tanks for FY23-24 Okla. Dept. of Ag Grant, 15 blue and 15 green hoses for FY22-	688,993 185,407 185,407 1,505,621.00	875 0 114,464 678,175 111,050 111,050	(13,588) (13,588) (13,588)	43,340 43,340 43,340	(21,057) (21,057) (21,057)	10,613 10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES BEGINNING FUND BALANCE ENDING FUND BALANCE BUDGET AMENDMENT #1 - Additional funding for two (2) water supply & storage tanks and concrete pad BUDGET AMENDMENT #2 - To receipt REAP Grant Proceeds BUDGET AMENDMENT #3 - To receipt FY23-24 CCJA Grant Proceeds and expenses, maint. on trucks and tools for FY20-21 CCJA Grant, booster hose for FY22-23 CCJA Grant, property insurance and plumbing for Station 2 water tanks for FY23-24 Okla.	688,993 185,407 185,407 1,505,621.00	875 0 114,464 678,175 111,050 111,050	(13,588) (13,588) (13,588)	43,340 43,340 43,340	(21,057) (21,057) (21,057)	10,613 10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358
Total Park & Recreation TOTAL EXPENDITURES REVENUES OVER (UNDER) EXPENDITURES OTHER FINANCING SOURCES (USES) Net transfers-in (out) REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES BEGINNING FUND BALANCE ENDING FUND BALANCE BUDGET AMENDMENT #1 - Additional funding for two (2) water supply & storage tanks and concrete pad BUDGET AMENDMENT #2 - To receipt REAP Grant Proceeds BUDGET AMENDMENT #3 - To receipt FY23-24 CCJA Grant, property insurance and plumbing for Station 2 water tanks for FY23-24 Okla. Dept. of Ag Grant, 15 blue and 15 green hoses for FY22-23 Okla. Dept. of Ag Grant BUDGET AMENDMENT #4 - To receipt FY23-24 Plains First Responder Grant	688,993 185,407 185,407 1,505,621.00	875 0 114,464 678,175 111,050 111,050	(13,588) (13,588) (13,588)	43,340 43,340 43,340	(21,057) (21,057) (21,057)	10,613 10,613	21,373 0 0 1,821,386.00	875 0 114,464 734,988 130,358 0 130,358



Purchase Order

VENDOR

SHIP TO

P.O. NO. 232413

DATE 05/06/2024

Casco Industries, Inc.

P.O. Box 8007

Town of Slaughterville 10701 US Highway 77

Shreveport, LA 71148-8007 Lexington, OK 73051-9671

US

PURCHASING OFFICER

Chris Tolson FY23/24

FISCAL YEAR

APPROPRIATION ACCOUNT

5107.16

8 8 1	1,551.25 1,111.00 75.00	12,410.00 8,888.00 75.00 \$21,373.00
8 1	75.00	75.00
1	****************	0.4.0.7.4.0.4.0.4.0.x.0.0
0A4454500084500054	*****************	\$21,373.00
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Casco Industries, Inc.

P.O. Box 8007 Shreveport, LA 71148 800-551-8787

accountsreceivable@cascoindustries.com

800-551-8787
E-Mail: info@cascoindustries.com
Website: www.cascoindustries.com

Number	261977
Date	05/02/2024
Page	1

INVOICE

Providing Protection for those Who Protect Us since 1950

Bill-to:

23698

ASCS INDUSTRIES, INC.

Fire Equipment Sales & Service

SLAUGHTERVILLE FIRE DEPARTMENT EMAIL - DO NOT MAIL!!

10701 HWY 77

LEXINGTON, OK 73051

Ship-to: 1

SLAUGHTERVILLE FIRE DEPARTMENT

10701 US77

LEXINGTON, OK 73051

Reference #	HE SEE	Shipped	Salesperson	Terms	Tax Code	Doc#	Wh	Freight		Ship V	/ia
PO#		05/02/2024	174 JEFF DAVEN	NET 3	0 ОК	647514	40	PRE/ADD		UPS	
Item	Description			Ordered	Shipped	Backord	ird u	М	Price	UM	Extensio
GLO-COAT GLO-PANT				8	8		0 E	A R	1551.25 1111.00	EA PR	12410.0 8888.0
		Merchand				65 do 10					
				Misc	Discount		(an)	Tax	Freig		Total Due
		21298.	00	.00	.00			.00	75.0	00	21373.0

Thank You for Your Order

Do not write below this line

Customer Copy

... Last Page







HEADQUA	AKTEKS: S	SHREVEPORT, LA /1148-8007					SE	RVING OKL	4 <i>HO</i>	MA AND KANSAS
	10701	HTERVILLE FIRE DEPT. US HWY 77 TON, OK 73068			SHIP TO:	SAME				
ATTN:					ATTN:					
PHONE:					PHONE:					
EMAIL:	- COLUMN		- T-1		EMAIL:				-	
CREDIT CA	RD:			P CORC	CUST PC	NUMBER		SALES REP		SALES REP REF #
NAME/EXP	DATE			DIST			174			
NUMBER/C	CODE/ZIP			ונוט	TERMS	FREIGHT		DATE		FORM TYPE
TRANSACT	ION ID#				30	ADD	1	1/18/2024		QUOTE
ITEM	LOC	DESCRIPTION			QTY	SHIPPED		PRICE		AMOUNT
		GLOBE, GX3 BLACK PIONEER BUNKER COAT	\$		8		\$	1,551.25	\$	12,410.00
		GLOBE, GPS BLACK PIONEER BUNKER PANT	\$		8		\$	1,111.00	\$	8,888.00
			\$	•			\$	74	\$	==//
			\$				\$	E	\$	
			\$	722			Ś		\$	

21,373.00

TOTAL

FARM AND RANCH LEASE

Property: 71 Acres Farm Land NE Corner of Slaughterville Road and 72nd Street

THIS LEASE, made and entered into as of the 1st day of JULY, 2024, by and between the Town of Slaughterville, Oklahoma (hereinafter called "Lessor") and Judy B. Bugher, Edna Manning, and Hayhook Limousin (hereinafter collectively called "Lessee").

WITNESSETH:

1. <u>DESCRIPTION</u>. Lessor, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be paid, performed, kept, and observed by Lessee, has this day rented, leased and let and by these presents does rent, lease and let unto Lessee the surface only of real estate located:

in CLEVELAND COUNTY, OKLAHOMA, described the South Half (S/2) of the Southwest Quarter (SW/4) of Section Eight (8), Township Seven (7) North, Range One (1) West of the Indian Meridian in Cleveland County, Oklahoma, hereinafter referred to as the "Premises". Less and except approximately 9 acres within fenced area on the east side of property which is designated land for Slaughterville Park and Recreational Trails.

hereinafter referred to as "Premises". Lessee acknowledges that they have previously leased the above-described property and have inspected and accepts it in "as is" condition.

- 2. <u>TERM</u>. The term of this Lease shall be for a twelve (12) month period which shall commence on the 1st day of JULY 2024, and end on the 30th day of JUNE 2025, unless terminated by either party. (Reference paragraph 24.)
- 3. <u>RENT.</u> For the use of the Premises, Lessee shall and covenants and agrees to pay to Lessor at:

Town of Slaughterville 10701 US Hwy 77 Lexington, OK 73051

As a rental for the term hereof the total sum of Three Thousand Five Hundred Fifty Dollars and no cents (\$3,550.00), which sum is payable July 1, 2024.

Lessee agrees to comply with the U.S. Department of Agriculture programs now in force and hereafter adopted pertaining to crop allotments and base preservation, conservation compliance and further agrees to maintain the full Crop allotment and Lessee will receive all government payments. It is understood that crop allotments run with the land and are not the property of Lessee.

4. <u>INSURANCE BY LESSEE</u> During the term of this Lease, or any extension allowed under the terms of this Lease, Lessee, at her sole cost and expense, shall carry and maintain liability

insurance with insurance companies admitted in the state where the policy is written. Such insurance shall be comprehensive general liability insurance, and personal injury liability insurance, insuring Lessee against liability for injury to persons or damage to property occurring in or about the Leased Premises or arising out of the ownership, maintenance, use or occupancy thereof. Said insurance shall specify a single occurrence policy limit of at least one million dollars (\$1,000,000) and shall name the Lessor as a loss payee on the same.

Lessee shall furnish Lessor copies of said insurance policies upon the execution of this Lease. Such policies shall provide that coverage may not be canceled or reduced without at least fifteen (15) days prior written notice first given to Lessor. Lessee shall have the privilege of procuring and obtaining all such insurance through its own sources; provided, however, that if Lessee fails to produce and maintain said insurance, Lessor may purchase the same at Lessee's cost, and the cost thereof shall be additional rent which shall be immediately due and payable to Lessor. Lessor, however, may elect not to purchase such insurance for Lessee's behalf and, in lieu thereof, declare Lessee's default hereunder.

5. <u>USE OF PREMISES</u>. Lessee shall use the Premises for grazing and general dryland farming and shall use the Premises for no other purposes whatsoever without the prior written consent of Lessor. Lessee shall not be permitted to cut or remove any trees from the Premises without the written consent of Lessor, and if such consent shall be given, the proceeds of any sale of severed timber shall belong to Lessor. Hunting and fishing rights are reserved unto Lessor.

6. <u>CARE OF PREMISES</u>. Lessee shall and covenants and agrees:

- (a) To keep and maintain the Premises in as good condition and repair as when received hereunder, ordinary wear and tear and damage by fire or other casualty excepted.
- (b) Pastures shall not be grazed to the extent that stands of desirable grasses and forbs are depleted. The animal stocking rate shall be reduced immediately if so directed by the Lessor.
- (c) All farming operations conducted on the Premises by the Lessee shall be in accordance with the best course of husbandry practiced in the geographical vicinity of the Premises.
- (d) To tend the Premises in such a manner as will prevent, to the fullest extent possible, any possible erosion, washing or ditching thereof; to follow the conservation plan as applied to the Premises, maintain terraces, waterways, roads and other conservation practices installed by Lessor; not to burn crop, residue or stubble.
- (e) Not to permit weeds or noxious plants or grasses to grow where the same may be kept down or eradicated by reasonable diligence or sound conservation practices.
- (f) To spray and mow the Premises as necessary in accordance with good weed control practice.

- (g) To keep and maintain the fences in a good and orderly state of repair at Lessee's sole expense.
- (h) To keep the premises free and clear of any accumulation of trash, refuse, inoperative vehicles or other equipment, scattering of wire or plastic bale typing material, except for those items already present at time of lease.
- (i) Not more than one crop shall be produced from the same land in the same crop year without the prior written consent of the Lessor.
- 7. <u>LESSOR TO PAY TAXES</u>. Lessor covenants and agrees to pay before the same become delinquent, all taxes and assessments, general and special, which may be levied and assessed against the Premises.
- 8. <u>LESSEE TO PAY UTILITIES</u>. All utilities, and utility services used by Lessee in, on or about the Premises, shall be paid for by Lessee and shall be contracted for by Lessee in her name.
- 9. <u>LESSOR MAY ENTER</u>. Lessor shall have and reserve the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of examining and inspecting the same and for the purpose of surveying, planning, or making such repairs and improvements thereto as Lessor may deem necessary or advisable.
- 10. <u>LIENS PROHIBITED</u>. Nothing contained in this Lease shall constitute any consent or request by Lessor for the performance of any labor or service or the furnishing of any materials or other property in respect to the Premises, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or furnishing of any materials or other property in such fashion as would permit the making of any claim against the Premises or Lessor in respect thereof.
- 11. <u>APPROVAL NEEDED FOR IMPROVEMENTS</u>. Lessee agrees that she will not build, construct or otherwise cause any permanent building, structure, fence, cattle pond, cattle feeder, barn or appurtenances thereto-to be placed upon the Premises without prior written consent of Lessor. Lessee agrees that she will not make any alterations or other improvements upon the Premises without prior written consent of Lessor. Any such changes and improvements made by Lessee shall be at her sole expense and Lessor shall in no way be responsible therefor.
- 12. <u>FENCE REQUIRED FOR LIVESTOCK</u>. In the event this Lease provides for the grazing of livestock, prior to utilizing all or a portion of the Premises for such grazing and feeding of livestock, Lessee shall at her own expense have fences constructed around the perimeter of the portion of the Premises to be used for the grazing and feeding of livestock as is necessary to restrict the grazing and feeding of livestock to such area.

- 13. <u>IMPROVEMENTS TO BECOME LESSOR'S PROPERTY</u>. Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, any fences or other improvements of a permanent nature added to the Premises by the Lessee prior to or during the term of this Lease shall become the property of the Lessor.
- 14. <u>LESSOR'S EXCLUSIVE MINERAL RIGHTS</u>. Lessor shall have the exclusive right to drill for or mine and remove all oil, gas, gravel, coal and all minerals in, on or underlying the Premises by any method selected by Lessor or its assigns. Lessor also hereby reserves for itself and its assigns the exclusive right to pass through, on or over the premises by any convenient passage or passages in order to remove said minerals, and in order to mine, produce and remove the minerals from any other land or property now owned, leased, or thereafter acquired or leased by Lessor.

Lessor reserves for themselves all rights to collect and to accept or receive payments including surface damages caused by exploring and drilling for oil and gas, and the operation of completed wells. The Lessee hereby waives all claims against Lessor, the pipeline companies, and the Lessor's oil and gas lessee and its assigns, for all damages caused thereby except damages to crops planted. However, in the event Lessor receives surface damages from the operator, then Lessor agrees to deduct from the annual rent, pro-rata, for the land so taken by them or their assigns for said uses when the rental of such land is cash, and to reimburse the said Lessee for any actual damage she may suffer for crops destroyed.

