AGENDA SLAUGHTERVILLE BOARD OF TRUSTEES SPECIAL MEETING February 27, 2025 5:30 p.m. Slaughterville Town Hall – 10701 US Hwy 77

- 1. <u>CALL TO ORDER</u>
- 2. ROLL CALL, DECLARATION OF A QUORUM BEING PRESENT
- 3. <u>PLEDGE OF ALLEGIANCE AND INVOCATION</u>
- 4. PROCLAMATION
 - a) Proclamation recognizing Cindee Pichot.
- 5. <u>CITIZEN COMMENTS</u>

Anyone who has 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.

6. <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 minutes from January 21, 2025 regular meeting.
- b) Approval of the January 2025 financial reports.
- c) Approval of the contract with the Association of Central Oklahoma Governments (ACOG) for the 2025 Rural Economic Action Plan (REAP) Grant in the amount of \$108,042.00 for the construction of a new building adjacent to Fire Station #2's existing building.
- d) Approval of Purchase Order 242507 to Redline Fire Equipment & Supply, LLC in the amount of \$138,734.25 for outfitting of new tanker fire truck. *(Cleveland County Public Safety Grant)*

7. ITEMS REMOVED FROM CONSENT AGENDA

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

8. <u>REPORTS</u>

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.

9. DISCUSSION AND/OR ACTION ITEMS

- a) Discussion and/or action to amend, approve, or deny the Planning and Zoning Commission's recommendation of approval for a proposed Rural Certificate of Survey for property located at 12201 108th Street in Slaughterville, Oklahoma, Section Twenty-three (23), Township Seven (7) North, Range One (1) West, Cleveland County, Oklahoma for Gary McGehee, approximately 39.57 acres.
- b) Discussion and/or action to approve the Letter of Agreement for Municipality ARPA Revenue Loss Projects between the Town of Slaughterville and Cleveland County.
- c) Discussion and/or action on the process of hiring a new Town Attorney.

10. REMARKS AND INQUIRIES BY TRUSTEES AND TOWN STAFF

11. <u>ADJOURNMENT</u>

This agenda was posted on February 21, 2025 at Slaughterville Town Hall and on the town website.

<u>/s/ Chrísty Quíckle</u> 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.

TOWN OF SLAUGHTERVILLE



HONORING CINDEE PICHOT FOR 35 ½ YEARS OF DEDICATED SERVICE TO THE TOWN OF SLAUGHTERVILLE

WHEREAS, Cindee Pichot has faithfully served as the Town Attorney for the Town of Slaughterville for an outstanding 35 ½ years; and

WHEREAS, throughout her tenure, she has provided invaluable legal counsel, ensuring the Town's governance remained strong, effective, and in compliance with the law; and

WHEREAS, Cindee Pichot has played a pivotal role in shaping the Town's future by drafting and reviewing numerous ordinances and resolutions, thereby strengthening the foundation of our local government; and

WHEREAS, her unwavering dedication, professionalism, and commitment to the Town have been instrumental in guiding the Town through challenges, legal matters, and municipal development; and

WHEREAS, her contributions have extended beyond legal counsel, as she has served as a trusted advisor to Town officials, boards, and committees, always acting in the best interest of the community; and

WHEREAS, the Town of Slaughterville and its residents have benefited immensely from her knowledge, expertise, and steadfast dedication to the betterment of the Town;

NOW, THEREFORE, be it proclaimed that the Town of Slaughterville hereby expresses its deepest gratitude and appreciation to Cindee Pichot for her extraordinary service and commitment to our community; and

BE IT FURTHER PROCLAIMED, that on this day, February 18, 2025, we honor and recognize Cindee Pichot for her outstanding contributions, and her legacy will remain an integral part of the Town of Slaughterville for years to come.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Slaughterville to be affixed this 27th day of February 2025.

ATTEST:

Mayor

MINUTES TOWN OF SLAUGHTERVILLE BOARD OF TRUSTEES Regular Meeting January 21, 2025

1. CALL TO ORDER

Mayor Taylor called the meeting of the Town of Slaughterville Board of Trustees to order at 7:00 p.m. on January 21, 2025. 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 January 17, 2025.

2. ROLL CALL, DECLARATION OF A QUORUM BEING PRESENT

LEAH GRADY	PRESENT
EUGENE DICKSION	PRESENT
JERRY GARRETT	PRESENT
TROY TAYLOR	PRESENT
VACANT	

A quorum was established. Also present were Town Administrator Ashley Furry and Town Clerk Christy Quickle. Staff present: Kim Reynolds, Josh Reagan, DeWayne Tolson, and Carol Lance.

3. <u>PLEDGE OF ALLEGIANCE AND INVOCATION</u>

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>

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- a) Approval of minutes from December 17, 2024 regular meeting.
- b) Approval of the December 2024 financial reports.

A motion was made by Leah Grady and seconded by Troy Taylor to remove item a from the consent agenda.

YEA: GRADY, DICKSION, GARRETT, TAYLOR NAY: NONE

A motion was made by Eugene Dicksion and seconded by Troy Taylor to approve item b.

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.

5a - Approval of minutes from December 17, 2024 regular meeting.

