

11/14/2023

AGENDA

MEETING PACKET



**BLANCHARD CITY COUNCIL
REGULAR MEETING**

**6:00 P.M. or Immediately following
BMIA Meeting**

**MUNICIPAL COURTHOUSE
300 N. MAIN STREET
BLANCHARD, OK 73010**

CITY COUNCIL

Michael Scalf ~ Ward 2 - Mayor
Chuck Kemper ~ Ward 4 - Vice Mayor
Ben Whitt ~ Ward 1 - Councilor
Albert Ryans ~ Ward 3 - Councilor
Christina Short ~ At-Large - Councilor

STAFF

Robert L. Floyd ~ City Manager
David L. Perryman ~ City Attorney
Kenny Sullivan ~ City Engineer
Diana Daniels ~ City Clerk
Daniel Ofsthun ~ Finance Director
David Standridge ~ PW Director
Dustin Downey ~ Projects Manager
Hayden Wilkes ~ City Planner



AGENDA

11.14.23

Notice is hereby given of a regular meeting to be held at the Municipal Court House, 300 N. Main Street, Blanchard, Oklahoma, in accordance with the Oklahoma Open Meeting Act for the purpose of discussion, consideration and possible action, including, but not limited to, the approval, denial, amendment, revision or conditional approval, in whole or in part of the following Agenda items.

BLANCHARD CITY COUNCIL
REGULAR MEETING
TUESDAY, 14 NOVEMBER 2023
6:00 P.M.

IMMEDIATELY FOLLOWING THE BMIA MEETING

This Agenda was posted in prominent public view on the City's website at www.cityofblanchard.us and the City Hall Bulletin Board on or before 5:00 p.m., Thursday, the 9th day of November, 2023, in accordance with the Oklahoma Open Meeting Act.

Robert L. Floyd

City Clerk

A. MEETING CONVENED

1. CALL TO ORDER:
2. ROLL CALL:
3. DETERMINATION OF QUORUM:
4. PROCLAMATIONS:
 - a. Pearl Harbor Remembrance Day ~ 12.07.

B. BUSINESS AGENDA

The following item(s) are hereby designated for discussion, consideration and take INDIVIDUAL action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of:

1. ORDINANCE.
Consider and discuss proposed Sign Ordinance amendment. Possible action and vote on a motion to adopt an Ordinance adding a new Section notwithstanding any other provision in the Code of Ordinances of the City of Blanchard.
2. EMERGENCY CLAUSE.
Discuss and vote on a motion to approve the Emergency Clause for Ordinance No. ____.
3. ORDINANCE.
Consider and discuss Property Maintenance – Vegetation and Trees on Rights-of-Way, Alleys and Closed Streets. Possible action and vote on a motion to adopt an Ordinance amending Section 12-101 of the Blanchard Municipal Code establishing that the responsibility of persons, entities or corporations to maintain premises that they own also extends to adjacent properties that are otherwise in their possession or control.
4. EMERGENCY CLAUSE.
Discuss and vote on a motion to approve the Emergency Clause for Ordinance No. ____.

5. **ORDINANCE.**
Consider and discuss Vagrancy, Loitering, Sleeping in Parks and at Memorials. Possible action and vote on a motion to adopt an Ordinance amending Section 13-503 of the Blanchard Municipal Code to add vagrancy, loitering and sleeping in public parks and at memorials offenses.
6. **EMERGENCY CLAUSE.**
Discuss and vote on a motion to approve the Emergency Clause for Ordinance No. ____.
7. **ORDINANCE.**
Consider and discuss ATV and Golf Cart Ordinance Amendment. Possible action and vote on a motion to adopt an Ordinance amending Section 18-307 of the Blanchard Municipal Code and adding new Sections 18-308, 18-309 18-310 and 18-311 regulating the operation of All-Terrain Vehicles and Golf Carts and other similar vehicles on public rights-of-way within the City of Blanchard.
8. **EMERGENCY CLAUSE.**
Discuss and vote on a motion to approve the Emergency Clause for Ordinance No. ____.
9. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2023-____ approving the 2024 Holiday Schedule.
10. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2023-____ approving the 2024 Meeting Calendar.
11. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2023-____ approving the Workers' Comp reimbursement.
12. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2023-____ accepting the 2024 CENA Grant in the amount of \$12,000.00.