- 15. <u>LESSOR RESERVES RIGHT TO SELL</u>. Lessor reserves the right from time to time to sell and convey any part or all of the Premises and, if it be a condition upon which such sale is contracted to be made, to cancel this Lease with respect to the part of the Premises so sold and conveyed; provided, however, any such sale contract shall contain a provision continuing the Lease as to any area containing annual growing crops planted by Lessee until such time as Lessee shall have had a reasonable opportunity to harvest such crops upon maturity, if the Lease is still valid.
 - (a) That promptly after the full execution and delivery of the real estate sale contract between Lessor, as Seller, and a third party Buyer(s), covering the sale of said part of the Premises, Lessee shall give written notice of sales contract setting forth (i) the date upon which said contract was fully executed and delivered, (ii) the legal description of the real estate thereby contracted to be sold, (iii) the name(s) of the purchaser(s) under said contract, and (iv) the approximate date of closing.
 - (b) That promptly after the closing, written notice of the date upon which such closing was affected shall be given by Lessor to Lessee.
 - (c) That effective sixty (60) days after the date the written notice of closing provided for in (b) above is provided, this Lease shall be and stand canceled as to the part of said Premises sold (but subject to Lessee's right to harvest growing crops as set forth above), but shall remain in full force and effect as to the remainder of the Premises.

16. LESSEE'S ENVIRONMENTAL RESPONSIBILITY. Lessee shall not conduct any activity on the premises which would violate, or cause Lessor to be in violation of applicable laws, statutes, ordinances, rules, regulations, policies, orders and determinations of any governmental authority (collectively the "Applicable Law"), including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1987, as amended, and the Oklahoma Controlled Industrial Waste Disposal Act, as amended, nor which would cause the presence of any substance or the existence of any condition, or the threatened release of any substance in, on, or under the surface of the Premises, or the occurrence of any event in which any substance has been disposed of or released on, in or from the Premises in any manner not permitted under Applicable Law such that Applicable Law would require (i) a report or other notice of such condition or event to any federal, state, or local governmental agency; (ii) remodel, treatment, remedial action or other procedures, or remedial action with respect to such condition or event in order to bring the Premises into compliance with all Applicable Law; (iii) contribution by any current or former owner or operator of the premises toward removal, treatment, other procedures, or other remedial action required by or that may be brought under Applicable Law with respect to the premises or any other site or location affected by such condition or event; and/or (iv) imposition of a fine or other financial consequence because of the Lessee's actions.

Lessee agrees to complete an environmental checklist on premises provided by Lessor upon request of Lessor. Lessee agrees to allow and assist Lessor with any and all on-site environmental inspections Lessor deem necessary.

Lessee will follow all label restrictions in the use of chemicals and use only chemicals that have been approved by the federal government. All non-organic waste materials will be disposed of off-premises, in a manner as approved by the Environmental Protection Agency Regulations or other appropriate governing body.

- 17. <u>LESSOR'S EXCLUSIVE WATER RIGHTS</u>. Lessor reserves all rights for the sale of water of or from any and all sources in or on the Premises and the Lessee shall not permit anyone to use said water except on written order from Lessor; and the Lessee hereby waives all claims against the Lessor and purchasers of said water, for all damages caused thereby, provided, however, the right of Lessee to the use of water for livestock which is regularly kept on said "Premises" is permitted. The Lessor shall not remove any water by sale and must provide Lessee with an acceptable reserve of livestock water for the term of the Lease. Lessor shall not be liable or responsible for water supply due to dry weather conditions, that is drought or flood water causing breakage or drainage to any water reservoir.
- 18. <u>DEFAULT.</u> If Lessee shall fail or neglect to perform or observe any of the covenants or agreements herein contained on Lessee's part to be performed or observed, then thirty (30) days after written notice of such default be given to Lessee by or on behalf of Lessor, then this Lease shall be forfeited at the election of Lessor without further notice to Lessee or any other person.

Provided, however, if any default for which notice has been given as aforesaid is remedied within said thirty (30) day period, at the sole option of the Lessor, this Lease may remain in full force and effect the same as though no such default had occurred.

- 19. <u>NOTICE</u>. All notices authorized or required between the parties or required by any provisions of this Lease shall be in writing and must be received by the parties or delivered by receipted means to the notification address of the receiving party, or to such other address as the parties may direct by notice given as herein provided. The effective date of any notice given hereunder shall be the date on which such notice is received or delivered as above set forth.
- 20. <u>LEASE NOT TO BE ASSIGNED</u>. Lessee will not assign or in any manner transfer this Lease or any interest therein or sublet the Premises or any part thereof without the prior written consent of Lessor. The granting of any such consent by the Lessor shall not release or discharge Lessee from the performance of any duties and obligations under this Lease.
- 21. <u>LESSEE'S INDEMNIFICATION</u>. Lessee covenants at all times to indemnify and to save Lessor and hold Lessor harmless from any and all loss, liability, costs or damages, including but not limited to, attorney's fees, and expenses that may occur or be claimed with respect to any person or persons, corporation, property, or chattels on or about the Premises, or to the property itself, whether resulting from any act done or omission by or through Lessee, her agents, employees, invitees or any other person on the Premises by reason of Lessee's use or occupancy; or resulting from Lessee's nonuse, or possession of the Premises and any and all loss, cost, liability or expense resulting therefrom; and at all times to maintain the Premises in a safe and careful manner.

22. MISCELLANEOUS.

- (a) The descriptive heading of the paragraphs in this Lease are solely for convenience and shall not be relied upon in construing any provisions herein.
- (b) This Lease contains the entire agreement between the parties hereto and no agreement made hereafter will be effective to change, waive, modify, discharge, or terminate this Lease, in whole or in part, unless such agreement is in writing and executed by the party, against whom enforcement of the change, waiver, modification, discharge or termination is sought.
- (c) The failure of either party hereto to seek redress against the other for violation of, or to insist upon strict performance of the terms and provisions of this Lease, will not constitute a waiver of the right to seek redress for any subsequent violation of the terms and provisions hereof, or any right to insist on strict performance hereof.

- (d) This Lease and the terms and provisions hereof will be binding upon and will insure the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
- 23. <u>CONDEMNATION</u>. If public authority under the power of eminent domain thereof takes the Premises or any part, Lessor may elect to terminate this Lease and, in such event, any paid out unearned rent, as established on a per month basis, prorate, shall be refunded to Lessee. The Lessor reserves the right to use the property in the future for the town's sole use.
- 24. <u>SPECIAL TERMS AND CONDITIONS</u>. This Lease shall be automatically extended from year to year, under the same lease terms, unless written notice to terminate is given by either party to the other, at least four (4) months prior to the beginning of the succeeding Lease year, or unless this contract is terminated earlier under the provisions herein contained. (Reference paragraph 2).

IN WITNESS WHEREOF, the parties hereto have executed this Lease, the day and year first above written.

LESSOR:	TOWN OF SLAUGHTERVILLE				
	Troy Taylor, Mayor				
ATTEST:					
Christy Quickle, Town Clerk					
LESSEE:	Judy B. Bugher				
	Edna Manning				
	Hayhook Limousin:				
	By: Judy B. Bugher				
	By: Edna Manning				

Lessee's Mail and Delivery Notification Address: Judy B. Bugher and Edna Manning 9700 Slaughterville Rd Lexington, OK 73051

Slaughterville Playground Breakdown

Town of Slaughterville, OK

Date: April 24, 2024

OVERALL PROJECT FUNDING AS ESTABLISHED BY THE TOWN

\$640,000.00

SET	FEES	AMOUNT					
1	Probable Design Fees	\$58,500.00					
2	Probable Project Geotech	\$7,500.00					
3	Owner's Construction Contingency	\$52,000.00					
	TOTAL ESTIMATED COSTS FOR SET FEES \$118,000						
TOT	TAL ESTIMATED COSTS FOR SET FEES	\$118,000.00					



April 24, 2024

Attn: Ms. Ashley Furry Town Administrator Town of Slaughterville 10701 US 77 Lexington, OK 73051

RE: Request for Proposal for Slaughterville Park Playground Design and Landscape Architecture Professional Services

Dear Ashley:

We appreciate the opportunity to submit this proposal by PDG, LLC. d/b/a Planning Design Group ("PDG") for your consideration for the Playground Design and Landscape Architectural Services for the Town of Slaughterville, OK. We can provide these services of the high quality that you and your citizens would expect. We are regarded for the creative and comprehensive approach we utilize on all our projects.

We propose the following scope of services and fee schedule for your consideration.

SCOPE OF SERVICES

1. Site Survey (COMPLETE)

PDG will work from the Site Survey completed during the Master Planning process completed in 2023.

2. Geotechnical Report (PAID DIRECTLY BY SLAUGHTERVILLE)

The design team will engage three (3) Soils Engineers to prepare a proposals for a Geotechnical Report to make recommendations on structural items and paved areas. The report will include between four (4) and eight (6) drilled holes for analysis. The City will contract directly with the Soils Engineer and PDG will assist the Town with all coordination efforts to complete the proposal and Geotechnical Report.

3. Conceptual Design Phase

Working with a construction budget of approx. \$574,000.00, including the owner's contingency, (See attached Overall Budget Summary) and working from base survey information for the work area provided during the Master Planning Process, we will prepare a Conceptual Design for the property analyzing the following:

- 1. Develop a preliminary layout for a new playground facility, this area would include some or all of the following items in the new area:
 - Develop a new ADA compliant playground for ages 2-5, 5-12 and the possibility of an item for teenagers and younger adults with equipment selected in conjunction with the Town. The play area will include but not limited to a main play piece with smaller additional pieces, concrete containment edging for the fall zone, fall surfacing material using one or a combination of artificial turf,

poured-in-place rubber, or wood fiber, play berms, crawl tunnels, swings, etc.

- Work with the city to provide utility connections to city lines if required for the operation of the facility.
- Development of a seating plaza area adjacent to the playground including but not limited to shade structure(s), benches, and picnic tables with a sidewalk connecting the facility with the proposed parking lot within the park.
- 2. Estimate construction budget with up-dated cost figures based on the preliminary plan.

4. Final Construction Drawing Phase

Following the Town's review and input of the preliminary plans, we will prepare the final bidding plans, incorporating any revisions requested by the Town. The following outlines the necessary activities within this phase:

- 1. Refine items in the Conceptual Design Phase, incorporating the Town's comments/input.
- 2. Develop construction drawings and specifications.
- 3. Provide Review Submittal Packages.
- 4. Estimated Construction Budget.

5. Bidding Phase

Following the Town's approval of the final Construction Documents, we will assist with the Bidding Phase. The following outlines the necessary activities within this phase:

- 1. Assist the owner with inviting contractors to bid.
- 2. Attend the Pre-Bid meeting.
- 3. Assist owner with review of bids, bid selection, and award of contract.

6. Construction Administration Services

Following the award of the contract, we will assist with the Construction Administration Phase. The following outlines the necessary activities within this phase:

- 1. Attend the Pre-Construction meeting.
- 2. Assist owner in coordinating contractors to ensure timely execution.
- 3. Provide bi-weekly on-site observation meeting as needed throughout the construction period of the project.
- 4. Assist owner in the review of contractor payment request for compliance with construction documents.

7. Basic Compensation

To execute the above-described scope of services as indicated in items 1 thru 6, the work will be performed for a lump sum fee of \$58,500.00 with the following breakdown:

1.	Survey Phase	Complete
	Geotechnical Report	
	Conceptual Design Phase	
4.	Final Construction Drawing Phase	\$24,750.00
	Bidding Phase	
6.	Construction Administration Phase	\$12,000.00

Billings for services are sent out monthly for work in progress or at the completion of the project or a specified phase of work. Terms of payment are "Net 10 Days" from the date of the invoice. A finance charge may accrue on any invoice unpaid after the 30 days.

4. Reimbursable Expenses

Reimbursable expenses are in addition to the Basic Compensation as set forth in section 2 of this proposal. Reimbursable expenses include actual expenditures made by Planning Design Group required by the project as follows:

- 1. Blueprints, photocopies, and reproductions (excluding copies for office use), all expendable supplies, photography requested by the owner.
- 2. Any additional insurance coverage or limits, including professional liability insurance, in excess of the current limits. Current limits are as follows:
 - Comprehensive Business Liability: \$1,000,000. limit.
 - Workers Compensation: \$100,000/500,000/100,000 limit.
 - Professional Liability: \$2,000,000. limit.

Principal...... \$160.00

3. Town fees that are required to accomplish the scope of work stated in this contract.

5. Additional Services

to proceed as outlined herein.

Hourly Rates:

Any services requested which are not included under the basic scope of service in this proposal will be passed on based on the hourly rates listed above or can be quoted as a lump sum upon request. All additional fees will be approved in advance by the owner.