Trustee Grady questioned the clerk's note on item 6 (5a). The Town Clerk responded, explaining the motion should be clear and include specific details, which it did not.

The Town Clerk addressed and provided information about what is required by the Open Meetings Act regarding meeting minutes.

A motion was made by Eugene Dicksion and seconded by Jerry Garrett to accept item 5a as written.

YEA: GRADY, DICKSION, GARRETT, TAYLOR NAY: NONE

7. <u>REPORTS</u>

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. Deputy Graham was present and reported 378 calls in December.
- **b)** Report from the Fire Department. Chief Tolson reported a total of 279 runs in 2024.
- c) Report from the Planning and Development Administrator. Ms. Reynolds reported on permits for the month of December.
- d) Report from the Code Enforcement Officer. Mr. Reagan reported on code violations for the month of December.
- e) Report from the Town Administrator.

The Town Administrator reported on the following: the upcoming filing period for the April election, starting on the budget, she will be attending the required ACOG meeting for the REAP grant, update on town meetings, and update on the progress with the playground project.

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

a) Discussion and/or action to amend, deny, or approve the minutes from December 9, 2024 special meeting.

A motion was made by Eugene Dicksion and seconded by Jerry Garrett to accept the minutes as presented.

YEA: GRADY, DICKSION, GARRETT, TAYLOR NAY: NONE

9. <u>EXECUTIVE SESSION</u>

- a) Discussion and/or action to enter executive session pursuant to 25 O.S. §307(B)(3) to discuss the purchase or appraisal of real property.
- b) Discussion and/or action to enter executive session to discuss employee evaluations on Finance Specialist Carol Lance, Planning and Development Administrator Kim Reynolds, Administrative Assistant Christy Quickle, Code Enforcement Officer Josh Reagan, and Street/Park Maintenance Worker DeWayne Tolson, and their salaries, all in accordance with and pursuant to 25 O.S. Section 307(B)(1).
- c) Discussion and/or action to enter executive session for the purpose of discussing Town Administrator Ashley Furry's proposed contract in accordance with and pursuant to 25 O.S. Section 307(B)(1) and Section 307(B)(2).

A motion was made by Troy Taylor and seconded by Eugene Dicksion to enter executive session for items a, b, and c at 7:29 p.m.

YEA: GRADY, DICKSION, GARRETT, TAYLOR NAY: NONE

10. <u>**RETURN TO OPEN MEETING**</u>

The mayor reconvened the open meeting from executive session at 10:02 p.m.

11. <u>THE BOARD OF TRUSTEES MAY CONSIDER AND TAKE ANY ACTION</u> <u>DEEMED APPROPRIATE AS A RESULT OF THE EXECUTIVE SECTION.</u>

a) Discussion and/or action following executive session regarding the purchase or appraisal of real property in accordance with 25 O.S. §307(B)(3).

A motion made by Eugene Dicksion and seconded by Troy Taylor to proceed with offer discussed in executive session.

YEA: GRADY, DICKSION, GARRETT, TAYLOR NAY: NONE

b) Discussion and/or action following executive session regarding employee evaluations on Finance Specialist Carol Lance, Planning and Development Administrator Kim Reynolds, Administrative Assistant Christy Quickle, Code Enforcement Officer Josh Reagan, and Street/Park Maintenance Worker DeWayne Tolson, and their salaries in accordance with 25 O.S. Section 307(B)(1).

A motion was made by Eugene Dicksion and seconded by Jerry Garrett to approve a 7.5% pay increase to all employees, with the exception of Josh Reagan and increase Mr. Reagan's pay by \$2.00.

YEA: GRADY, DICKSION, GARRETT, TAYLOR NAY: NONE

c) Discussion and/or action following executive session regarding the Town Administrator Ashley Furry's proposed contract in accordance with 25 O.S. Section 307(B)(1) and Section 307(B)(2).

A motion was made by Eugene Dicksion and seconded by Jerry Garrett to accept the proposed contract as written.

YEA: DICKSION, GARRETT NAY: GRADY, TAYLOR

Motion failed.

12. <u>REMARKS AND INQUIRIES BY TRUSTEES AND TOWN STAFF</u>

Trustee Dicksion expressed his gratitude and appreciation to the staff for their work.

13. <u>ADJOURNMENT</u>

Mayor Taylor called adjournment at 10:03 p.m.

Approved on the 27th day of February 2025.

Attest:

Troy Taylor, Mayor

Christy Quickle, Town Clerk



Town of Slaughterville Check Detail January 2025

	Date	Num Name		Amount
Absolute Data Shredding	01/02/2025	9998359 Absolute Data Shredding		-36.75
America's Kwik Stop	01/08/2025	9998363 America's Kwik Stop		-105.39
AT&T	01/02/2025	9998360 AT&T		-59.25
AT&T Mobility	01/13/2025	9998367 AT&T Mobility		-46.81
Cindee Pichot, P.C.	01/29/2025	9998378 Cindee Pichot, P.C.	Attorney Fees	-1,564.67
ImageNet Consulting	01/13/2025	9998365 ImageNet Consulting		-53.52
JP Morgan Chase Bank	01/29/2025	ACH JP Morgan Chase Bank	P-Card charges	-1,945.84
Lytle Soule & Felty	01/06/2025	9998362 Lytle Soule & Felty	Attorney Fees	-1,005.00
Neighbors Grocery	01/31/2025	9998379 Neighbors Grocery		-46.75
Official Christinia Edwards	01/21/2025	9998371 Official Christinia Edwards		-50.00
Official Eugene Dicksion	01/21/2025	9998374 Official Eugene Dicksion		-20.00
Official Jerry Garrett	01/21/2025	9998373 Official Jerry Garrett		-20.00
Official Leah Grady	01/21/2025	9998375 Official Leah Grady		-20.00
Official Troy Taylor	01/21/2025	9998372 Official Troy Taylor		-20.00
Oklahoma Emergency Management Association	01/03/2025	9998361 Oklahoma Emergency Management Assoc.		-50.00
Oklahoma Municipal League	01/28/2025	9998377 Oklahoma Municipal League		-65.00
Oklahoma Municipal Retirement Fund	01/02/2025	9998357 Oklahoma Municipal Retirement Fund		-963.28
	01/16/2025	9998368 Oklahoma Municipal Retirement Fund		-957.40
	01/28/2025	9998376 Oklahoma Municipal Retirement Fund		-1,040.18
OPEH&W Plan	01/01/2025	9998356 OPEH&W Plan	Health Insurance	-3,167.96
Purcell Register	01/08/2025	9998364 Purcell Register		-310.00
SDG Residential	01/17/2025	9998369 SDG Residential		-400.00
T-Mobile	01/02/2025	9998358 T-Mobile		-62.30
Willis Propane, LLC	01/13/2025	9998366 Willis Propane, LLC (station 2 heating)		-283.63
	01/21/2025	9998370 Willis Propane, LLC (yearly monitoring charge)		-40.00



Town of Slaughterville

Budget vs. Actuals FY24-25 - P&L

July 2024 - January 2025

		тс	DTAL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4000.11 INCOME-GG	383,522.76	1,313,061.00	-929,538.24	29.21 %
4000.16 INCOME - FD	206,782.37	275,441.31	-68,658.94	75.07 %
4000.18 INCOME - P & D	9,790.00	20,000.00	-10,210.00	48.95 %
4000.21 INCOME - SA	41,370.34	53,700.00	-12,329.66	77.04 %
Total Income	\$641,465.47	\$1,662,202.31	\$ -1,020,736.84	38.59 %
GROSS PROFIT	\$641,465.47	\$1,662,202.31	\$ -1,020,736.84	38.59 %
Expenses				
5000.11 GENERAL GOVERNMENT EXPENSES	229,164.64	367,202.00	-138,037.36	62.41 %
5000.14 PARK & RECREATION EXPENSES	59,483.54	669,361.00	-609,877.46	8.89 %
5000.16 FIRE DEPARTMENT EXPENSES	266,402.79	405,159.31	-138,756.52	65.75 %
5000.17 EMERGENCY MANAGEMENT EXPENSES	9,489.98	36,891.00	-27,401.02	25.72 %
5000.18 PLANNING & DEVELOPMENT EXPENSES	56,601.90	105,567.00	-48,965.10	53.62 %
5000.21 STREET AND ALLEY EXPENSES		1,895.00	-1,895.00	
Total Expenses	\$621,142.85	\$1,586,075.31	\$ -964,932.46	39.16 %
NET OPERATING INCOME	\$20,322.62	\$76,127.00	\$ -55,804.38	26.70 %
NET INCOME	\$20,322.62	\$76,127.00	\$ -55,804.38	26.70 %

REAP CONTRACTS PART I – CONTRACT SUMMARY

Contract Title:	Rural Economic Action Plan (REAP) Funds
Contract Number:	2025 REAP GRANT Slaughterville_2025_5
Contracting Agency:	Association of Central Oklahoma Governments (ACOG)
Grant Recipient:	Town of Slaughterville 10701 US Hwy 77 Lexington, OK 73051
Description of Project(s):	Construction of a new building adjacent to Fire Station #2's existing building.

FUNDS

Amount:	\$ \$108,042.00
Source:	Senate Bill 1040, 58 th Oklahoma Legislature (2022)

SUBMIT REQUISITIONS TO:

Association of Central Oklahoma Governments Attn: Sharon Astrin, Community & Economic Development Manager 4205 N. Lincoln Blvd. Oklahoma City, OK 73105

ISSUE PAYMENT TO:

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

AGREEMENT COMPONENTS:

Part I - Summary Part II - Terms and Conditions Part II – Signatures – Execution of Contract

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 Slaughterville_2025_5 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 Slaughterville_2025_5 due date 02/27/2026, 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
- b. 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.
- c. 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

- 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 any remedies for any default or breach by the Recipient or subcontractor that exists or occurs later.
- 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.