13. **COMMUNITY GARDEN.**
Discuss and vote on a motion approving the creation and development of a community garden in Blanchard.
14. **REMISSION OF FINES & COURT COSTS.**
Discuss and vote on a motion approving the remission of fines and court costs, as recommended, by the Municipal Judge due to the death of the defendant.
15. **EXPENDITURE REQUEST.**
Discussion, consideration and take appropriate action re: a request to expend \$15,590 from the Police Department Fleet Budget to outfit the newly purchased 2023 Chevy Tahoe.
16. **AGREEMENT.**
Discussion, consideration and take appropriate action re: an Agreement with the Chickasaw Nation for cross-deputization SUBJECT to City Attorney's legal review and approval.
17. **LEXIPOL POLICIES.**
Discussion, consideration and take appropriate action re: the approval of the Lexipol Policies SUBJECT to the City Attorney's legal review and approval.
18. **ROAD IMPROVEMENTS.**
Further discussion, consideration and take appropriate action re: the status of Phase I and Phase II of Section Line Road Improvements.
19. **FIRE STATION COMPLETION.**
Further discussion, consideration and take appropriate action re: the status of subcontractor payments; and bonds.

C. CONSENT AGENDA

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

1. **APPROVAL** of regular meeting minutes of 10/24/23.
2. **APPROVAL** of special joint meeting minutes of 10.30.23.

3. **ACKNOWLEDGE** of payment of FYE2024 Claims and Expenditures in the total amount of \$229,394.95.
4. **ACKNOWLEDGE** of payment of FYE2024 Payrolls in the total amount of \$180,942.03.
5. **ACKNOWLEDGE** the transfer of the November 2023 Sales Tax as per Budget in the total amount of \$306,667.46.
6. **ACCEPTANCE** of the October 2023 Financial Report.
7. **ACCEPTANCE** of October Animal Control Donation of Supplies.
8. **APPROVAL** of 2023 Christmas Stipend in the amount of \$8,870.00.

D. CONSENT ITEM REMOVAL

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

E. PUBLIC COMMENTS

From the general public [limited to 3-minutes per speaker] for a total of 15-minutes on Utility related NON-AGENDA items. Preference will be given to Blanchard ratepayers and NO FORMAL ACTION will be taken.

F. COUNCIL/STAFF COMMENTS

This item is listed to provide an opportunity for the City Council and/or city staff to make comments and/or request specific agenda items. NO ACTION will be taken.

G. EXECUTIVE SESSION

MOTION to go into Executive Session to discuss the following item(s):

1. Discussing negotiations concerning employees and representatives of employee groups [pursuant to Title 25 O.S. §307(B)(2)].
2. For the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would

violate the confidentiality of the business [pursuant to Title 25 O.S. §307(C)(11)].

3. **RECONVENE** into Open Session to consider and take appropriate action re:
 - a. negotiations concerning employees and representatives of employee groups.
 - b. the transfer of property, financing, or the creation of a proposal to entice a business to remain or locate within their jurisdiction.

H. FURTHER INFORMATION

1. **REPORTS** ~ Sales/Use Tax.
2. **REPORTS** ~ 2023 Attendance.
3. **REPORTS** ~ Departmental Activities.