	Project Manager Project Designer Designer I/Production Designer II/Production	
	vard to the opportunity of wor ies will be proud.	ting a quality project, of
Sincerely, Geoffery Eval Principal	ns, PLA	

The above is an acceptable procedure and Planning Design Group is hereby authorized

			9		
	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual (as	24-25 Budget
	Amended		Amended	of 5-14-24)	PROPOSED
				,	
GENERAL FUND INCOME					
GG - INCOME - 4000.11					
Sales Tax (4001.11)	325,000.00	334,383.00	330,000.00	301,993.00	335,000.00
Use Tax (4011.11)	85,000.00	125,035.00	125,000.00	111,341.00	130,000.00
Cigarette Tax (4021.11)	2,500.00	2,338.00	2,500.00	1,861.00	2,500.00
Electric Franchise Tax (4031.11)	128,000.00	139,623.00	150,000.00	109,886.00	145,000.00
Telephone Franchise Tax (4041.11)					1,000.00
Alcoholic Beverage Tax (4101.11)	20,000.00	19,926.00	20,000.00	15,930.00	20,000.00
Miscellaneous Fees (4201.11)	22,000.00	22,275.00			200.00
Oil & Gas Fees (4372.11)	6,075.00	2,925.00	6,075.00	-	-
Rental Revenues (4401.11)	3,550.00	3,550.00	3,550.00	3 550 00	3 550 00
Lease of Town Property (71 acres)	3,330.00	3,550.00	3,330.00	3,550.00	3,550.00
Donations (4601.11)					
Private Grants (4651.11)					
Government Grants (4701.11)	231,150.00	231,131.00			606,311.00
State Grants (4751.11)					
Other Income (4811.11)					
OEC Fiber Agreement	12,000.00	15,487.00	8,000.00	3,645.00	8,000.00
Sale of Capital Assets (4891.11)					
Interest Income (Bearing) (4901.11)	800.00	761.00	1,000.00	167.00	500.00
Interest - CD, T-BILL, MM (4902.11)	10,000.00	14,980.00	12,000.00	36,611.00	26,000.0
Interest - ARPA Funds (4903.11)	600.00	4,662.00	1,000.00	20,707.00	35,000.00
Total GG INCOME without Grants &					
Donations	593,525.00	663,670.00	659,125.00	605,691.00	706,750.00
Total GG INCOME with Grants & Donations					
	846,675.00	917,076.00	659,125.00	605,691.00	1,313,061.00
P&R - INCOME - 4000.14					
Donations (4601.14)					
Private Grants (4651.14)					
Government Grants (4701.14)					
Other Income (4811.14)					
Total P&R INCOME without Grants &					
Donations	-	-	-	-	-
Total P&R INCOME with Grants & Donations					

	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual (as	24-25 Budget
	Amended		Amended	of 5-14-24)	PROPOSED
FD INCOME - 4000.16					
Fire Run Charges (4561.16)	500.00	1,100.00	600.00	1,600.00	1,000.00
Donations (4601.16)	500.00	1,320.00	500.00	810.00	600.00
Private Grants (4651.16)	3,000.00	4,000.00	14,613.00	14,613.00	4,000.00
OEC Government Grants (4701.16)					
State Grants (4751.16)					
Dept. of Agriculture \$10,000	4,800.00	10,053.00	103,340.00	53,333.00	159,408.00
ACOG/REAP Grant \$89,408	-	-	-		-
Local Government Grants (4761.16)					
Cleveland County Justice Authority	20,000.00	17,929.00	62,168.00	20,079.00	100,000.00
Public Safety Grant					
Other Income (4811.16)		1,161.00		100.00	100.00
Sale of Capital Assets (4891.16)	5,000.00		5,000.00		10,000.00
Tanker 1, Brush Truck	3,000.00		3,000.00		20,000.00
Total FD INCOME without Grants &	F F00 00	2 261 00	F 600 00	1 700 00	11 100 00
Donations Total FD INCOME with Grants and Donations	5,500.00	2,261.00	5,600.00	1,700.00	11,100.00
Total 1 D INCOME With Grants and Donations	33,800.00	35,563.00	186,221.00	90,535.00	275,108.00
514 (1)(50)45 4000 47	,				,
EM INCOME - 4000.17					
Donations (4601.17) Private Grants (4651.17)					
Government Grants (4701.17)					
State Grants (4751.17)					
Local Government Grants (4761.17)					
Other Income (4811.17)					
Total EM INCOME without Grants &					
Donations Total 504 INCOME with County and					-
Total EM INCOME with Grants and Donations					_
P&D INCOME - 4000.18 Permits & Fees (4335.18)			20,000.00	13,425.00	20,000.00
Private Grants (4651.18)			20,000.00	13,423.00	20,000.00
Other Income (4811.18)				5,530.00	
Total P&D INCOME without Grants &				3,555.55	
Donations	-	-	20,000.00	18,955.00	20,000.00
Total P&D INCOME with Grants and					
Donations	-	-	20,000.00	18,955.00	20,000.00
Total GG INCOME without Grants &		665 004 00	504 705 00	505.045.00	707.050.00
Donations Total GG INCOME with Grants and Donations	599,025.00	665,931.00	684,725.00	626,346.00	737,850.00
Total GG INCOME With Grants and Donations	880,475.00	952,639.00	865,346.00	715,181.00	1,608,169.00
SRA INCOME. 4000 21					
S&A INCOME - 4000.21 Other Income (4811.21)					
Motor Vehicle Tax (4103.21)	32,000.00	30,903.00	32,000.00	24,621.00	32,000.00
Gasoline Excise Tax (4111.21)	7,500.00	7,501.00	7,500.00	6,808.00	7,500.00
State Grants (4751.21)	,	,	,	,	,
Sale of Capital Assets (4891.21)					
Interest Income (4901.21)	200.00	232.00	250.00	109.00	200.00
Interest CD,T-BILL,MM (4902.21)	4,500.00	8,802.00	6,000.00	20,641.00	14,000.00
Total Street & Alley Income	44,200.00	47,438.00	45,750.00	52,179.00	53,700.00
TOTAL INCOME without Grants ? Donations	642 225 00	712 260 00	750 475 00	607 490 00	011 550 00
TOTAL INCOME without Grants & Donations TOTAL INCOME with Grants and Donations	643,225.00	713,369.00	750,475.00	697,480.00	811,550.00
TOTAL INCOME WITH GIVING WITH DOMATIONS	924,675.00	1,000,077.00	911,096.00	767,360.00	1,661,869.00
	,,	, ,,	,	,	. ,

22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual (as	24-25 Budget
Amended		Amended	of 5-14-24)	PROPOSED

PERSONAL SERVICES - 5001.11					
Wages (5002.11)					
Administrator, Finance, Admin. Assistant,	274,400.00	274,280.00	246,695.00	158,745.00	198,800.
Clerk \$50/mtg.		,			
Social Security (5011.11)	20,805.00	20,770.00	14,803.00	12,878.00	15,207.
OESC (5021.11)	2,420.00	1,432.00	1,936.00	819.00	1,990.
Municipal Retirement (5031.11)	14,155.00	13,714.00	9,675.00	7,576.00	9,940
Workers Compensation (5041.11)	2,500.00	1,633.00	1,450.00	1,227.00	1,400
Health & Life Ins. (5051.11)	43,545.00	45,587.00	22,700.00	24,098.00	27,300
Officials (5091.11)					
Mayor & 4 Trustees \$20/mtg., Mileage,	2,000.00	2 000 00	2 200 00	1 000 00	2 100
Treasurer \$50/month, Mileage, Bonds	2,000.00	2,060.00	2,300.00	1,996.00	2,100
Payroll Expenses (6560) Employer		348.00	320.00		
ıl - PERSONAL SERVICES	359,825.00	359,824.00	299,879.00	207,339.00	256,737
	,	,	, !!	,	·
MATERIALS & SUPPLIES - 5100.11 Supplies, Maint & Repair (5102.11)	12,708.00	10,010.00	12,000.00	3.000.00	12.000
Software & Maintenance (5103.11)	12,708.00	10,010.00	12,000.00	3,968.00	12,000
I.T. Services					
Payroll Core Software \$2,300/annual	4,000.00	4,329.00	5,000.00	6,669.00	8,000
Codification Software & Supplements	4,000.00	4,329.00	5,000.00	0,009.00	8,000
\$1,995/annual	650.00	574.00			
Gasoline & Oil (5106.11)	650.00	574.00		4.540.00	
Travel Per Diem (5108.11)	3,708.00	4,847.00	4,500.00	1,518.00	
Building/Grounds M&R (5113.11)					
Cleaning Service \$225/mo.	9,500.00	5,031.00	5,000.00	4,061.00	5,000
Spraying & Fertilization \$500/annual					
Flower Bed Maint. \$1,125	2 202 00	1 100 00			
Training & Travel (5120.11)	2,292.00	1,193.00	2,500.00	1,665.00	4,000
Community Development (5131.11)			5 000 00	5 240 62	7.000
Fireworks/Christmas Displays			5,000.00	5,319.00	7,000

	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual (as	24-25 Budget
	Amended		Amended	of 5-14-24)	PROPOSED
GG - OTHER SERVICES & CHARGES - 5300.11					
Legal/Professional Services					
Town Attorney (5302.11)	23,661.00	22,363.00	24,000.00	16,370.00	24,000.00
Legal & Prof Other (5303.11)	1,000.00	174.00	500.00	1,590.00	500.00
Auditor (5304.11)					
Year 2 of 3	6,000.00	6,000.00	6,500.00	6,500.00	6,500.00
Oil & Gas Inspector (5306.11)	4,900.00	4,900.00	4,900.00	·	-
Total - Legal/Professional Service	35,561.00	33,437.00	35,900.00	24,460.00	31,000.00
Website (5307.11)					
Annual Maintenance	2 200 20	4 000 00	2 500 00	2 22 4 22	2 500 00
Shredding Service	2,000.00	1,800.00	3,500.00	2,224.00	3,500.00
Copier Fees					
Insurance (5311.11)					
General Liability, Property, Bonds	9,014.00	9,084.00	8,825.00	12,227.00	13,400.00
Utilities					
Electricity (5321.11)	6,025.00	6,022.00	6,400.00	6,000.00	7,200.00
Heating (5322.11)	1,830.00	1,829.00	1,900.00	1,346.00	1,700.00
Waste Disposal (5323.11)	140.00	140.00	120.00	144.00	140.00
Telephone (5325.11)	2,200.00	2,300.00	2,025.00	1,554.00	2,025.00
Internet (ISP) (5326.11)	1,750.00	1,375.00	1,400.00	1,250.00	1,600.00
Total - Utilities	11,945.00	11,666.00	11,845.00	10,294.00	12,665.00
Association Dues (5331.11)					
Town and Staff	7,500.00	7,429.00	8,300.00	8,000.00	8,900.00
Legal Notices (5342.11)	2,960.00	1,822.00	2,000.00	1,225.00	2,000.00
Elections (5344.11)	5,000.00	3,771.00	3,000.00		3,000.00
Total - OTHER SERVICES & CHARGES	73,980.00	69,009.00	73,370.00	58,430.00	74,465.00
GG - CAPITAL OUTLAY					
Capital Outlay (5501.11)	20,000.00	20,000.00	33,950.00	36,052.00	
Capital Outlay (5501.11)	20,000.00	20,000.00	33,930.00	30,032.00	
Total - CAPITAL OUTLAY		20,000.00	33,950.00	36,052.00	-
Total Expenses GG without Capital Outlay	466,663.00	454,817.00	407,249.00	288,969.00	367,202.00
Total Expenses GG with Capital Outlay	400,003.00	434,017.00	407,245.00	200,303.00	307,202.00
Total Expenses GO with Capital Outlay	466,663.00	474,817.00	441,199.00	325,021.00	367,202.00

	22-23 Budget Amended	22-23 Actual	23-24 Budget Amended	23-24 Actual (as of 5-14-24)	24-25 Budget PROPOSED
EXPENSES PARK & RECREATION DEPARTMENT	- 5000.14				
P&R - PERSONAL SERVICES - 5001.14					
Wages (5002.14)					
1 part-time employee	17,000.00	10,632.00	17,000.00	9,761.00	17,000.00
1 seasonal employee					
Social Security (5011.14)	1,300.00	1,025.00	1,300.00	728.00	1,301.00
OESC (5021.14)	170.00	106.00	170.00	112.00	170.00
Workers Compensation (5041.14)	1,000.00	588.00	650.00	541.00	600.00
Total P&R - PERSONAL SERVICES	19,470.00	12,351.00	19,120.00	11,142.00	19,071.00
P&R - MATERIAL & SUPPLIES - 5100.14		_	=		
Supplies, Maint & Repair (5102.14)	1,460.00	1,395.00	2,200.00	1,322.00	2,200.00
Gasoline & Oil (5106.14)	1,000.00	847.00	1,000.00	404.00	1,000.00
Building/Grounds M&R (5113.14)					
Spraying & Fertilization \$4625	6,040.00	6,040.00	5,500.00	4,498.00	5,750.00
Flower Bed Maint. \$1,125			-		
Total P&R - MATERIALS & SUPPLIES	8,500.00	8,282.00	8,700.00	6,224.00	8,950.00
P&R - OTHER SERVICES & CHARGES (5300.14)		_	<u>-</u>	-	
Insurance (5311.14)					
General Liability, Auto, Property	440.00	344.00	360.00	350.00	400.00
Electricity (5321.14)	850.00	849.00	900.00	704.00	800.00
Waste Disposal (5323.14)	140.00	140.00	115.00	144.00	140.00
Total P&R - OTHER SERVICES & CHARGES	1,430.00	1,333.00	1,375.00	1,198.00	1,340.00
P&R - CAPITAL OUTLAY		, , , , , , , , , , , , , , , , , , , ,	•	,	,
Capital Outlay (5501.14)					
Park Playground (ARPA Grant)			2,600.00	4,195.00	640,000.00
Total P&R - CAPITAL OUTLAY	-	-	2,600.00	4,195.00	640,000.00
Total Expenses P&R without Capital Outlay					
	29,400.00	21,966.00	29,195.00	18,564.00	29,361.00
Total Expenses P&R with Capital Outlay	29,400.00	21,966.00	31,795.00	22,759.00	669,361.00

	-	1 2025-2024 1	suaget morr	isireet	
	22-23 Budget Amended	22-23 Actual	23-24 Budget Amended	23-24 Actual (as of 5-14-24)	24-25 Budget PROPOSED
EXPENSES FIRE DEPARTMENT - 5000.16					
FD - PERSONAL SERVICES - 5001.16					
Annual Reimbursement (5002.16)	5,500.00	5,500.00	8,000.00	6,500.00	8,000.00
Pension (5031.16)	1 200 00	600.00			
Based on 12 Firefighters	1,300.00	600.00	1,400.00	600.00	960.00
Workers Compensation (5041.16)	600.00	537.00	600.00	485.00	533.00
Total FD - PERSONAL SERVICES	7,400.00	6,637.00	10,000.00	7,585.00	9,493.00
FD - MATERIALS & SUPPLIES - 5100.16					
Supplies, Maint. & Repair (5102.16)					
Overhaul Pump at Station 1 \$5,000					
Clothing \$8,000	23,855.00	21,009.00	25,108	16,773.00	33,000.00
Gasoline & Oil (5106.16)	6,507.00	6,084.00	5,500.00	6,521.00	7,000.00
Clothing (5107.16)	8,000.00	8,175.00	31,373.00	8,022.00	-
Fire Runs (5108.16)	4,000.00	3,972.00	3,500.00	2,613.00	7,500.00
Travel Per Diem (5109.16)	-	253.00	3,000.00	209.00	-
Building Maint. & Repair (5113.16)	5,000.00	10,160.00	2,500.00	204.00	1,000.00
Training & Travel (5120.16)	4,440.00	2,149.00	2,000.00	764.00	2,000.00
Total FD - MATERIALS & SUPPLIES	51,802.00	51,802.00	72,981.00	35,106.00	50,500.00
D - OTHER SERVICES & CHARGES - 5300.16					
Insurance (5311.16)					
General Liability, Auto, Property	4,953.00	5,193.00	7,527.00	5,915.00	6,500.00
Electricity (5321.16)	2,475.00	2,096.00	2,100.00	1,877.00	2,200.00
Heating (5322.16)	2,215.00	2,216.00	1,850.00	2,107.00	2,000.00
Waste Disposal (5323.16)	140.00	140.00	115.00	144.00	140.00
Contractual (5325.16)					
Telephone					
iPad Fees for GeoSafe \$748/annual	222.22	502.00	500.00	676.00	6.500.00
Fire Reporting Software \$4,031/annual	800.00	582.00	600.00	676.00	6,500.00
Radio Network Subscription/annual					
Association Dues (5331.16)	2,000.00	302.00	1,800.00	1,393.00	1,400.00
Total FD - OTHER SERVICES & CHARGES	12,583.00	10,529.00	13,992.00	12,112.00	18,740.00
	12,583.00	10,529.00	13,992.00	12,112.00	18,740.00
Capital Outlay	I				
Wildland Gear \$21,875 (Plains All American					
Grant, Cleveland County Public Safety Grant)					
anker Truck & Outfitting \$228,310 (Cleveland					
County Public Safety Grant - \$80,554)	101,145.00	51,317.00	218,205.00	60,311.00	339,593.0
Brush Truck & Outfitting \$89,408 (ACOG/REAP	101,145.00	31,317.00	216,205.00	00,311.00	339,393.0
Grant)					
siunt)					
Fotal FD - CAPITAL OUTLAY	101,145.00	51,317.00	218,205.00	60,311.00	339,593.00
Total Expenses FD without Capital Outlay	71,785.00	68,968.00	96,973.00	54,803.00	78,733.00
Total Expenses FD with Capital Outlay	172,930.00	120,285.00	315,178.00	115,114.00	418,326.00
	172,330.00	120,203.00	313,170.00	113,114.00	710,320.00