PART III – SIGNATURES – EXECUTION OF CONTRACT

RECIPIENT - Town of Slaughterville

Signature of Authorized Official

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

weener Al 1

Mark W. Sweeney, AICP, Executive Director

Name Troy Taylor, Mayor Troy Taylor, Mayor

Date

_01/31/2025

Date



TOWN OF SLAUGHTERVILLE

10701 US Highway 77 Lexington, OK 73051-9671 +14058723000

Purchase Order

VENDOR Redline Fire Equip Supply, LLC 504 E. Shamrock A Coalgate, OK 745	Ave.	SHIP TO TOWN OF SLAUGHTERVILLE 10701 US Highway Lexington, OK 7305 USA	77		. NO. 242507 DATE 02/13/20	25	
PURCHASING OF Chris Tolson	FICER	FISCAL YEAR FY24/25		APPROPRIAT 5501.16	ION ACCOUN	Г	
	DESCRIPTION			QTY	RATE	AMOUNT	
Per IC Ord. 85	Tanker Build -	Per Estimate #315 De	escription	1	138,734.25	138,734.25	
Grant: CCJA - Public S Approved: Board of Tru	•		SUBTOTAL TOTAL			138,734.25 \$138,734.25	

Approved By

Date

ESTIMATE



Prepared For

Slaughterville Fire Dept 10701 US 77 Lexington , OK. 73051 (405) 606-9929 Chris Tolson

Redline Fire Equipment & Supply LLC.Estimate #315 - Tanker Build504 E. Shamrock AveDate09/16/2024Coalgate, OK 74538Business /EIN 93-4854979 Ok sales TaxPhone: (580) 387-9011Tax #STS-16315061-05Email: redlinefiresupply@gmail.comWeb: www.redlinefiresupply.comImage: Complex of the supply.com

Description	Quantity	Total
CM Freightliner Bed	1	\$10,425.00
RD style bed with two underbody boxes, Mud Flaps All DOT lights in bed		410,423.00
· · · · · · · · · · · · · · · · · · ·		
Poly Tank 3000 Gallon	1	\$31,010.40
Polypropylene Standard tank features, 3" suction, 1" fill, 1"drain, tower, 3" overflow, 48" booster reel mounts, tank bolt down tabs welded baffles, 1/2" floor, top and side walls. UTV skid units may require different size tank ports. 500 gal 950 gal. tanks receive upgraded 3/4" floor. 1000 gal1850 gal. receive upgraded 3/4" floor, front & side rear through top plate and welded. 2000 gal 4000 gal. tanks receive 3/4" floor, front, rear, side wal through top plate and welded. add-on extra 2 - 3" Fill lines on rear of tank add-on site glass with LED gauge light (one to be @front driver s side) 6" raised side (lip) on top perimeter of tank Dump Valve Cut out & top mount man hole	s, tank lifting lugs, 3/8" all walls, all baffles protrude ls, & all baffles protrude	
10" Newton Dump valve El12v	1	\$2,448.00
Electric standard electric 70-34		1-,
	· · · · · · · · · · · · · · · · · · ·	Carlo and

	Poly Hose Bed	1	\$1,365.00
0	10" x length of tank to be mounted on passenger side of tank	,	
ŧ,	Poly Tool Box Double Door	4	\$7,800.00
	60" x 16" x 34" size of box can be change price will adjust by size	11	
	Hale HXP200 B-18 Fire Pump	1	\$5,980.00
X	175 psi max 345 gpm max Electric Start / Exhaust Prime		
	Under bed pump mount	1	\$750.00
	Steel frame custom built for pump mount under bed, will also have poly for pump location	/ backer and side pr	otection
	Tanker Manifold and Fittings	1	\$5,250.00
	 3-1" valve discharge (Akron Valve) 1-2.5" valve discharge (Akron Valve) 2-1.5" valve discharge (Akron Valve) description: 1-2.5" valve will be for operations 2-1.5" one for hose lay along tank sides to be hard piped with swivels at one for other operations 2.1" one for previous one for hose lay along tank sides to be hard piped with swivels at one for other operations 		
	3-1" one for pump recurc, one for booster reel one for whip line (truck p	protection)	
	Tanker Fitting Kit	.1	\$3,500.00
	All Stainless piping to plumb in all component's and tank fill lines with tw Tank Fill Valves	vo - 3" (Akron Valve)	
	Hale Dual Cab Control	1	\$3,476.50
	Cab Mount control panel 168-00048-010		
	Fuel Tank Aluminum	1	\$273.00
	5 gallon fuel tank/gauge		
	Hannay EF20-30-31	1	\$1,888.25
	Redline Booster Hose 1" X 150'	1	\$1,370.46