I. ADJOURNMENT



MEETING CONVENED



- **Called to Order**
- **Roll Call**
- **Determination of Quorum**
- **Citations/Proclamations**





Blanchard

Proclamation

Whereas on Sunday, December 7, 1941 the Imperial Japanese launched a surprise attack on Pearl Harbor in an attempt to break the American will and destroy our Pacific Fleet. The attack left over 3,500 Americans killed or wounded and was the beginning of World War II; and

Whereas our service members valiantly answered the call by defending their positions, fighting back against our attackers, and caring for our wounded. The sacrifices made by the members of our armed forces and civilians to protect America and its people, will never be forgotten; and

Whereas President Franklin D. Roosevelt declared December 7, 1941, a “date which will live in infamy”. In his official speech on December 8, 1941 he included, “No matter how long it may take us to overcome this premeditated invasion, the American people in their righteous might will win through to absolute victory” and “With confidence in our armed forces, with the unbounding determination of our people, we will gain the inevitable triumph -- so help us God”; and;

Whereas on August 23, 1994, Congress, by Public Law 103-308, designated December 7 of each year as “National Pearl Harbor Remembrance Day” authorizing and requesting the President to issue annually a proclamation calling on the people of the United States to observe the day with appropriate ceremonies and activities and to urge all Federal agencies, and interested organizations, groups, and individuals to fly the flag at half-staff each December 7 in honor of the individuals who died as a result of their service at Pearl Harbor; and

Whereas commemoration of the attack on Pearl Harbor will instill in all people of the United States a greater understanding and appreciation of the selfless sacrifice of the individuals who served in the armed forces of the United States during World War II; and

Now Therefore, I, Michael Scalf Sr., by virtue of the authority vested in me as Mayor on behalf of the Governing Body of the City of Blanchard, Oklahoma, do hereby proclaim **December 7, 2023** as:

'National Pearl Harbor Remembrance Day'

Further be it known that the citizens of Blanchard, Oklahoma, remember with eternal respect those who were injured or killed on December 7, 1941 at Pearl Harbor.

*Given Under My Hand and the Seal of the City of Blanchard, on
this 14th day of November, 2023.*

City Clerk

Mayor





BUSINESS AGENDA





1



AGENDA COMMENTARY

City Business Agenda
Item No. 1
Meeting of 14 November 2023

Item Title:	ORDINANCE ~ Signs
Initiators / Initiating Department:	David L. Perryman, City Attorney
Background:	Attached is the draft of the proposed Ordinance for signs along with a copy of the existing Ordinance.
Exhibits:	Staff Report Proposed Ordinance Ordinance No. 650 adopted by City Council 2/28/2017
Financial Impact:	None.
Action:	Consider and discuss proposed Sign Ordinance amendment. Possible vote on a motion to adopt an Ordinance adding a new Section notwithstanding any other provision in the Code of Ordinances of the City of Blanchard.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BLANCHARD, OKLAHOMA, ADOPTING A NEW SECTION 4-314 OF CHAPTER 4, ARTICLE 3 OF THE CODE OF ORDINANCES OF THE CITY OF BLANCHARD, OKLAHOMA TO ESTABLISH LOCATIONS WHERE SIGNS MAY NOT BE LOCATED WITHIN THE CITY OF BLANCHARD NOTWITHSTANDING ANY OTHER PROVISION IN THE CODE OF ORDINANCES OF THE CITY OF BLANCHARD, OKLAHOMA, PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BLANCHARD, STATE OF OKLAHOMA:

SECTION 1. That a new section 4-314 of Chapter 4, Article 3 of the Code of Ordinances of the City of Blanchard, Oklahoma is hereby adopted and shall henceforth read as follows:

Section 4-314 Signs Prohibited in Specified Locations.

Notwithstanding any other provision in the Code of Ordinances of the City of Blanchard, Oklahoma or the Zoning Ordinances of the City of Blanchard, Oklahoma, no sign, regardless of content, may be placed:

- 1) In any median of any federal, state, county or local street or thoroughfare;
- 2) On public property or public right of way beyond the private property line adjacent to any federal or state highway;
- 3) On private property or on adjacent public property laying between the private property line and the street edge in areas not adjacent to a federal or state highway without the permission of the owner of the private property;
- 4) In a manner that impedes sightlines or interferes with the safe operation of vehicles, or bicycles or the safe movement of pedestrians at or near any intersection; or
- 5) In a manner that obstructs or impedes the use of any street, alley, sidewalk or other public way.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. It being immediately necessary for the preservation of the public health, peace and safety of the citizens of the city of Blanchard, Oklahoma that an emergency be declared. **Wherefore**, an emergency is hereby declared to exist and this ordinance shall be in full force and effect immediately upon its adoption.