	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual (as	24-25 Budget
	Amended		Amended	of 5-14-24)	PROPOSED
EXPENSES EMERGENCY MANAGEMENT - 5000.	17				
EM - PERSONAL SERVICES - 5001.17	<u> </u>	III		T T	T
Wages (5002.17)					24,700.00
Social Security (5011.17)					1,532.00
OESC (5021.17)					359.00
Workers Compensation (5041.17)					300.00
Total EM - PERSONAL SERVICES					26,891.00
EM - MATERIALS & SUPPLIES - 5100.16	_	_	-	_	
Materials & Supplies - (5102.17)					5,000.00
Training & Travel (5120.16)					2,000.00
Total EM - MATERIALS & SUPPLIES					7,000.00
EM -OTHER SERVICES & CHARGES - 5300.17		-		-	
Services and Charges - (5305.17)					3,000.00
,					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Total EM - OTHER SERVICES & CHARGES					3,000.00
EM - CAPITAL OUTLAY			- '-		
Capital Outlay (5501.18)					
Total EM CAPITAL OUTLAY					-
Total Expenses EM without Capital					
Outlay					36,891.00
Total Expenses EM with Capital Outlay					
- September 200 Capital Guilay					36,891.00

		1 2023-2024 1	buuget worr	ASHCCL	
	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual (as	24-25 Budget
	Amended		Amended	of 5-14-24)	PROPOSED
EXPENSES PLANNING & DEVELOPMENT - 5000	.18				
P & D - PERSONAL SERVICES - 5001.18					
Wages (5002.18)					
2 full-time employees			67,256.00	44,297.00	69,100.0
Social Security (5011.18)			5,145.00	3,980.00	5,287.0
OESC (5021.18)			673.00	428.00	691.0
Municipal Retirement (5031.18)			3,365.00	2,548.00	3,500.0
Workers Compensation (5041.18)			250.00	360.00	400.0
Health & Life Ins. (5051.18)			22,300.00	12,610.00	9,974.0
Total P & D - PERSONAL SERVICES	-	-	98,989.00	64,223.00	88,952.0
P & D - MATERIALS & SUPPLIES - 5100.18	 -				
Materials & Supplies (5102.18)			800.00	74.00	800.0
Software/Maintenance (5103.18)			1,400.00	1,145.00	1,200.0
I.T. Services			1,400.00	1,145.00	1,200.0
Gasoline & Oil (5106.18)			650.00	963.00	1,000.0
Travel Per Diem (5108.18)			750.00	754.00	
Training & Travel (5120.18)			1,000.00	565.00	3,000.0
Abatement (5141.18)			10,000.00	204.00	10,000.0
Total P & D - MATERIALS & SUPPLIES	-	-	14,600.00	3,705.00	16,000.0
P & D -OTHER SERVICES & CHARGES - 5300.18					
Insurance (5311.18)					
Auto			675.00	423.00	465.0
Association Dues (5331.18)			200.00	150.00	150.0
Total P & D - OTHER SERVICES & CHARGES	-	-	875.00	573.00	615.0
P & D CAPITAL OUTLAY					
Capital Outlay (5501.18)					
Total P & D CAPITAL OUTLAY	-	-	-	-	-
Total Expenses P&D without Capital Outlay					
	-	-	114,464.00	68,501.00	105,567.0
Total Expenses P&D with Capital Outlay	-	-	114,464.00	68,501.00	105,567.0
Total EXPENSES GF without Capital Outlay	567,848.00	545,751.00	647,881.00	430,837.00	617,754.0
Total EXPENSES GF with Capital Outlay				·	
. Classic Control Cupital Cataly	668,993.00	617,068.00	902,636.00	531,395.00	1,560,456.0

	22-23 Budget	22-23 Actual	23-24 Budget	23-24 Actual (as	24-25 Budget
	Amended		Amended	of 5-14-24)	PROPOSED
EXPENSES STREET DEPARTMENT - 5000.21					
S & A - PERSONAL SERVICES - 5001.21					
Wages (5002.21)	1,500.00		500.00		500.00
Social Security (5011.21)	115.00		40.00		40.00
OESC (5021.21)	15.00		5.00		5.00
Workers Compensation (5041.21)	121.00		50.00		50.00
Total S & A - PERSONAL SERVICES	1,751.00	-	595.00	-	595.00
S & A - MATERIALS & SUPPLIES - 5100.21	_	_	<u>-</u>	-	
Supplies, Maint. & Repair (5102.21)	3,000.00	1,396.00	1,500.00	109.00	1,000.00
Gasoline & Oil (5106.21)	100.00		100.00		100.00
Building Maint. & Repair (5113.21)	300.00		250.00		200.00
Total S & A - MATERIALS & SUPPLIES	3,400.00	1,396.00	1,850.00	109.00	1,300.00
S & A -OTHER SERVICES & CHARGES - 5300.21					
Total S & A -OTHER SERVICES & CHARGES	-	-	-	-	-
S & A CAPITAL OUTLAY					
Capital Outlay - (5501.21)	5,000.00	680.00			
Total S & A CAPITAL OUTLAY	5,000.00	680.00	-	-	-
Total Expenses S&A Fund without Capital					
Outlay	5,151.00	1,396.00	2,445.00	109.00	1,895.00
Total Expenses S&A Fund with Capital Outlay					
	10,151.00	2,076.00	2,445.00	109.00	1,895.00
Total BUDGET EXPENSE without Capital					
Outlay	572,999.00	547,147.00	650,326.00	430,946.00	619,649.00
Total BUDGET EXPENSE with Capital Outlay					
	679,144.00	619,144.00	905,081.00	531,504.00	1,599,242.00
-					

BUDGET ADOPTION RESOLUTION

TOWN OF SLAUGHTERVILLE, OKLAHOMA RESOLUTION NO. 2024-0522

A RESOLUTION APPROVING THE TOWN OF SLAUGHTERVILLE, OKLAHOMA BUDGET FOR THE FISCAL YEAR 2024-2025 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

WHEREAS, The Town of Slaughterville has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, The Chief Executive Officer has prepared a budget for the fiscal year ending June 30, 2025 (FY 2024-2025) consistent with the Act; and

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

WHEREAS, The budget has been formally presented to the Slaughterville Board of Trustees at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, The Slaughterville Board of Trustees has conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SLAUGHTERVILLE, OKLAHOMA:

SECTION 1. The Board of Trustees of the Town of Slaughterville does hereby adopt the FY 2024-2025 Budget on the 21st day of May 2024 with total resources available in the amounts outlined in attachment "A" of this resolution.

SECTION 2. The Board of Trustees does hereby authorize the Chief Executive Officer, or designee to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2024-2025, from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the Board of Trustees.

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

ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF SLAUGHTERVILLE THIS 21ST DAY OF MAY 2024.

	Mayor
ATTEST:	
Town Clerk	
(Seal)	
APPROVED AS TO FORM AND LEGALITY:	
Town Attorney	

RURAL ECONOMIC ACTION PLAN



Association of Central Oklahoma Governments 4205 N. Lincoln Blvd. | Oklahoma City, OK 73105 | 405.234.2264 | acogok.org

REAP CONTRACTS

PART I - CONTRACT SUMMARY

Contract Title:	Rural Economic Action	Rural Economic Action Plan (REAP) Funds				
Contract Number:	2024 REAP GRANT	E5-2024-12				
Contracting Agency:	Association of Centra	al Oklahoma Governments (ACOG)				
Grant Recipient:	Town of Slaughterville 10701 U.S Highway 77 Lexington, OK 73051					
Description of Project(s):	Purchase of a brush truck	pumper fire truck and equipment to outfit the				
FUNDS						
Amount: Source:	\$ 89,407.50 Senate Bill 1040, 58 th	ⁿ Oklahoma Legislature (2022)				
Submit Requisitions To:	Issue Payment To:					
Association of Central Oklal Attn: Sharon Astrin, CED Ma 4205 N. Lincoln Blvd. Oklahoma City, OK 73105						
AGREEMENT COMPONENT	S:					
Part I - Summary and Signa Part II - Terms and Conditio						
SIGNATURES - EXECU	TION OF CONTRA	СТ				
RECIPIENT: Town of Slaug	hterville	Association of Central Oklahoma Governments				
Authorized Official		Mark W. Sweeney, AICP, Executive Director				
Date		<u>4/24/2024</u> Date				



PART II - TERMS AND CONDITIONS

1. TERM OF CONTRACT

This Agreement shall become effective on the date signed by ACOG and shall remain in effect for a period of one year unless extended in accordance with the provisions in this contract.

2. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Association of Central Oklahoma Governments (ACOG) by the State of Oklahoma for the REAP Program. Notwithstanding any other provisions, payments to the Recipient by ACOG are subject to the availability of such funds, as determined by State action and/or law. ACOG may take any action necessary in accordance with such determination.

3. MODIFICATION (AMENDMENT)

- **a.** This contract is subject to such modification as may be required by State law or regulations. Any such modification may be done unilaterally by ACOG.
- **b.** Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of both parties.
- c. Revisions to the contract must be approved in writing in advance by ACOG.
- **d.** A waiver by ACOG of any provision of this contract must be in writing and signed by the Executive Director of ACOG or his designee.

4. FUNDING

ACOG will provide funding for the project up to the total contract amount, and in accordance with Section 2 of this contract.

5. RECIPIENT

- a. The Recipient will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish all projects in accordance with the terms and conditions of this contract. The Recipient agrees to perform those duties, obligations, and representations contained in this contract and all amendments thereto submitted to and accepted by ACOG, and to be bound by the provisions of all -subcontracts, said recipient's grant application E5-2024-12 being incorporated herein and made a part hereof by reference.
- **b.** All of the work and services required shall be performed by the Recipient, or be performed under the Recipient's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- **c.** None of the work and services covered by this contract may be subcontracted without prior written approval of ACOG.
- **d.** In no event will this contract or any subcontract incur obligation on the part of ACOG beyond that stated in Section 3, above.

6. EMPLOYEE BENEFITS

The Recipient shall have full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and Federal income tax, and any other deductions required by law for their employees.

7. CERTIFICATIONS BY RECIPIENT

- **a.** The Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Recipient recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.
- **b.** The Recipient specifically certifies and assures that:
 - It will adhere to State and Federal regulations pertaining to non-discrimination and the Americans with Disabilities Act.
 - It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.
- c. The Recipient certifies that it is in compliance with the provisions of 25 O.S. §1313.
- d. The Recipient specifically certifies that the nature, extent, and scope of the project to be funded is one and the same project as described in part one of this contract and as described in the recipient's grant application for project funds. The said recipient's grant application E5-2024-12; due date May 30, 2025, being incorporated herein and made a part hereof by reference.

8. HOLD HARMLESS CLAUSE

The Recipient shall, within limitations placed on such entities by State law, save harmless ACOG, its agents, officers, and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Recipient or any subcontractor. The Recipient shall, within limitations placed on such entities by State law, save harmless ACOG, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for the Recipient, the Recipient will specify that such subcontractors or agents shall hold harmless ACOG, its agents, officers, and employees for all the hereinbefore-described expenses, claims, actions, or amounts recovered.

9. POLITICAL ACTIVITY

- a. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office; nor shall any portion of the contract funds be used to further the adoption or defeat of any bond, proposal, or issue brought to a vote of the people.
- b. No portion of the contract funds may be used for lobbying activities.



10. PAYMENTS TO COMPANIES

- a. No contract funds may be paid to any corporation, limited liability company, partnership, sole proprietor, or other private entity except for services provided pursuant to a contract or as otherwise provided by Recipient's procurement policies.
- **b.** No contract funds may be loaned to any corporation, limited liability company, partnership, proprietor, or other legal entity.

11. NO-CONFLICT COVENANT

The Recipient covenants that no members or employees of any governing board of the Recipient or subcontractor have any personal or financial interest in this contract, direct or indirect, and that none shall acquire any such interest that would conflict with the full and complete execution of this contract. The Recipient further covenants that in the performance of this contract no person having any such interest will be employed by the Recipient or subcontractor as set forth in the Non-Collusion Affidavit attached hereto as "Exhibit A" and made a part hereof by reference.

12. PUBLICATIONS AND OTHER MATERIALS

- a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ACOG shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.
- **b.** Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:
 - This (type of material) was financed in whole or in part by funds from the State of Oklahoma as administered by the Oklahoma Department of Commerce.