1

	FRC TANK-VISION PRO 300	1	¢527.20
0	TANKVISION PRO 300	,	\$527.28
	The TankVision Pro is the fire industry's first multicolor tank level display. It us	es a pressure	** *
1	sensor to sense the amount of liquid in the tank and can be calibrated to accu the volume in tanks of all shapes and sizes.	rately display	
	and totallie in tarks of all shapes and sizes.	1 1	
	FRC Tank Vision Pro 300 cab mini		
		1	\$203.94
	Federal Signal / PF 200-R		-
	With Speaker	1	\$1,043.75
	Fed/sig Micropulse dual color	10	*** ***
	MPS122U-RB Double stack	10	\$1,848.60
	Akron Brass Forestry monitor	1	#40 CEE 05
	Forestry Monitor - 12V Monitor with Harness, Low Flow Nozzle, CAN Proportion		\$13,655.25
	Harress (COMPLETE PACKAGE ONLY)		
	3462 - Fire Fox Monitor - 2" NPT x 1.5" NH Monitor & Logic Box 12v elect with joy	stick control	
	3293 - Fire Fox Nozzle / 30-60-90-gpm custom wiring harness with joystick control		
	Custom Cab Console	1	\$1,500.00
	Radio/Sound Mount, Pump cab control panel		41,300.00
	the second se		
	FRC / Spectra MS Scene Lt 12v	3	\$2,053.80
	Radiant Eco 15k Im AC, Lamp head only		+2,000.00
	LED Scenelgt, RADIANT ECO, AC 15k lm, lamphead CONFIGURATION:		
	(TKN) Kwikraze nut style adapter		
	(BOW) Black Trim on White Casting		
	Kussmaul Auto Charge 24/12 HO	1	\$1,412.68
	Description		
	25A, 12V charge rating, 6A, 24V charge rating		
	Automatically charges dual battery banks utilizing independent sense circuits th and current to each battery, thus parasitic loads on one battery have no effect of Charges Bath the 2414 have no effect of	at control volta	ge
	charges both the 24 volt & the 12 volt Batteries Independently	on the second	
	Remote Dual Bar Graph Indicator		
	3 year warranty		
	Auto Eject WP 20	1	#202.CO
	Description	1	\$283.68
	120 Volts AC, 20 Amps		

Page 3 of 5

	Total	\$138,734.25
	Subtotal	\$138,734.25
Hydraulic drop tank lift	. 1	\$6,215.36
Shop Labor	225	\$27,000.00
Misc. material for front brush guard/grill	1	\$3,500.00
LT Package Misc. LT/speaker mounts, Wiring, Hardware,	1	\$650.00
Husky 3000 gallon drop tank ALF3000 with 30 oz vinyl	1	\$2,814.30
SCBA Bracket AS07202	3	\$348.60
Spanner Wrench Set	1	\$140.40
Automatically disconnects shoreline Designed specifically for emergency vehicles Eliminates broken shoreline 2 year warranty Default color for cover is yellow		

By signing this document, the customer agrees to the services and conditions outlined in this document.

Slaughterville Fire Dept

Slaughterville Fire Department

Lexington, OK

This report was generated on 2/5/2025 5:45:49 PM

Count of Incidents by Incident Type for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Sort By: IncidentType | Start Date: 01/01/2025 | End Date: 01/31/2025

INCIDENT TYPE	# INCIDENTS
100 - Fire, other	1
111 - Building fire	1
122 - Fire in motor home, camper, recreational vehicle	1
131 - Passenger vehicle fire	2
143 - Grass fire	3
311 - Medical assist, assist EMS crew	5
322 - Motor vehicle accident with injuries	1
412 - Gas leak (natural gas or LPG)	2
510 - Person in distress, other	6
551 - Assist police or other governmental agency	1
561 - Unauthorized burning	2
611 - Dispatched & cancelled en route	2
622 - No incident found on arrival at dispatch address	5
631 - Authorized controlled burning	2
632 - Prescribed fire	1
651 - Smoke scare, odor of smoke	1
736 - CO detector activation due to malfunction	1

This report displays Incidents by Incident type for the selected Incident Status (es) and chosen date range. Nemsis 2 & 3 Incidents Included.



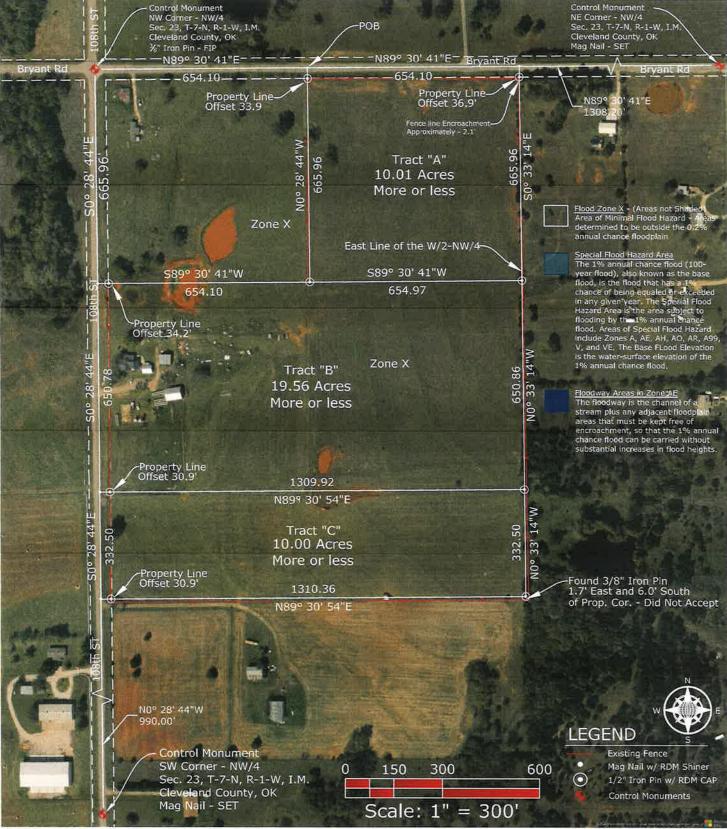
emergencyreporting.com Doc Id: 1673 Page # 1 of 1