ADOPTED and APPROVED this 14th day of November, 2023.

ATTEST:

MAYOR

CITY CLERK

APPROVED as to form this 9th day of November, 2023.

City Attorney

ORDINANCE NO. 650

AN ORDINANCE OF THE CITY OF BLANCHARD, OKLAHOMA AMENDING THE CODE OF ORDINANCES AND ZONING ORDINANCES; REPEALING SECTIONS 21-510, 21-705, 21-714, 21-729, 21-734, AND 21-744 OF THE ZONING ORDINANCES OF BLANCHARD, OKLAHOMA; AND AMENDING ARTICLE THREE (3) OF CHAPTER FOUR (4) OF THE CODE OF ORDINANCES OF BLANCHARD, OKLAHOMA, AS AMENDED; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLANCHARD, OKLAHOMA:

SECTION 1. That Section 21-510, Article 5 of Chapter 21 of The Code of Ordinances of the City of Blanchard is hereby repealed.

SECTION 2. That Section 21-705, Article 7 of Chapter 21 of The Code of Ordinances of the City of Blanchard is hereby repealed.

SECTION 3. That Section 21-714, Article 7 of Chapter 21 of The Code of Ordinances of the City of Blanchard is hereby repealed.

SECTION 4. That Section 21-729, Article 7 of Chapter 21 of The Code of Ordinances of the City of Blanchard is hereby repealed.

SECTION 5. That Section 21-734, Article 7 of Chapter 21 of The Code of Ordinances of the City of Blanchard is hereby repealed.

SECTION 6. That Section 21-744, Article 7 of Chapter 21 of The Code of Ordinances of the City of Blanchard is hereby repealed.

SECTION 7. That Section 4-301, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby amended to read as follows:

ARTICLE 3

SIGN REGULATIONS

SECTION 4-301 INTENT.

This article provides content-neutral sign standards that allow legitimate signage for agricultural, residential, professional office, business, and industrial activities. The purpose of this article is to:

- A. Protect the health, safety, and general welfare of the citizens of the City of Blanchard, Oklahoma;
- B. Reduce intrusions and protect property values;

C. Improve traffic and pedestrian safety, by minimizing undue distractions to the motoring public;

D. Protect the rights of individuals and businesses to convey their messages through signs;

E. Ensure the fair and consistent enforcement of sign standards;

F. Protect the tourism industry by promoting a pleasing community image; and

G. Enhance and strengthen economic stability.

SECTION 8. That Section 4-302, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-302 SCOPE.

These provisions apply to the display, construction, erection, alteration, location, and maintenance of all new and existing signs within the corporate limits of the City of Blanchard, Oklahoma.

SECTION 9. That Section 4-303, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-303 DEFINITIONS.

The definitions contained in this section shall be applied in the interpretation of all sections within Article 3 of this ordinance, except where the context clearly indicates otherwise. Words used in the present tense shall include the future tense, singular number shall include the plural, and plural include the singular.

1. **Abandoned Sign:** Signage that has been neglected and fallen into disrepair.

2. **Flashing or Blinking:** Illumination which changes in copy or intensity more often than an eight-second interval.

3. **Government Sign:** Temporary or permanent, erected by government employees or officers in the performance of their professional/elected duties, on public property, right-of-way, or easements.

4. **Illegal Sign:** A sign erected in violation of the provisions of this article, or without first having been permitted.

5. **Illuminated Sign:** Emits or reflects artificial light, as provided in Section 4-307.

6. **Nonconforming Sign:** A sign which was erected prior to the passage of this ordinance, but does not comply with the provisions of this article.

7. **Rotating or Moving Sign:** Any portion of which moves by mechanical means or the wind; does not refer to changing copy with an electronic message display system.