13. COMPENSATION TO RECIPIENT

- a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ACOG. No contract funds shall be used for expenses incurred either prior to or after the time period specified in this Contract. Contract funds shall not be used for any purpose other than those approved and agreed to by ACOG.
- **b.** The funds provided under this contract shall not be used to pay any administrative/planning expenses of the entity requesting the funds or any subcontractor, or any expenses of the Recipient or subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. § 2011(C).
- c. ACOG may provide for and make progressive payments to Recipient of the amount due Recipient's contractors and/or suppliers. ACOG shall require written assurances from Recipient that the work claimed on any such progressive billings has been performed or the materials received, prior to paying Recipient's progressive and final billing. ACOG may provide for and make advance payments of grant funds to Recipients of amounts due Recipients' contractors and/or suppliers, as ACOG deems necessary and appropriate, subject to availability of funds from the State.



14. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

15. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with contract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. §85.1, et seq.

16. RECORDS, REPORTS, DOCUMENTATION

- **a.** The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly document and account for all project funds. Some specific types and forms of records may be required by ACOG.
- **b.** The Recipient shall furnish ACOG with narrative reports and financial reports related to this contract in the forms and at such times as may be required by ACOG.
- c. The Recipient shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Recipient shall, as ACOG deems necessary, permit authorized representatives of ACOG and the State of Oklahoma to have full access to and the right to fully examine all such materials.
- **d.** The Recipient has not paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. CLOSING OUT OF PERIOD FUNDED

- **a.** The Recipient shall promptly return to ACOG and the Rural Economic Action Plan fund any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.
- **b.** The Recipient shall submit closeout documents no later than thirty (30) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- c. When actual expenditures total less than the contract amount, the contract shall automatically be deobligated to actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to ACOG and the Rural Economic Action Plan fund.

18. INTERPRETATION, REMEDIES

- **a.** In the event the parties fail to agree on changes or interpretations of this contract, the decision of ACOG shall prevail.
- **b.** In the event of any disagreement between the Recipient and ACOG relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of ACOG shall prevail.

- c. Neither forbearance nor payment by ACOG shall be construed to constitute waiver of remedies for any default or breach by the Recipient or subcontractor that exists or occurate.
- d. This Agreement shall be construed in accordance with the Constitution and laws of the State of Oklahoma. Venue for any action to construe or have enforced any provision of this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma.

19. TERMINATION OR SUSPENSION, LIQUIDATED DAMAGES

- **a.** This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- **b.** This contract may be terminated or suspended by ACOG, in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
 - Recipient fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines, or procedures, or is unduly dilatory in executing its commitments under this contract.
 - Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, the Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Recipient shall reduce to the minimum possible all obligations, prepaid expenses, and other costs.
- **d.** The Recipient shall not be relieved of liability to ACOG for damages sustained by ACOG by virtue of any breach of this contract by Recipient or subcontractor. ACOG may withhold payments due under this contract pending resolution of the damages.
- e. Recipient shall have one (1) year from beginning day of the term of this contract to complete the project. The Executive Director of ACOG may, as he deems appropriate, grant Recipient a ninety (90) day extension after the end of said one (1) year period to complete the project. The ACOG Board may, as it deems appropriate, grant Recipient an additional ninety (90) day extension to complete the project.

20. AUDITS

- **a.** ACOG may obtain and review audits of the Recipients to fulfill its responsibility to ensure that all projects funded through ACOG comply with the provisions of this agreement. Such an audit of the project may be performed coincidental to any required annual financial audit of the Recipient.
- **b.** In the alternative, ACOG may collect documentation on all the projects it funds and have that documentation audited to insure that those projects have been performed in compliance with the provisions of this contract. Such an audit of those projects may be performed in conjunction with any required annual financial audit of ACOG.



21. ENTIRE AGREEMENT

This contract constitutes the entire agreement between ACOG and the Recipient and is final and complete. No evidence of alleged prior dealings, course of dealing or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this contract, or to add any stipulation or obligation different from or inconsistent with the express provisions of this contract.

22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

RECIPIENT - <u>Town of Slaughterville</u>	Association of Central Oklahoma Governments
Signature of Authorized Official	Mark W. Sweeney, AICP, Executive Director
Typed/printed name and title	<u>4/25/2024</u> Date
Date	

TOWN OF SLAUGHTERVILLE ZONING COMPLIANCE PERMITS ISSUED IN 2022

TYPE	# of Permits Issued	New/Replaced
REMODEL OR ADDITIONS	0	21 New
MODULAR HOMES	0	10 Replaced
NEW MANUFACTURED HOMES – SINGLE	3	6 N/A
NEW MANUFACTURED HOMES – DOUBLE	8	
NEW CONSTRUCTION RESIDENTIAL	12	
SHOP W/RESTROOM	6 (1-marijuana,	1-wedding venue, 1-home
	office)	
SHOP W/LIVING QUARTERS	0	
USED MANUFACTURED HOMES – SINGLE	6	
USED MANUFACTURED HOMES – DOUBLE		
MOVE – IN	0	
NEW COMMERCIAL	0	
REMODEL COMMERCIAL	1	
EXPIRED	0	
TINY HOME	0	
TOTALS:	37	37

SUBDIVISIONS WHERE PERMITS WERE ISSUED

ZONING/PLANNING AREAS

Subdivision	Permits Issued	<u>A</u>	<u>B</u>	<u>C</u>
Banner Oaks	1	Agricultural: 5	Agricultural: 7	Agricultural: 15
Elmo Estates	3	Residential: 1	Residential: 6	Residential: 2
Chouteau Springs	1	Commercial:		
Hideaway Acres II	1			
Hilltop Heights Est	2			
Lexington East Survey	1			

Total Issued in a Subdivision: 9
Total Not in a Subdivision: 28

COMPARISON

Year	# of Permits Issued	Reported Value
2011	33	2,496,900
2012	56	4,393,917
2013	30	2,168,751
2014	32	3,277,621
2015	23	2,229,900
2016	27	2,182,652
2017	31	2,185,408
2018	40	4,317,200
2019	36	3,784,103
2020	51	6,809,494
2021	45	5,451,474
2022	37	6,111,483

TOWN OF SLAUGHTERVILLE ZONING COMPLIANCE PERMITS ISSUED IN 2023

TYPE	# of Permits Issued	New/Replaced
EXPIRED	1	13 New
MODULAR HOMES	0	19 Replaced
MOVE-IN	0	22 N/A
NEW CONSTRUCTION COMMERCIAL	0	
NEW CONSTRUCTION RESIDENTIAL	17	
NEW MANUFACTURED HOMES-DOUBLE	2	
NEW MANUFACTURED HOMES-SINGLE	5	
REMODEL OR ADDITIONS-COMMERCIAL	1	
REMODEL OR ADDITIONS-RESIDENTIAL	3	
RV (TEMPORARY)	12	
SHOP W/RESTROOM	5	
SHOP W/LIVING QUARTERS	1	
TINY HOME	4	
USED MANUFACTURED HOMES-DOUBLE	1	
USED MANUFACTURED HOMES-SINGLE	2	
TOTALS:	54	54

SUBDIVISIONS WHERE PERMITS WERE ISSUED

ZONING/PLANNING AREAS

Subdivision	Permits Issued	A B C
117 th Survey	1	Agricultural: 8 Agricultural: 8 Agricultural:11
Acelco MHP	1	Residential: 7 Residential: 17 Residential:2
Apple Brook	2	Commercial: 1
Banner Woods Est	1	
Cedar Hills Est	3	
Elmo Estates	7	
Hideaway Acres II	2	
Hilltop Heights Est	1	
Lexington East Survey	1	
Spring Creek	1	
Sun Country	1	
Timber Trail	3	
Windridge Addition	1	
Woods Acres	1	
Total Issued in a Subdi	vision: 26	
Total Not in a Subdivis	ion: 28	

COMPARISON

Year	# of Permits Issued	Reported Value
2013	30	2,168,751
2014	32	3,277,621
2015	23	2,229,900
2016	27	2,182,652
2017	31	2,185,408
2018	40	4,317,200
2019	36	3,784,103
2020	51	6,809,494
2021	45	5,451,474
2022	37	6,111,483
2023	54	6,945,230

RESOLUTION 2024-0523

A RESOLUTION ESTABLISHING AN ECONOMIC DEVELOPMENT COMMITTEE; PROVIDING ITS RESPONSIBILITIES; APPOINTMENTS; TERMS OF OFFICE; ELECTIONS; AND MEETINGS AND PROCEDURAL RULES FOR THE TOWN OF SLAUGHTERVILLE.

WHEREAS, the Board of Trustees of the Town of Slaughterville, Oklahoma has prioritized creating an Economic Development Committee as a Trustee Goal; and

WHEREAS, a large majority of Slaughterville citizens commute elsewhere for employment; and

WHEREAS, promoting the creation and retention of local jobs will help build a stronger community; and

WHEREAS, there is not an existing organization that promotes economic development in Slaughterville; and

WHEREAS, the establishment of a committee to advise and make recommendations to Board of Trustees on economic development policy and issues will help enhance economic prosperity;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SLAUGHTERVILLE:

Section 1. Establishment. An Economic Development Committee (EDC) is hereby established.

Section 2. Responsibility. To design, develop, and promote an economic development strategic plan. To provide oversight and review of economic development marketing strategies and products. To enhance communication and understanding of economic development strategies, and build relationships between the Slaughterville public sector, community, and business community. To act as a forum for sharing information on best economic development practices, current issues, and resources available for communities and businesses. To encourage connections and coordination with other regional, state, and national organizations working for the benefit of economic growth and enhancement of the Slaughterville area economy. To respond to additional matters relating to economic development as requested by the Board of Trustees.

Section 3. Appointment. There shall be five (5) voting members of the Slaughterville EDC, which shall be made by nomination by the Board of Trustees and approved by a majority vote. A majority of SEDC members shall be from the private sector. Members shall live, work, or have significant interest in economic development in the Town of Slaughterville.

The SEDC should include:

- 1) members with a background in business or who are part of an organization that promotes economic development.
- 2) members who are geographically distributed throughout the town.

- 3) members who represent a wide range of business sectors and types in Slaughterville.
- 4) members with demonstrated leadership, commitment, and expertise.

Members of the SEDC will be appointed by the Slaughterville Board of Trustees for terms up to three years, or a portion of three years if appointed to fill an unexpired term. Expiration dates for terms shall be staggered so that no more than one-third or up to three of the members' terms will expire in any year.

Members missing three (3) consecutive meetings will be considered for removal. The Committee will present a written recommendation to the Board of Trustees for their action.

Section 4. Term of Office. Committee members shall be appointed by the Board of Trustees for three-year terms or to fill the remainder of a three-year term. A member who is absent from three (3) consecutive meetings will be considered for removal for non-performance of duty by the Board of Trustees.

Section 5. Election. At its first meeting, the Committee shall elect a Chairperson and Vice-Chairperson who shall serve at the pleasure of the Economic Development Committee (EDC). Thereafter, officers shall be elected pursuant to the EDC Bylaws.

Section 6. Staff Report. The Town Administrator and Planning & Development Administrator shall serve as staff members and may propose and recommend items for consideration by the Committee.

Section 7. Meeting and Rules. A majority of the Committee shall constitute a quorum. The Committee shall make recommendations to the Board of Trustees consistent with the laws of the State of Oklahoma, town ordinances, and Code of Ethics for the Town of Slaughterville. The Committee shall meet at such times and places as may be fixed by the Committee, but no less than once each quarter. The Economic Development Committee shall at all times abide by the provisions of the Oklahoma Public Meeting Laws and the Economic Development Committee Bylaws (Attachment A).

ADOPTED and **APPROVED** by the Board of Trustees of the Town of Slaughterville, Oklahoma, this 21st day of May 2024.

TOWN OF SLAUGHTERVILLE, OKLAHOMA

Troy Taylor, Mayor	
	Troy Taylor, Mayor

ATTACHMENT A

Town of Slaughterville Economic Development Committee

BYLAWS

ARTICLE I – NAME

Slaughterville Economic Development Committee, which is also known as the "SEDC."

ARTICLE II – AUTHORIZATION

Established by resolution by the Slaughterville Board of Trustees, Resolution No. 2024-0523, passed May 21, 2024.

ARTICLE III – PURPOSE

- A. Advise and make recommendations to the Board of Trustees on economic development policy and issues to support advancing the economy and prosperity.
- B. Work to create and promote the Slaughterville Economic Development Strategic Plan.

ARTICLE IV – RESPONSIBILITIES/OBJECTIVES

- A. To design, develop, and promote an economic development strategic plan.
- B. To provide oversight and review of economic development marketing strategies and products.
- C. To enhance communication and understanding of economic development strategies, and build relationships between the Slaughterville public sector, community, and business community.
- D. To act as a forum for sharing information on best economic development practices, current issues, and resources available for communities and businesses.
- E. To encourage connections and coordination with other regional, state, and national organizations working for the benefit of economic growth and enhancement of the Slaughterville area economy.
- F. To respond to additional matters relating to economic development as requested by the Board of Trustees.
- G. To provide regular reports to the Board of Trustees.

ARTICLE V – ORGANIZATION AND STRUCTURE

Section 1. Appointment.

- A. There shall be five (5) voting members of the Slaughterville EDC, which shall be made by nomination by the Board of Trustees and approved by a majority vote of the Trustees. A majority of SEDC members shall be from the private sector.
- B. Members shall live, work, or have significant interest in economic development in the Town of Slaughterville.
- C. The SEDC should include:
 - 1) members with backgrounds in economics and business;
 - 2) members who are geographically distributed throughout the industrial and commercial zones of the town;
 - 3) members who represent a wide range of business sectors and types in Slaughterville; and
 - 4) members with demonstrated leadership, commitment, and expertise.
- D. Ex-officio representatives of related organizations and the business community may also be invited to participate in SEDC meetings and work sessions as determined by the voting members of the SEDC.
- E. Members of the SEDC will be appointed by the Slaughterville Board of Trustees for terms up to three years, or a portion of three years if a member is appointed to fill an unexpired term. Expiration dates for terms shall be staggered so that no more than one-third or up to three of the members' terms will expire in any year.

Section 2. Officers.

- A. Town staff or designee shall serve as Recording Secretary.
- B. The duties and powers of the officers of the Slaughterville Economic Development Commission, who shall be elected annually in July, shall be as follows:
 - 1) Chair
 - Preside at all meetings of the Commission.
 - Development of a written agenda in sufficient time to allow for distribution to Commission prior to any regular meeting.
 - Call special meetings of the Commission in accordance with the Bylaws.