×

Certificate of Survey Plat (Rural Certificate of Survey)

RDM LAND SURVEYING CO. ROGER D. MAYES, PLS #1029 CA #2347, EXPIRES JUNE 30, 2025 P.O. BOX 921 PURCELL, OKLAHOMA 73080 (405) 527-5838

CLIENT: MCGEHEE, GARY DATE OF SURVEY: 11/26/2024 BASIS OF BEARINGS: NAD 83 OK SOUTH



County: Cleveland

Surveyor Notes:

Last Site Visit: 11/26/2024

- 1. This Certificate of Survey Plat/Rural Certificate of Survey is not a Flood Certificate, No Base Flood Elevation data determined.
- The Provided "Metes and Bounds" Legal Description encroaches on properties to the East and South. 2.
- See the measured and recorded distances in the "Original Legal Description" on Page 2.
- 3. Aerial and Fema Data is for Visual Reference Only
- 4. FEMA Flood Data Overlay may not represent actual location of the Flood hazard area. FEMA DATA INFO:

FIRM Data effective 9/26/2008 FIRM panel #40027C0385H

Polygons Derived from GIS Data from www.FEMA.gov



- Surveyor Notes 1. No abstracting material provided. 2. Points along existing roadway fence may not represent actual Right-Of-W. 3. No Improvements were requested to located. 4. No OKTE Ublikties or any underground improvements were requested to be located.

- inproteinents were requested to be located.
 5. No Easements were provided or requested to be located.
 6. Property may be subject to adverse possession, prescriptive easements, and other boundary disputes.
 7. Aerial is for visual reference only may not be accurate with actual location of monuments.
 8. Parent Tract Legal descriptions were provided by client.

PAGE 1 OF 2

Certificate of Survey Plat

(Rural Certificate of Survey) Legal Descriptions

Original Legal Description:

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Twenty-three (23), Township Seven (7) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of said Section 23; thence along Section line, N89°30'41"E a distance of 654.10 feet to the POINT OF BEGINNING; thence continuing along Section line, (Recorded - East 655.75') (Measured - N89°30'41"E a distance of 654.10 feet) to the Northeast Corner of the West Half (W/2) of the Northwest Quarter (NW/4) of said Section 23; thence along the East line of said W/2-NW/4, (Recorded - South 1650 feet) (Measured - S00°/33'14"E a distance of 1649.32 feet); thence (Recorded - West 1313.12 feet) (Measured - S89°30'54"W a distance of 1310.36 feet) to a point on the West line of the Northwest Quarter (NW/4); thence along said West line, N00°28'44"W a distance of 983.28 feet; thence N89°30'41"E a distance of 654.10 feet; thence N00°28'44"W a distance of 665.96 feet to the POINT OF BEGINNING.

The above described tract of land contains 39.57 acres, more or less

Proposed Legal Descriptions:

Tract "A

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Twenty-three (23), Township Seven (7) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of said Section 23; thence along Section line, N89°30'41"E a distance of 654.10 feet to the POINT OF BEGINNING; thence continuing along Section line, N89°30'41"E a distance of 654.10 feet to the Northeast Corner of the West Half (W/2) of the Northwest Quarter (NW/4) of said Section 23; thence along the East line of said W/2-NW/4, S00°33'14"E a distance of 665.96 feet; thence S89°30'41"W a distance of 654.97 feet; thence N00°28'44"W a distance of 665.96 feet to the POINT OF BEGINNING.

The above described tract of land contains 10.01 acres, more or less.

Tract "B'

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Twenty-three (23), Township Seven (7) North, Range One (1) West of the A tract of land that is a part of the Northwest Quarter (NW/4) of Section Twenty-three (23), Township Seven (7) North, Range One (1) west of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of said Section 23; thence along Section line, S00°28'44"E a distance of 665.96 feet to the POINT OF BEGINNING; thence continuing along Section line S00°28'44"E a distance of 650.78 feet; thence N89°30'54"E a distance of 1309.92 feet to a point on the East line of the said W/2-NW/4; thence along the east line of said W/2-NW/4, N00°33'14"W a distance of 650.86 feet; thence S89°30'41"W a distance of 1309.07 feet to the POINT OF BEGINNING

The above described tract of land contains 19.56 acres, more or less.

Tract "C'

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Twenty-three (23), Township Seven (7) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of said Section 23; thence along Section line, S00°28'44"E a distance of 1316.74 feet to the POINT OF BEGINNING; thence continuing along Section line S00°28'44"E a distance of 332.50 feet; thence N89°30'54"E a distance of 1310.36 feet to a point on the East line of the said W/2-NW/4; thence along the east line of said W/2-NW/4, N00°'33'14"W a distance of 332.50 feet; thence S89°30'54"W a distance of 1309.92 feet to the POINT OF BEGINNING.

The above described tract of land contains 10.00 acres, more or less.