8. **Sight Triangle:** A triangle with dimensions of twenty feet from the intersection of the two exterior lanes of intersecting traffic, and a connecting line between the two. Sight triangles are implemented to ensure driver and pedestrian visibility.

9. **Sign:** Any copy, including material used to differentiate the copy from the background, which is applied to a surface as a means of identifying, advertising, announcing, or illustrating products, services, and/or events.

10. **Sign Clearance:** The vertical distance between the lowest point of any sign and the highest finished grade at the base of the sign.

11. **Sign Copy:** Any word, figure, number, symbol, or emblem affixed to a sign.

SECTION 10. That Section 4-304, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-304 SIGNS EXEMPT FROM OBTAINING A PERMIT.

The following signs are exempt from the provisions of this Article and are, therefore, exempt from the requirement to obtain a sign permit:

A. Signs not visible beyond the boundaries of the property upon which they are located.

B. Government signs that are placed by government officers in the performance of their professional/elected duties, on public property, right-of-way, or easements; including, but not limited to:

1. Traffic signage
2. Public meeting, event, or other notification signage
3. Wayfinding signs

C. Signs erected by public utility companies or construction companies in the performance of their professional duties.

D. Vehicle signage when painted directly on a vehicle or attached magnetically.

E. Temporary signage of three (3) square feet or smaller placed for no longer than thirty (30) days, on private property, with the expressed approval of the property owner.

F. Window signage which covers no more than fifty (50) percent of the total window area of a building.

G. Lettering or signage necessary to display 911 addressing, and identification of property.

H. Signage of six (6) square feet or smaller placed for the purpose of posting information (e.g. "No Trespassing" signs).

I. Change of copy on any sign where the framework or other structural elements are not altered.

J. Signage which is erected and displayed at the date of adoption of this article.

K. Type "D" signs placed in accordance with this ordinance, subject to all of the size, placement, and maintenance restrictions of type "D" signs.

SECTION 11. That Section 4-305, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-305 PERMIT REQUIREMENTS.

A. No sign shall be displayed, erected, relocated, or altered within the corporate limits of the City of Blanchard, Oklahoma, except those outlined in Section 3.4 of this article, unless all necessary permits have been issued by the City of Blanchard. Applicants shall submit an application form to the permits clerk for review before any permit may be issued.

B. Applications will require the following items to be permitted:

1. Site plan showing the proposed sign location
2. Construction document showing the complete visual descriptions, including dimensions

C. Signs shall only be erected or constructed in compliance with the approved permit.

D. Applicants shall obtain an electrical permit for signs that require electrical service.

E. Signs permitted as an accessory to a legal, nonconforming use shall be subject to the regulations of the zoning district in which the nonconforming use is located.

F. Permitting and inspection of signs shall be done in accordance with Section 4-201 of the Code of Ordinances of the City of Blanchard, Oklahoma.

G. Permitting and inspection fees for signs shall be done in accordance with Section 4-201 of the Code of Ordinances of the City of Blanchard, Oklahoma.

SECTION 12. That Section 4-306, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-306 NONCONFORMING SIGNS.

Any sign constructed before the effective date of this ordinance, which does not comply with the provisions of this article, may continue in existence as long as it is properly maintained in good condition.

These provisions shall not prevent the repair or restoration to a safe condition of any sign, but a nonconforming sign shall not be:

A. Changed to another nonconforming sign except where only the face or copy is changed;

B. Structurally altered so as to increase the degree of nonconformity of the sign;

C. Expanded or enlarged;

D. Reestablished after its removal; or

E. Moved to a new location, unless the location would bring the sign into conformance with the provisions of this article.

SECTION 13. That Section 4-307, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-307 GENERAL REQUIREMENTS.

All signs in all zones shall meet the following requirements:

A. Illuminated Type "A," "B," and "C" signs are permissible if not specifically excluded in the appropriate section for a zoning district, subject to the following requirements:

1. Illumination from an exterior source aimed at the sign should be aimed and shone from above the sign, and shielded to minimize light pointed into the sky.