- See that all action of the Commission is properly taken.
- Presents the Commissions views, recommendations, or actions to the Board of Trustees and any other appropriate body as designated by the Mayor, Trustees, or Trustees liaison to the Commission.
- Co-Sign official documents of the SEDC, with the Recording Secretary.

2) Vice Chair

- During absence, disability, or disqualification of the Chair, the Vice Chair shall exercise or perform the duties and be subject to all of the duties of the Chair.
- C. The following position is filled by Town of Slaughterville staff assigned to the SEDC and is not a member of the Board.

Recording Secretary

- Keep summary minutes of all meetings of the SEDC;
- Give or serve all notices required by law or required in the SEDC;
- Keeps and maintains the By-laws, as they may be amended from time to time;
- Prepare the agenda of all meetings of the SEDC;
- Be custodian of SEDC records;
- Inform the SEDC of correspondence relating to business of the SEDC and attend to such correspondence; and
- Co-Sign official documents of the SEDC, with Chair.

ARTICLE VI - MEETING PROCEDURES AND QUORUM

- A. The SEDC shall hold regularly scheduled meetings. Members will be reminded by written notice, including electronic means such as email, at least five (5) days prior to the scheduled meetings. The notice will include the date, time, location, and agenda for the meeting. The SEDC shall schedule and publish regular meeting dates on a quarterly basis. All other meetings shall be special meetings. Summary minutes shall be taken for all meetings and shall be available for viewing by anyone, on request. Minutes are to be distributed to all members for review prior to their approval.
- B. Special meetings may be called at any time by the Chair or by a petition signed by not less than three of the SEDC members, setting forth and the reason for calling such a meeting.
- C. SEDC meetings shall be publicized in accordance with the Oklahoma Public Meetings Law.

- D. A majority of current membership entitled to vote shall constitute a quorum for the transaction of business.
- E. Robert's Rules of Order shall guide the SEDC in all cases not otherwise provided for in these rules. All final determination of procedure shall be the responsibility of the Chair.
- F. Matters referred to the SEDC by Board of Trustees shall be placed on the calendar for consideration and action at the first regular meeting of the SEDC after such reference, providing that an appropriate amount of time is allowed for public notice if required by law.
- G. Committees and subcommittees shall meet at the call of the SEDC Chair and the respective committee or subcommittee.
- H. The Chair has the right to vote whenever a vote is cast. In the case of a tie vote with the Chair voting, the motion fails.
- I. A report of the SEDC activities shall be made to the Board of Trustees no less than annually.

ARTICLE VII – AMENDING BY-LAWS

Amendment to these bylaws may be made by the Board of Trustees or may be proposed by the Economic Development Committee to the Board of Trustees. The Board of Trustees will consider all amendments proposed by a majority of the Economic Development Committee.

ARTICLE VIII - APPROVALS

The above bylaws for the Slaughterville Economic Development Commission have been duly considered and reviewed and are hereby recommended for adoption by the Slaughterville Board of Trustees this 21st day of May 2024.

ORDINANCE NO. 114 ANIMAL REGULATIONS

AN ORDINANCE OF THE TOWN OF SLAUGHTERVILLE, OKLAHOMA, REPEALING PROVISIONS REGARDING ANIMAL REGULATIONS SET FORTH IN PART 4, §§4-103, 4-104, 4-106 AND 4-110 AND REPLACING THE SAME WITH NEW PART 4, §§4-103, 4-104, 4-106, 4-110 AND 4-114 OF THE TOWN CODE OF ORDINANCES PROVIDING FOR KENNEL LICENSING AND REGULATIONS; PROVIDING FOR A MAXIMUM NUMBER OF DOGS WITHIN ZONING DISTRICTS, DEFINING TERMS; DEFINING A NUISANCE OF THIS ORDINANCE; AND DECLARING AN EMERGENCY. ALL OTHER SECTIONS SET FORTH IN PART 4 SHALL REMAIN IN FULL EFFECT.

BE IT ORDAINED BY THE TOWN BOARD OF TRUSTEES OF SLAUGHTERVILLE, OKLAHOMA:

PART 4

ANIMAL REGULATIONS

§ 4-101	Citation, authority and jurisdiction.
§ 4-102	Purpose.
§ 4-103	Proper care and treatment of animals.
§ 4-104	Definitions.
§ 4-105	Containment of animals.
§ 4-106	Zoning requirements and setbacks.
§ 4-107	Kennel licensing requirements.
§ 4-108	Consideration of applications.
§ 4-109	License certificate.
§ 4-110	Standards for the humane handling, care, and treatment of dogs and cats
§ 4-111	Nuisance.
§ 4-112	Administration and enforcement.
§ 4-113	Violations and penalties.
§ 4-114	Emergency Provision

Cross Reference: See also §13-119, Zoning Miscellaneous Provisions.

§ 4-103 PROPER CARE AND TREATMENT OF ANIMALS.

All animals kept within the town shall be properly cared for and treated humanely. Each person who harbors or owns an animal shall provide for the animal's basic needs of shelter, food, water, and exercise. Each person who harbors or owns an animal shall also provide for the animal's vaccinations in accordance with State laws and regulations.

A. It shall be lawful for a person to kill any animal of the family canidae or the family felidae found chasing livestock off the premises of the owner of such animal if the person is the owner or occupant of the property on which the animal is chasing the livestock or if the person is

authorized to kill such an animal by the owner or occupant of such property, as established and set forth by Title 4 O.S. §41 et.seq.

- B. It is unlawful for any person to:
- 1. Willfully or maliciously kill, injure, maim, disfigure, torture, beat with a stick, chain, club or any other object, mutilate, burn or scald with any substance, overdrive or overload an animal. Nothing herein shall negate a landowner's right to defend themselves or another person against an animal that threatens health and safety, or the lawful killing of animals. This section is not intended to prevent citizens from raising animals for food sources, and humanely killing such animals for consumption.
- 2. To fail or refuse to provide for, or neglect any animal in his charge or custody, as owner or otherwise, with proper food, drink, shade, care or shelter from all elements;
- 3. To carry any animal in or upon any vehicle in a cruel or inhumane manner or otherwise cruelly treat any animal;
- 4. To make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with any harmful or poisonous substance. It is not the intent of this section to prohibit the use of poisonous substances for the control of vermin of significance to public health as allowed by the health department, appropriate state or federal agency(ies), or town officials; or
- 5. to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which one or more animals, fowl or birds are engaged for the purpose of injuring, killing, maiming, or destroying themselves or any other animal; or to keep a house, pit, or other place used for fights between animals, birds or fowl. [Ord. No. 92, 3/20/12, Ord. No. 114, 5/21/2024].

§ 4-104 DEFINITIONS.

As used in this ordinance, the following terms shall have the meanings respectively ascribed to them in this section:

"Animals at Large" shall mean not being on their own property, or within five (5) feet from their owner or keeper.

"Cat" shall mean a mammal that is wholly or partly of the species felis domesticus.

"Code Enforcement Officer" or "Inspector" shall mean the person or the board who is responsible for the administration or enforcement of these regulations.

"Commercial Pet Breeders" shall mean those breeders who are licensed by the State of Oklahoma and meet all requirements of state law pertaining to breeders as set forth in Title 4 O.S. §30.1 et.seq.

"Dog" shall mean a mammal that is wholly or partly of the species canis familiaris.

"Facility" shall mean the premises used by a person for keeping, housing, or breeding animals. The term includes all buildings, property and confinement areas in a single location used to conduct such activity.

"Kennel" shall mean any use of premises, whether for profit, compensation or non-profit, for the purposes of boarding, breeding or selling dogs, cats, or other pets, consisting of ten (10) animals or more of the same species, but not including those which are offspring born on the premises which are twelve (12) weeks or younger in age. All kennels must comply with the Specific Use Permits.

"Kennel Licensee" shall mean a person who received or is seeking a license to operate a kennel from the Town of Slaughterville.

"Kitten" means a cat less than twelve (12) weeks old.

"Nuisance" means offensive odor, excessive waste, excessive noise, contamination, irritation, pain, annoyance, harmful or any other matter that is considered offensive to an individual or the general public.

"Owner" shall mean any person, firm or corporation owning, harboring or keeping an animal. The occupant of any premises on which a domesticated, tamed, or feral animal remains, or to which it customarily returns, for a period of ten (10) days or more, shall be deemed to be harboring or keeping the animal.

"Person" shall mean any individual, association, trust, corporation, limited liability company, partnership, or other entity.

"Puppy" means a dog less than twelve (12) weeks old.

"Substantially Improve" shall mean any repair or change, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure.

"Town" shall mean the Town of Slaughterville, Cleveland County, Oklahoma.

"Veterinarian" shall mean any person currently licensed to practice veterinary medicine in Oklahoma. [Ord. No. 92, 3/20/12, Ord. No. 114, 5/21/2024].

§ 4-106 ZONING REQUIREMENTS AND SETBACKS.

A. Animal raising, animal zoos, animal care facilities, animal sanctuaries, kennels, and all other activities relating to animals shall be located in only those areas and zoning districts as identified in §§13-124, et.seq., 13-130 et.seq., and 13-168(5) Zoning.

- B. There shall be a limitation of cats and dogs in residential zoned districts, R-1, R-2, R-3 and RL-1 to a total of four (4) of both combined species, per residentially zoned parcel or tract of land.
- C. There shall be a limitation of cats and dogs in zoning districts, AR-1, AR-2, C-1, C-2, I-1, I-2, IN-1 and M-1 to a total of seven (7) with no more than seven (7) of any one species.
- D. It shall be unlawful for any person to own more than the established number of dogs or cats, for the proposed zoning. A violation will be considered a nuisance and brought before the Board of Trustees for further consideration of action to abate the nuisance.
- E. A kennel license shall be required for any person who is selling for commercial purposes, or who is keeping animals as a non-profit for re-homing purposes, or for those purposes as defined in this ordinance. A kennel license from the town as required by this ordinance. Kennels are only allowed in zoning districts AR-1 and AR-2 as a Specific Use Permit, and all provisions set forth in the zoning ordinance, specifically, §§13.113.1 through 13.113.5 shall be fully complied with. Side and rear setbacks for kennel facilities shall be a minimum of 100 feet; front setbacks shall be those established in §13-119 Zoning. [Ord. No. 92, 3/20/12, 5/21/2024]
- F. There shall be a limitation of grazing livestock in residential zoned districts, R-1, R-2, R-3 and RL-1:
- 1. In residential zoned districts, all livestock including but not limited to, horses, cattle, and llamas, shall be limited to one (1) animal per penned acre.
- 2. In residential zoned districts, goats and sheep shall be limited to five (5) animals per penned acre.
- 3. The above limitations are mutually exclusive; one (1) large animal cannot also be held on one (1) acre that also houses sheep, goats or swine.
- 4. In residential zoned districts, chickens (or singular size poultry such as guinea-fowl) shall be limited to twenty (20) per penned acre and turkeys (or similar size poultry such as peacocks) to five (5) per penned acre, unless other livestock are also raised on that acre.
- 5. Ten (10) chickens or other small poultry or (2) turkeys or geese or other poultry of similar size may be housed on one (1) acre that also houses one (1) large animal, or one (1) swine, or five (5) or fewer goats or sheep.
- 6. In the event offspring are born to any of the above animals the owner may keep the offspring until sixty (60) days past weaning age. This rule cannot be violated even in short-term except by boarding animals for an overnight period of time. This regulation shall not be interpreted to supersede more restrictive regulations found in covenants or restrictions in a homeowner's association.
- G. In residential zoned districts, swine shall be limited to one (1) per acre. [Ord. No. 92, 3/20/12, Ord. No. 114, 5/21/2024].

§ 4-110 STANDARDS FOR THE HUMANE HANDLING, CARE, AND TREATMENT OF DOGS AND CATS.

All kennels shall meet the following requirements:

- A. Housing facilities, general. Facilities and operating standards.
- 1. Structure and construction. Housing facilities for dogs and cats must be designed and constructed so that they are structurally sound. They must be kept in good repair, and they must protect the animals from injury, contain the animals securely, and restrict other animals from entering.
- 2. Condition and site. Housing facilities and areas used for storing animal food or bedding must be free of any accumulation of trash, waste material, junk, weeds, and other discarded materials. Animal areas inside of housing facilities must be kept neat and free of clutter, including equipment, furniture, and stored material, but may contain materials actually used and necessary for cleaning the area, and fixtures or equipment necessary for proper husbandry practices. Kennel facilities must be physically separated from any other business. If a housing facility is located on the same premises as another business, it must be physically separated from the other business so that animals the size of dogs, skunks, and raccoons are prevented from entering.

3. Surfaces:

- a) General requirements: The surfaces of housing facilities including houses, dens, and other furniture-type fixtures and objects within the facility must be constructed in a manner and made of materials that allow them to be readily cleaned and sanitized, or removed or replaced when worn or soiled. Interior surfaces and any surfaces that come in contact with dogs or cats must:
 - 1) Be free of excessive rust that prevents the required cleaning and sanitization, or that affects the structural strength of the surface; and
 - 2) Be free of jagged edges or sharp points that might injure the animals.
- b) Maintenance and replacement of surfaces: All surfaces must be maintained on a regular basis. Surfaces of housing facilities including houses, dens, and other furniture-type fixtures and objects within the facility that cannot be readily cleaned and sanitized, must be replaced when worn or soiled.
- c) Cleaning: Hard surfaces with which the dogs or cats come in contact must be spotcleaned daily and sanitized in accordance with §14-110(I) to prevent accumulation of excreta and reduce disease hazards. Floors made of dirt, absorbent bedding, sand, gravel, grass, or other similar material must be raked or spot-cleaned with sufficient frequency to ensure all animals the freedom to avoid contact with excreta. Contaminated material must be replaced whenever this raking and spot-cleaning is not sufficient to prevent or eliminate odors, insects, pests, or vermin infestation. All

other surfaces of housing facilities must be cleaned and sanitized when necessary to satisfy generally accepted husbandry standards and practices. Sanitization may be done using any of the methods provided in §14-110(I) for primary enclosures.