State of Oklahoma, County: Cleveland

Notary:



supervision, this	s survey in accordance with t	the original survey of			
this area and find this Plat of Survey to be a true and accurate					
representation of th	e above described property.	ALL ALL			
WYT- O B	0	AS OB			
10 18	Karp Mann	Roger D.			
LIC		-82 Mayes			
10 × 10	ROGER D. MAYES	881			
. · · ·	Registered Land Survey	or No21029 029			

I, Roger D. Mayes, a Registered Land Surveyor in and for the State of Oklahoma, do hereby certify that I have made or have had made under

State of Oklahoma) County of Cleveland) SS Before me, a Notary Public, in and for said County of State, on this <u>3</u> day of <u>Dec</u> 20<u>24</u>, personally appeared, Roger D. Mayes, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

My Commission expires: Cupil 4,2025

orie a. Mayes

SLAUGHTERVILLE BOARD OF TRUSTEES Accepted by the Town of Slaughterville, Oklahoma, Board of Trustees on the _____day of _____, 20

ATTEST:__

Notary:

Town Clerk

Mayor

State of Oklahoma) County of Cleveland) SS Before me, a Notary Public, in and for said County and State, on this____day of______ 20___, personally appeared, _____, to me known to be the identical person who executed the

within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

My Commission expires:_

Notary Public

Date

D ADG Blatt

1/17/2025

Ashley Furry Town Administrator Town of Slaughterville

RE: Letter of Agreement for Municipality ARPA Revenue Loss Projects

This Letter of Agreement is between the Town of Slaughterville ("Town") and Cleveland County ("County"). This Agreement defines the terms and requirements for spending the ARPA allocations. This funding is from an allocation of the "Revenue Loss" portion of Cleveland County's ARPA allotment which has different requirements than other ARPA funds. These guidelines need to be followed when spending the funds:

- 1. **Use of Funds** The funds cannot be used to:
 - a. Offset a reduction in net tax revenue (applicable to states and territories)
 - b. Make a deposit into a pension fund (applicable to all recipients except Tribes)
 - c. Service debt or replenish financial reserves (e.g., "rainy day funds") (applicable to all recipients)
 - d. Satisfy settlements and judgments (applicable to all recipients)
 - e. Fund programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19 (applicable to all recipients)
- 2. **Procurement** Generally, there are no additional federal guidelines, however the Town will need to comply with all applicable town, county, and state procurement guidelines.
- 3. **Construction** If funding construction, the contractor will need to comply with Appendix II, 2 CFR 200.
- Tracking of real property or equipment There is no requirement under Revenue Loss to specifically track real
 property or equipment (see Exhibit A FAQ memo), however, the Town will need to comply with all applicable town,
 county, and state guidelines.
- 5. **Record Retention** The Town will need to maintain records for a minimum of 3 years.
- 6. **Financial Reporting** The Town will need to review and approve all expenditures and submit to the County on a quarterly basis, including documentation of approval.
- 7. **Project Reporting** The Town will assist the County in sharing periodic photos and updates of project progress for the purposes of public information and documentation for future audits. Once the project has been completed and the funds have been expended, the Town will provide a summary report to the County detailing the project and the impact it has on the community.
- 8. **Use of Name** Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.
- 9. **Publications** Any publications produced with funds from this Agreement shall display shall display the following language: "The project [is being] [was] supported, in whole or in part, by federal award number SLFRP0298 awarded to Cleveland County, Oklahoma by the U.S. Department of the Treasury."

ADG Blatt www.adgblatt.com

Oklahoma City 920 W Main Oklahoma City OK 73106 405.232.5700 Edmond 101 S Broadway #200 Edmond, OK 73034 405.340.8552

10. **Term** – The project must be completed and all funds expended prior to December 31, 2026.

Agreed to this ______ day of _____2025

Signature:_____

Title:_____

Enc: Exhibit A - FAQ 13.15 Memo

13.15. Which requirements of the Uniform Guidance apply to revenue loss funds?

Under the statute and the final rule, recipients may use SLFRF funds for the provision of government services up to the amount of their revenue loss due to the pandemic. Under the final rule, recipients may either calculate their revenue loss amount using a formula provided in the rule or elect up to a \$10 million "standard allowance" of revenue loss over the life of the program. Recipients have considerable flexibility to use SLFRF revenue loss funds on activities to address the diverse needs of their communities, as discussed in FAQ 3.2, but may not use the funds for the following ineligible uses:

- Offset a reduction in net tax revenue (applicable to states and territories)
- Make a deposit into a pension fund (applicable to all recipients except Tribes)
- Service debt or replenish financial reserves (e.g., "rainy day funds") (applicable to all recipients)
- Satisfy settlements and judgments (applicable to all recipients)
- Fund programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19 (applicable to all recipients)

In-depth descriptions of the ineligible uses can be found in the "Restrictions on Use" section of the Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule.

The SLFRF award terms and conditions provide that the requirements of the Uniform Guidance, 2 C.F.R. Part 200, apply to SLFRF awards other than such provisions as Treasury may determine are inapplicable to the award and subject to such exceptions as may be otherwise provided. The 2022 Compliance Supplement also provided that the requirements of 2 C.F.R. Part 200 are applicable unless stated otherwise. As such, recipients are required to follow Subparts A, B, C, and F of the Uniform Guidance for expenses categorized under Expenditure Category 6 "Revenue Replacement." However, given the purpose and very broad scope of eligible uses of the revenue replacement funds, only a subset of the requirements in Subparts D and E of the Uniform Guidance apply to recipients' use of such funds. The applicable requirements are listed below. In general, these requirements provide that recipients should not deviate from their established practices and policies regarding the incurrence of costs, and that they should expend and account for the funds in accordance with laws and procedures for expending and accounting for the recipient's own funds. Recipients' use of revenue replacement funds remains subject to the other applicable requirements of the SLFRF program, including among other things the deadlines for obligations and expenditures and the application of federal antidiscrimination requirements.