2. Lighting of Type "A" or "B" signs shall be extinguished no later than 10 p.m. nightly, or thirty minutes after store closure, whichever is later.

3. Illuminated signs shall be located in a fashion which prevents direct rays of light from shining beyond the property lines of the lot on which the sign is located.

4. The copy of any internally illuminated sign shall change at a maximum rate of one (1) time per eight (8) seconds.

B. No light, sign, or other advertising device shall be designed or erected to imitate or resemble any official traffic sign, signal, or device or use any words, phrases, symbols, or characters implying the existence of danger, or the need to stop or maneuver the vehicle.

C. No sign shall be attached to or painted on any tree, utility pole, or street light.

D. Signs which project over a sidewalk, or other path shall have a minimum clearance of eight (8) feet.

E. No sign shall be located within the sight triangle of any intersection.

F. No sign shall be placed in or project into any public property, easement, or right-of-way, except for government signs that are placed by government officers in the performance of their professional/elected duties.

G. Freestanding, monument, and projecting face sign area shall be computed as follows:

1. The area enclosing the perimeter of each cabinet shall be calculated to determine the area.

2. The perimeter of the measurable area shall not include embellishments (e.g., pole covers, framing, or decorative roofing) provided there is no written copy on such embellishments.

3. Maximum height shall be measured from the finished grade at the center of the sign and shall include the sign's base.

H. Every sign, including those for which a permit is not required, shall be maintained in good condition at all times.

G. Any sign constructed, erected, relocated, placed or altered on or after the effective date of this article, including those for which a permit is not required, which is not in accordance with the requirements listed in this section, shall be considered in violation of this ordinance.

SECTION 14. That Section 4-308, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-308 PROHIBITED SIGNS IN ALL ZONING DISTRICTS.

The following signs and/or sign features shall be prohibited in all zones:

- A. Rotating or moving signs;
- B. Abandoned signs;
- C. Any sign which emits any noise or odor;
- D. Any sign which exists or extends, in whole or in part, onto any public property, easement, or right-of-way, or private property without written approval of the land owner; and
- E. Flashing or blinking signs.

SECTION 15. That Section 4-309, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-309 SIGNS REQUIRING A CONDITIONAL USE PERMIT IN ALL ZONING DISTRICTS.

Only the Board of Zoning Adjustments shall have the authority to approve sign variances or conditional use permits for signs unless a request is made to the Planning Commission in conjunction with a Development Plan. Applications for these signs shall be submitted and processed as outlined in Article 8 of the City of Blanchard Zoning Ordinance.

SECTION 16. That Section 4-310, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-310 SIGNS PERMITTED BY TYPE.

Any sign not specifically permitted shall be prohibited.

A. Type "A" Signs:

Signs permanently attached against building fronts, or parallel to the face of a building or any structure, or atop a canopy or awning.

1. Permitted in all Residential, Agricultural, and Suburban Districts:
 - a. One sign not exceeding two (2) square feet in area per side.
 - b. Sign shall not be illuminated.
2. Permitted in all Commercial and Industrial Districts:
 - a. Signs shall not exceed sixty-four (64) square feet in area per side.
 - b. There shall be no more than two signs allowed for each business on the premises.
3. Regulations of all Type "A" Signs, Regardless of District:
 - a. Any projection over fifteen (15) inches from the building or structure to which it is attached shall be no less than eight (8) feet above the passageway beneath it.
 - b. No sign shall project more than six (6) feet from the building or structure to which it is attached.
 - c. No sign shall project higher than the building or structure to which it is attached.
 - d. No sign shall be considered type "A" which advertises or directs attention to a business, commodity, service, or activity which is conducted, sold, or offered elsewhere than on the premises on which the sign is located.

B. Type "B" Signs:

Signs which are self-supporting and structurally independent from any building; are permanently installed or anchored into the ground; and are intended to advertise or direct attention to a business, commodity, service, or activity which is conducted, sold, or offered on the premises on which the sign is located.