- 4. Water and electric power. The housing facility must have reliable electric power adequate for heating, cooling, ventilation, and lighting, and for carrying out other husbandry requirements in accordance with this ordinance. The housing facility must provide adequate running hot and cold potable water for the dogs' and cats' drinking needs, for cleaning, and for carrying out other husbandry requirements.
- 5. Storage. Supplies of food and bedding must be stored in a manner that protects the supplies from spoilage, contamination, and vermin infestation. The supplies must be stored off the floor and away from the walls, to allow cleaning underneath and around the supplies. Foods requiring refrigeration must be stored accordingly, and all food must be stored in a manner that prevents contamination and deterioration of its nutritive value. All open supplies of food and bedding must be kept in leak-proof containers with tightly fitting lids to prevent contamination and spoilage. Only food and bedding that is currently being used may be kept in the animal areas. Substances that are toxic to dogs or cats but are required for normal husbandry practices must not be stored in food storage and preparation areas but may be stored in secured cabinets in the animal areas.
- 6. Drainage and waste disposal. Housing facility operators must provide for regular and frequent collection, removal, and disposal of animal and food wastes, bedding, debris, garbage, water, other fluids and wastes, and dead animals, in a manner that minimizes contamination and disease risks. Waste material must not be disposed of or stored in any manner that would create a nuisance to neighbors. Housing facilities must be equipped with disposal facilities and drainage systems that are constructed and operated so that animal waste and water are rapidly eliminated, and animals stay dry. Disposal and drainage systems must minimize vermin and pest infestation, insects, odors, and disease hazards. All drains must be properly constructed, installed, and maintained. If closed drainage systems are used, they must be equipped with traps and prevent the backflow of gases and the backup of sewage onto the floor. If the facility uses sump or settlement ponds, or other similar systems for drainage and animal waste disposal, the system must be located far enough away from the animal area of the housing facility to prevent odors, diseases, pests, and vermin infestation. Standing puddles of water in animal enclosures must be drained or mopped up so that the animals stay dry. Trash containers in housing facilities and in food storage and food preparation areas must be leak proof and must have tightly fitted lids on them at all times. Dead animals, animal parts, and animal waste must not be kept in food storage or food preparation areas, food freezers, food refrigerators, or animal areas.
- 7. Washrooms and sinks. Washing facilities such as washrooms, basins, sinks, or showers must be provided for animal caretakers and must be readily accessible.
 - B. Indoor housing facilities.
- 1. Heating, cooling, and temperature. Indoor housing facilities for dogs and cats must be sufficiently heated and cooled when necessary to protect the dogs and cats from temperature or humidity extremes and to provide for their health and well-being. Dry bedding, solid resting boards, or other methods of conserving body heat must be provided when temperatures are below 50°F

- (10°C). The preceding requirements are in addition to, not in place of, all other requirements pertaining to climatic conditions.
- 2. Ventilation. Indoor housing facilities for dogs and cats must be sufficiently ventilated at all times when dogs or cats are present to provide for their health and well-being, and to minimize odors, drafts, ammonia levels, and moisture condensation. Ventilation must be provided by windows, vents, fans, or air conditioning. Auxiliary ventilation, such as fans, blowers, or air conditioning must be provided when the ambient temperature is 85°F (29.5°C) or higher. The relative humidity must be maintained at a level that ensures the health and well-being of the dogs or cats housed therein, in accordance with generally accepted professional and husbandry practices.
- 3. Lighting. Indoor housing facilities for dogs and cats must be lighted well enough to permit routine inspection and cleaning of the facility, and observation of the dogs and cats. Animal areas must be provided a regular daily lighting cycle of either natural or artificial light. Lighting must be uniformly diffused throughout animal facilities and provide sufficient illumination to aid in maintaining good housekeeping practices, adequate cleaning, adequate inspection of animals, and for the well-being of the animals. Primary enclosures must be placed so as to protect the dogs and cats from excessive light.
- 4. Interior surfaces. The floors and walls of indoor housing facilities, and any other surfaces in contact with the animals, must be impervious to moisture. The ceilings of indoor housing facilities must be impervious to moisture or be replaceable (e.g., a suspended ceiling with replaceable panels).
- 5. Exercise. All indoor housing facilities shall have a dog run available for dogs to exercise. The run shall be no less than 10 feet long and 36 inches wide for dogs up to 45 pounds and at least 48 inches wide for dogs over 45 pounds.
 - C. Outdoor housing facilities.
- 1. Restrictions. The following categories of dogs or cats must not be kept in outdoor facilities, unless that practice is specifically approved by a generally accepted professional and husbandry practices:
 - a) dogs or cats that are not acclimated to the temperatures prevalent in the area or region where they are maintained;
 - b) breeds of dogs or cats that cannot tolerate the relevant temperatures of the area without stress or discomfort (such as short-haired breeds in cold climates);
 - c) sick, infirm, aged or young dogs or cats; and
 - d) when their acclimation status is unknown, dogs and cats must not be kept in outdoor facilities when the ambient temperature is less than 50°F (10°C).
- 2. Shelter from the elements. Outdoor facilities for dogs or cats must include one or more shelter structures that are accessible to each animal in each outdoor facility, and that are large

enough to allow each animal in the shelter structure to sit, stand, and lie in a normal manner, and to turn about freely. In addition to the shelter structures, one or more separate outside areas of shade must be provided, large enough to contain all the animals at one time and protect them from the direct rays of the sun. Shelters in outdoor facilities for dogs or cats must contain a roof, four sides, and a floor, and must:

- a) provide the dogs and cats with adequate protection and shelter from the cold and heat;
- b) provide the dogs and cats with protection from the direct rays of the sun and the direct effect of wind, rain, or snow;
- c) be provided with a wind break and rain break at the entrance; and
- d) contain clean, dry, bedding material if the ambient temperature is below 50°F (10°C). Additional clean, dry bedding is required when the temperature is 35°F (1.7°C) or lower.
- 3. Construction. Building surfaces in contact with animals in outdoor housing facilities must be impervious to moisture. Metal barrels, cars, refrigerators or freezers, and the like must not be used as shelter structures. The floors of outdoor housing facilities may be of compacted earth, absorbent bedding, sand, gravel, or grass, and must be replaced if there are any prevalent odors, diseases, insects, pests, or vermin. All surfaces must be maintained on a regular basis. Surfaces of outdoor housing facilities, including houses, dens, etc. that cannot be readily cleaned and sanitized, must be replaced when worn or soiled.
- 4. Exercise. All outdoor housing facilities shall have a dog run available for dogs to exercise. The run shall be no less than 10 feet long and 36 inches wide for dogs up to 45 pounds and at least 48 inches wide for dogs over 45 pounds.
- D. Mobile or traveling housing facilities. The requirements set forth in indoor housing facilities set forth in §4-110(B) shall be fully met regarding the following:
 - 1. heating, cooling, and temperature;
 - 2. ventilation; and
 - 3. lighting.
- E. Primary enclosures. Primary enclosures for dogs and cats must meet the following minimum requirements:
 - 1. General requirements.
 - a) Primary enclosures must be designed and constructed of suitable materials so that they are structurally sound. The primary enclosures must be kept in good repair.
 - b) Primary enclosures must be constructed and maintained so that they:

- 1) have no sharp points or edges that could injure the dogs and cats;
- 2) protect the dogs and cats from injury;
- 3) contain the dogs and cats securely;
- 4) keep other animals from entering the enclosure;
- 5) enable the dogs and cats to remain dry and clean;
- 6) provide shelter and protection from extreme temperatures and weather conditions that may be uncomfortable or hazardous to all the dogs and cats;
- 7) provide sufficient shade to shelter all the dogs and cats housed in the primary enclosure at one time;
- 8) provide all the dogs and cats with easy and convenient access to clean food and water;
- 9) enable all surfaces in contact with the dogs and cats to be readily cleaned and sanitized or be replaceable when worn or soiled;
- 10) have floors that are constructed in a manner that protects the dogs' and cats' feet and legs from injury, and that, if of mesh or slatted construction, do not allow the dogs' and cats' feet to pass through any openings in the floor;
- provide sufficient space to allow each dog and cat to turn about freely, to stand, sit, and lie in a comfortable, normal position, and to walk in a normal manner; and
- if the suspended floor of a primary enclosure is constructed of metal strands, the strands must either be greater than 1/8 of an inch in diameter (9 gauge). The suspended floor of any primary enclosure must be strong enough so that the floor does not sag or bend between the structural supports.
- 2. Additional requirements for cats.
- a) Space. Each cat, including weaned kittens, that is housed in any primary enclosure must be provided minimum vertical space and floor space as follows:
 - 1) each primary enclosure housing cats must be at least 24 in. high (60.96 cm);
 - 2) cats up to and including 8.8 lbs (4 kg) must be provided with at least; three (3) square feet with no less than one and one-half (1½) on one side;
 - 3) cats over 8.8 lbs (4 kg) must be provided with at least; four (4) square feet; with no less than two (2) feet on one side;

- 4) each queen with nursing kittens must be provided with an additional amount of floor space, based on her breed and behavioral characteristics, and in accordance with generally accepted husbandry practices. If the additional amount of floor space for each nursing kitten is equivalent to less than 5 percent of the minimum requirement for the queen, such housing must be approved by the town's code enforcement officer; and
- 5) the minimum floor space required by this section is exclusive of any food or water pans. The litter pan may not be considered part of the floor space.
- b) Compatibility. All cats housed in the same primary enclosure must be compatible, as determined by observation. Not more than 12 adult non-conditioned cats may be housed in the same primary enclosure. Queens in heat may not be housed in the same primary enclosure with sexually mature males, except for breeding. Except when maintained in breeding colonies, queens with litters may not be housed in the same primary enclosure with other adult cats, and kittens under 4 months of age may not be housed in the same primary enclosure with adult cats, other than the dam or foster dam. Cats with a vicious or aggressive disposition must be housed separately.
- c) Litter. In all primary enclosures, a receptacle containing sufficient clean litter must be provided to contain excreta and body wastes.
- d) Resting surfaces. Each primary enclosure housing cats must contain a resting surface or surfaces that, in the aggregate, are large enough to hold all the occupants of the primary enclosure at the same time comfortably. The resting surfaces must be elevated, impervious to moisture, and be able to be easily cleaned and sanitized, or easily replaced when soiled or worn. Low resting surfaces that do not allow the space under them to be comfortably occupied by the animal will not be counted as part of the floor space.
- 3. Additional requirements for dogs:
- a) Space.
 - Each dog housed in a primary enclosure (including weaned puppies) must be provided a minimum amount of floor space, calculated as follows: find the mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of its tail) plus 6 inches; then divide the product by 144. The calculation is: (length of dog in inches + 6) x (length of dog in inches + 6) = required floor space in square inches. Required floor space in inches/144 = required floor space in square feet. No side shall be smaller than the length of the dog plus 6 inches.
 - 2) Each bitch with nursing puppies must be provided with an additional amount of floor space, based on her breed and behavioral characteristics, and in accordance with generally accepted husbandry practices as determined by a veterinarian. If the additional amount of floor space for each nursing puppy

is less than 5 percent of the minimum requirement for the bitch, such housing must be approved by the town's code enforcement officer or attending veterinarian in the case of a research facility, and, in the case of dealers and exhibitors, such housing must be approved by a licensed veterinarian.

- 3) The interior height of a primary enclosure must be at least 6 inches higher than the head of the tallest dog in the enclosure when it is in a normal standing position. Each dog must be able to stand in a comfortable normal position.
- b) Compatibility. All dogs housed in the same primary enclosure must be compatible, as determined by observation. Not more than 4 adult non-conditioned dogs may be housed in the same primary enclosure. Bitches in heat may not be housed in the same primary enclosure with sexually mature males, except for breeding. Except when maintained in breeding colonies, bitches with litters may not be housed in the same primary enclosure with other adult dogs, and puppies under 4 months of age may not be housed in the same primary enclosure with adult dogs, other than the dam or foster dam. Dogs with a vicious or aggressive disposition must be housed separately.
- c) Dogs in mobile or traveling shows or acts. Dogs that are part of a mobile or traveling show or act may be kept, while the show or act is traveling from one temporary location to another, in transport containers that comply with all requirements of this ordinance. When the show or act is not traveling, the dogs must be placed in primary enclosures that meet the minimum requirements of this section.
- d) Prohibited means of primary enclosure. Permanent tethering of dogs is prohibited for use as primary enclosure. Temporary tethering of dogs is prohibited for use as primary enclosure unless approval is obtained from the town.
- F. Compatible grouping. Dogs and cats that are housed in the same primary enclosure must be compatible, with the following restrictions:
- 1. females in heat (estrus) may not be housed in the same primary enclosure with males, except for breeding purposes;
- 2. any dog or cat exhibiting a vicious or overly aggressive disposition must be housed separately;
- 3. puppies or kittens 4 months of age or less may not be housed in the same primary enclosure with adult dogs or cats other than their dams or foster dams, except when permanently maintained in breeding colonies;
- 4. dogs or cats may not be housed in the same primary enclosure with any other species of animals, unless they are compatible; and
- 5. dogs and cats that have or are suspected of having a contagious disease must be isolated from healthy animals in the colony, as directed by a licensed veterinarian. When an entire

group or room of dogs and cats is known to have or believed to have been exposed to an infectious agent, the group may be kept intact during the process of diagnosis, treatment, and control.