<u>Uniform Guidance Subpart D and E Requirements Applicable to Revenue Loss Funds Used for</u> <u>the Provision of Government Services</u>

Subpart D Post Federal Award Requirements

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.

- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.
- Record Retention and Access (2 C.F.R. 200.334 200.338)
 - o 200.334 Retention requirements for records.
 - 200.335 Requests for transfer of records.
 - o 200.336 Methods for collection, transmission, and storage of information.
 - o 200.337 Access to records.
 - o 200.338 Restrictions on public access to records.
- Remedies for Noncompliance (2 C.F.R. 200.339 200.343)

Note: These sections will apply to Treasury's administration of the funds. Because the revenue loss eligible use category does not give rise to subawards, as discussed in FAQ 13.14, recipients will not be in a position to apply these provisions with respect to subrecipient relationships.

- 200.339 Remedies for noncompliance.
- o 200.340 Termination.
- o 200.341 Notification of termination requirement.
- o 200.342 Opportunities to object, hearings, and appeals.
- 200.343 Effects of suspension and termination.
- 200.344 Closeout.

Note: This section will apply to Treasury's administration of the funds. Because the revenue loss eligible use category does not give rise to subawards, as discussed in FAQ 13.14, recipients will not be in a position to apply this provision with respect to subrecipient relationships.

• 200.345 Post-closeout adjustments and continuing responsibilities.

Note: This section will apply to Treasury's administration of the funds. Because the revenue loss eligible use category does not give rise to subawards, as discussed in FAQ 13.14, recipients will not be in a position to apply this provision with respect to subrecipient relationships.

• 200.346 Collection of amounts due.

The program income requirements of 2 CFR 200.307 do not apply under revenue loss eligible use category. As such, recipients may maintain program income, which will not be considered an addition to the federal award.

Consistent with the Uniform Guidance, if SLFRF is to be used to cover a cost incurred by a recipient, the cost must be one that is allowable. In determining whether a cost is allowable for purposes of funds used under the revenue loss eligible use category, only the following factors and requirements apply:

Subpart E – Cost Principles

- 200.400(a) (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

RED = Not Applicable under – Revenue Loss

2CFR200 – Subpart D – Post Federal Award Requirements

- § 200.300 Statutory and national policy requirements.
- § 200.301 Performance measurement.
- § 200.302 Financial management.
- § 200.303 Internal controls.
- § 200.304 Bonds.
- § 200.305 Federal payment.
- § 200.306 Cost sharing or matching.
- § 200.307 Program income.
- § 200.308 Revision of budget and program plans.
- § 200.309 Modifications to Period of Performance.
- <u>Property Standards 200.310 200.316</u>
 - § 200.310 Insurance coverage.
 - o § 200.311 Real property.
 - § 200.312 Federally-owned and exempt property.
 - § 200.313 Equipment.
 - § 200.314 Supplies.
 - § 200.315 Intangible property.
 - § 200.316 Property trust relationship.
- <u>Procurement Standards 200.317 200.327</u>
 - § 200.317 Procurements by states.
 - § 200.318 General procurement standards.
 - § 200.319 Competition.
 - § 200.320 Methods of procurement to be followed.
 - § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
 - § 200.322 Domestic preferences for procurements.
 - § 200.323 Procurement of recovered materials.
 - § 200.324 Contract cost and price.
 - § 200.325 Federal awarding agency or pass-through entity review.
 - § 200.326 Bonding requirements.
 - § 200.327 Contract provisions.
- Performance and Financial Monitoring and Reporting 200.328 200.330
 - § 200.328 Financial reporting.
 - § 200.329 Monitoring and reporting program performance.
 - § 200.330 Reporting on real property.
- <u>Subrecipient Monitoring and Management</u> 200.331 200.333
 - § 200.331 Subrecipient and contractor determinations.
 - o § 200.332 Requirements for pass-through entities.
 - § 200.333 Fixed amount subawards.
- <u>Record Retention and Access</u> 200.334 200.338
 - o § 200.334 Retention requirements for records.
 - \circ § 200.335 Requests for transfer of records.

- o § 200.336 Methods for collection, transmission, and storage of information.
- § 200.337 Access to records.
- § 200.338 Restrictions on public access to records.
- <u>Remedies for Noncompliance 200.339 200.343 (this is N/A since subrecipient monitoring is N/A.</u>
 - § 200.339 Remedies for noncompliance.
 - o § 200.340 Termination.
 - o § 200.341 Notification of termination requirement.
 - § 200.342 Opportunities to object, hearings, and appeals.
 - § 200.343 Effects of suspension and termination.
- <u>§ 200.344</u> Closeout.
- <u>§ 200.345</u> Post-closeout adjustments and continuing responsibilities.
- <u>§ 200.346 Collection of amounts due.</u>