G. Feeding.

- 1. Dogs and cats must be fed at least once each day, except as otherwise might be required to provide adequate veterinary care. The food must be uncontaminated, wholesome, palatable, and of sufficient quantity and nutritive value to maintain the normal condition and weight of the animal. The diet must be appropriate for the individual animal's age and condition.
- 2. Food receptacles must be used for dogs and cats, must be readily accessible to all dogs and cats, and must be located so as to minimize contamination by excreta and pests, and be protected from rain and snow. Feeding pans must either be made of a durable material that can be easily cleaned and sanitized or be disposable. If the food receptacles are not disposable, they must be kept clean and must be sanitized. If the food receptacles are disposable, they must be discarded after one use. Self-feeders may be used for the feeding of dry food. If self-feeders are used, they must be kept clean and must be sanitized in accordance with §14-110(I). Measures must be taken to ensure that there is no molding, deterioration, or caking of feed.
- H. Watering. If potable water is not continually available to the dogs and cats, it must be offered to the dogs and cats as often as necessary to ensure their health and well-being, but not less than twice daily for at least 1 hour each time, unless restricted by an attending veterinarian. Water receptacles must be kept clean and sanitized, in accordance with §14-110(I) and before being used to water a different dog or cat or social grouping of dogs or cats.
 - I. Cleaning, sanitization, housekeeping, and pest control.
- 1. Cleaning of primary enclosures. Excreta and food waste must be removed from primary enclosures daily, and from under primary enclosures as often as necessary to prevent an excessive accumulation of feces and food waste, to prevent soiling of the dogs or cats contained in the primary enclosures, and to reduce disease hazards, insects, pests and odors. When steam or water is used to clean the primary enclosure, whether by hosing, flushing, or other methods, dogs and cats must be removed, unless the enclosure is large enough to ensure the animals would not be harmed, wetted, or distressed in the process. Standing water must be removed from the primary enclosure and animals in other primary enclosures must be protected from being contaminated with water and other wastes during the cleaning. The pans under primary enclosures with grill-type floors and the ground areas under raised runs with mesh or slatted floors must be cleaned as often as necessary to prevent accumulation of feces and food waste and to reduce disease, hazards, pests, insects and odors.
 - 2. Sanitization of primary enclosures and food and water receptacles.
 - a) Used primary enclosures and food and water receptacles must be cleaned and sanitized in accordance with this section before they can be used to house, feed, or water another dog or cat, or social grouping of dogs or cats.

- b) Used primary enclosures and food and water receptacles for dogs and cats must be sanitized at least once every 2 weeks using one of the methods prescribed in paragraph c below, and more often if necessary to prevent an accumulation of dirt, debris, food waste, excreta, and other disease hazards.
- c) Hard surfaces of primary enclosures and food and water receptacles must be sanitized using one of the following methods:
 - 1) live steam under pressure;
 - 2) washing with hot water (at least 180°F) and soap or detergent, as with a mechanical cage washer; or
 - washing all soiled surfaces with appropriate detergent solutions and disinfectants, or by using a combination detergent/disinfectant product that accomplishes the same purpose, with a thorough cleaning of the surfaces to remove organic material, so as to remove all organic material and mineral buildup, and to provide sanitization followed by a clean water rinse.
- d) Pens, runs, and outdoor housing areas using material that cannot be sanitized such as gravel, sand, grass, earth, or absorbent bedding, must be sanitized by removing the contaminated material as necessary to prevent odors, diseases, pests, insects, and vermin infestation.
- 3. Housekeeping for premises. Premises where housing facilities are located, including buildings and surrounding grounds, must be kept clean and in good repair to protect the animals from injury, to facilitate the husbandry practices required in this subpart, and to reduce or eliminate breeding and living areas for rodents and other pests and vermin. Premises must be kept free of accumulations of trash, junk, waste products, and discarded matter. Weeds, grasses, and bushes must be controlled so as to facilitate cleaning of the premises and pest control, and to protect the health and well-being of the animals.
- 4. Pest control. An effective program for the control of insects, external parasites affecting dogs and cats, and birds and mammals that are pests, must be established and maintained so as to promote the health and well-being of the animals and reduce contamination by pests in animal areas.
- J. Caretakers. Each person subject to these regulations who maintains animals must have enough caretakers to carry out the level of husbandry practices and care required herein. The caretakers who provide for husbandry and care, or handle animals, must be supervised by an individual who has the knowledge, background, and experience in proper husbandry and care of animals to supervise others. The owner of the facility must be certain that all caretakers can perform to these standards. [Ord. No. 92, 3/20/12, Ord. No. 114, 5/21/2024].

§ 4-114 EMERGENCY.

It being immediately necessary for the preservation of the public health, peace and safety of the Town of Slaughterville and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this ordinance shall be in full force and effect from and after is passage and approval, as provided by law. [Ord. No. 114, 5/21/2024]

PASSED AND APPROVED this 21st day of May 2024.

TOWN OF SLAUGHTERVILLE, OKLAHOMA

	BY:
	Troy Taylor, Mayor
ATTEST:	
Christy Ouickle, Town Clerk	

ORDINANCE NO. 115

AN ORDINANCE ADDING NEW PROVISIONS CODIFIED AS PART 13, CHAPTER 1, ARTICLE 1 §13-112.1 THROUGH §13-112.11 OF THE CODE OF ORDINANCES OF THE TOWN OF SLAUGHTERVILLE, ESTABLISHING 911 ADDRESSES, NAMING ROADS AND STREETS, PROVIDING FOR SIZE AND LOCATION OF ADDRESS MARKERS, PROVIDING VIOLATIONS AND PENALTIES FOR NON-COMPLIANCE; AND DECLARING AN EMERGENCY.

Whereas, there is a need for a uniform and consistent 911 addresses and naming roads and streets to promote emergency services and to ensure that ACOG receives the information for proper dispatching of emergency services to the correct address within the town;

Be it ordained by the Board of Trustees of the Town of Slaughterville, Oklahoma:

CHAPTER 1

ARTICLE 1

PART 13

911 ADDRESSING AND NAMING OF ROADS

§ 13-112.1	Intent.
§ 13-112.2	Purpose.
§ 13-112.3	General road naming principals.
§ 13-112.4	Requesting approval for a new road name.
§ 13-112.5	Numbering system established.
§ 13-112.6	Administration.
§ 13-112.7	Assignment of addresses.
§ 13-112.8	Requesting approval of a 911address.
§ 13-112.9	Size and location of 911 address markers.
§ 13-112.10	Enforcement, violations, and penalties.
§ 13-112.11	Emergency.

911 ADDRESSING AND NAMING OF ROAD

SECTION 13-112.1. INTENT.

These regulations are intended to promote the health, safety and general welfare of the public and to enhance the effective and efficient provision of emergency services to the citizens of the Town of Slaughterville by adopting a systematic approach to naming streets and roads and assigning 911 addressing numbers to properties with driveways. [Ord. No. 115, 5/21/2024].

SECTION 13-112,2. PURPOSE.

The purpose of these regulations is to provide for a uniform, town-wide system for providing street and road names and assignment of 911 address numbers to all dwellings, buildings, and habitable structures within the Town of Slaughterville to assist fire, police, rescue service providers, the Association of Central Oklahoma Governments (ACOG), (which is in charge of 911 services), and other organizations in the timely and efficient provision of their services to the residents and businesses within the town. [Ord. No. 115, 5/21/2024].

SECTION 13-112.3. GENERAL ROAD NAMING PRINCIPLES.

- A. Any right-of-way serving four (4) or more lots, residences, inhabitable structures, or businesses shall have a road name. Increased subdivision and development along a private right-of-way shall require the assignment of a road name when the number of addressable structures reaches four (4) or more.
- B. Any master development plan, subdivision plan, lot split, or other site plan shall be submitted for review by the Planning and Development Administrator for proposed road names and road name requirements.
 - C. The following restrictions shall apply:
 - 1. Road names shall not be abbreviated.
 - 2. Road names containing punctuation shall not be accepted.
- 3. Road names which contain the same names, duplicate names, similarly spelled names, or phonetically sounding the same as other road names already in use shall not be permitted.
- 4. Road names shall change at major four-way intersections and/or disjointed segments.
- D. All road names shall be approved by the Planning and Development Administrator (or their assigned designee) and an ACOG 911 MSAG road add/change request form shall be submitted to the Association of Central Oklahoma Governments (ACOG) along with any supporting documentation and maps with the proper legal description.
- E. If approval is not granted, the applicant shall be notified of all reasons why and shall be able to submit a new request.
- F. All subdivisions shall not be addressed, nor roads named until the final plat is approved by the Town Board of Trustees. [Ord. No. 115, 5/21/2024].

SECTION 13-112.4. REQUESTING APPROVAL FOR A NEW ROAD NAME.

A. Any individual landowner or developer prior to installing a new road name shall submit the following to the Planning and Development Administrator, or their designee:

- B. A letter from the individual landowner or developer with absolute control over the road right(s)-of-way or a petition signed by at least 75% of the landowners who agree with the road name request and who live on the said road.
- C. A detailed map and/or plat(s), drawn to scale, showing the location of the roadway from its origin to its terminus, with locations of existing and proposed driveways, structures, and adjoining properties with direct access to the road.
- D. Three or more proposed names, in order of preference, and the explanation or reasoning for the request and choice of road names.
 - E. The following restrictions shall apply:
 - 1. Road names shall not be abbreviated.
 - 2. Road names containing punctuation shall not be accepted.
- 3. Road names which contain the same names, or similarly spelled names, or phonetically sounding the same as other road names already in use shall not be permitted.
- 4. Road names shall change at major four-way intersections and/or disjointed segments.
- G. When all of the above requirements have been completed, then the Planning and Development Administrator (or their assigned designee), shall forward their approval to the Association of Central Oklahoma Governments (ACOG).
- H. If approval is not granted, the applicant shall be notified of all reasons why and shall be able to submit a new request.
- I. The applicant for a road name change or removal shall be financially responsible for replacement or removal of any existing road name signs and the replacement of the requested new signs upon approval. [Ord. No. 115, 5/21/2024].

SECTION 13-112.5. NUMBERING SYSTEM ESTABLISHED.

This article shall establish a uniform, town-wide address numbering system for numbering all structures, whether residential, educational, religious, business, agricultural, or commercial in use that is occupied full or part-time by humans. All addresses shall consist of a number and road name assigned to each structure. [Ord. No. 115, 5/21/2024].

SECTION 13-112.6. ADMINISTRATION.

A. The Planning and Development Administrator or their designated agent is hereby designated as the town personnel responsible for the administration, implementation, and

enforcement of this ordinance, on all addressing within the Town of Slaughterville which shall be sent to the Association of Central Oklahoma Governments (ACOG) at the end of each year.

B. No occupancy shall be allowed until an assigned address number has been assigned as specified herein and a 911 marker is placed on the property, all as set forth by the requirements herein provided. [Ord. No. 115, 5/21/2024].

SECTION 13-112.7. ASSIGNMENT OF ADDRESSES.

Street address numbers shall be assigned as follows:

- A. Whenever any person or property owner desiring to establish a dwelling, move in a manufactured home, build new construction, deciding to construct, erect for commercial use, industrial use, or PUD's, shall first make application, pay the necessary fees, and obtain a zoning compliance permit prior to the start of construction and shall be required to have a 911 address marker provided by the Town of Slaughterville.
- B. The Planning and Development Administrator or their designated agent will measure from an existing driveway that has a 911 address and take that measure and divide it by 4.44 then either add or subtract from the current address and be sure that the number fits with odd and even number order for the side of the road the driveway is located on. Not all current 911 addresses within the town are accurate, so the new address may not follow the measurement process and it may be reviewed and given the best number possible that will fit within the parameters of the existing addresses.
- C. Only town employees shall install 911 address markers to ensure uniformity. Any person requesting the replacement of a 911 address marker because of damage or otherwise shall pay the appropriate fee established by resolution.
 - D. The following provisions shall apply:
- 1. Manufactured home parks, mini-warehouses and complexes with a main structure serving multiple structures accessed by one entrance and owned by one landowner shall be assigned one number for the main driveway entrance to the structure and additional structures having a suffix of unit each with a number and not alphabetic.
- 2. Single structures with multiple occupants shall have one address for the main driveway with each occupancy assigned the suffix unit each with a number and not alphabetic.
- 3. Small lot subdivisions shall have consecutive numbers assigned to each driveway entrance. During the design phase, an address shall not be provided until the driveway is established and the structure is erected.
- 4. Corner lots with two or more possible named road frontages shall be assigned based on the street the driveway that will be used to enter the structure.

- 5. Alphabetical extensions shall not be used in numbering structures.
- 6. Structures which are numbered by a method not assigned or approved by the Planning and Development Administrator shall be immediately removed and not used for any purpose.
- 7. All numbers shall be sent to the Association of Central Oklahoma Governments (ACOG) for input into the GIS mapping program. [Ord. No. 115, 5/21/2024].

SECTION 13-112.8. REQUESTING APPROVAL FOR A 911 ADDRESS.

- A. Any individual landowner requesting a building number shall pay the appropriate fee set by resolution and shall submit the following to the Planning and Development Administrator or their designee:
 - 1. An approved zoning compliance permit;
 - 2. A site plan showing the location of egress / ingress of the driveway and all other items listed on the permit application; and
 - 3. All other information requested by the Planning and Development Administrator for proper address approval.
- B. Following receipt of the request, the applicant will be notified by the Planning and Development Administrator of approval, or the need for more information. [Ord. No. 115, 5/21/2024].

SECTION 13-112.9. SIZE AND LOCATION OF 911 ADDRESS MARKERS.

- A. Street address numbers for property owners shall be provided after the fee is collected.
- B. The markers shall be double sided Carsonite with 3" x 20" white reflective decals on both sides with black non-reflective numbers.
- C. The numbers shall be 2.5" in size and they will be put on a 911 marker by town staff and installed by town staff.
- D. All markers shall be set by the driveway, whether by the mailbox, electrical pole, or entrance into the property. [Ord. No. 115, 5/21/2024].

SECTION 13-112.10. ENFORCEMENT, VIOLATIONS, AND PENALTIES.

A. Whenever the Planning and Development Administrator has reason to believe that a violation of any of the provisions of this ordinance has occurred, he/she shall give written notice of the violation to the person failing to comply and order the person to take corrective measures within 30 days from the date of notification.

- B. A violation of this ordinance is considered a nuisance and subject to abatement.
- C. If such person fails to comply with the order, the Planning and Development Administrator may recommend to the Board of Trustees all necessary actions to terminate the violation and abate the nuisance.
- D. Any violation of any provision of this ordinance shall be punishable by a maximum fine of \$100. Each day of violation shall constitute a separate violation. [Ord. No. 115, 5/21/2024].

SECTION 13-112.11. EMERGENCY.

It being immediately necessary for the preservation of the public health, peace and safety of the Town of Slaughterville and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this ordinance shall be in full force and effect from and after its passage and approval, as provided by law. [Ord. No. 115, 5/21/2024]

PASSED AND APPROVED this 21st day of May 2024.

TOWN OF SLAUGHTERVILLE, OKLAHOMA

1	BY:
	Troy Taylor, Mayor
ATTEST:	
Christy Quickle, Town Clerk	