1. Permitted in all Residential, Agricultural, and Suburban Districts:
 - a. Signs shall not exceed thirty-two (32) square feet in area per side; nor exceed eight (8) feet in height.

2. Type "B" signs in Residential Districts shall be only for the identification of subdivisions and/or housing complexes.

3. Type "B" signs in Agricultural and Suburban districts within platted subdivisions shall be only for the identification of subdivisions and/or housing complexes.

a. One (1) type "B" sign shall be permitted on Agricultural or Suburban zoned lots NOT within a platted subdivision, subject to the following requirements

4. Signs shall not exceed thirty-two (32) square feet in area per side; nor exceed eight (8) feet in height.

5. Signs shall not be illuminated.

6. Permitted in Commercial Districts C-1 through C-5, and all Industrial Districts. Permitted upon review in Commercial District C-6 "General Commercial District:"

a. One (1) principal sign will be permitted per lot, subject to the following requirements:

1) The sign area shall not exceed two hundred (200) square feet per side.

2) The sign shall not exceed thirty-five (35) feet in height.

b. Secondary signs shall not exceed forty-eight (48) square feet in area; nor exceed ten (10) feet in height.

c. The maximum quantity of type "B" signs is as follows:

1) One (1) principal sign, and

2) Two (2) secondary signs per parcel, unless;

a) Multiple businesses are located on the same parcel, in which case;

b) One (1) principal sign, and

c) One (1) secondary sign per business located on the parcel, are permitted.

7. Regulations of all Type "B" Signs, Regardless of District:

- a. Any pole used for the structure of a sign shall be painted, covered, or wrapped in a veneer of brick, stone, or another material which completely covers the pole.
- b. The base of all support poles shall be wrapped in a veneer of brick, stone, or another material, or shall be landscaped so that the connection of a pole to the ground is completely obscured from a passing view.

C. Type "C" Signs:

All permanent signs which advertise or direct attention to a business, commodity, service, or activity which is conducted, sold, or offered elsewhere than on the premises on which the sign is located. Commonly referred to as billboards, type "C" signage includes all permanent off-premise signage.

1. Permitted in Commercial Districts C-1 through C-5, and all Industrial Districts, upon review:

- a. Signs which shall not exceed three hundred (300) square feet in area per side; nor exceed twenty (20) feet in height.
- b. Type "C" signs shall not be constructed within:
 - 1) Three hundred (300) feet of another type "C" sign;
 - 3) Fifty (50) feet of the property line of any parcel located in a Residential zoning district; or
 - 3) One hundred (100) feet of the nearest residential structure.
- c. Any pole used for the structure of a sign shall be painted, covered, or wrapped in a veneer of brick, stone, or another material which completely covers the pole.
- d. The base of all support poles shall be wrapped in a veneer of brick, stone, or another material, or shall be landscaped so that the connection of a pole to the ground is completely obscured from a passing view.

2. Prohibited in all Residential, Suburban, and Agricultural Districts

D. Type "D" Signs:

All signs temporary in nature.

1. Permitted in all Zoning Districts:
 - a. One (1) principal temporary sign, subject to the following restrictions:
 - 1) The sign area shall not exceed than sixty-four (64) square feet.
 - 2) The sign shall not exceed ten (10) feet in height.
 - 4) The sign shall be removed within ten (10) days after the final event, occasion, sale of property, certificate of occupancy, or election to which the sign refers.
 - b. Any sign not classified as the principal temporary sign shall not exceed thirty-two (32) square feet; nor exceed ten (10) feet in height.
 - 1) Signs within this category shall be removed within ten (10) days of the conclusion, event, election, sale, or advertised activity to which they pertain, and shall be removed within sixty (60) days after erection of the sign.
2. Maximum Aggregate Type "D" Sign Area:
 - a. Sixty-four (64) square feet in all Residential, Suburban, and Agricultural Districts, and Commercial District C-6, "General Commercial District."
 - b. Two hundred (200) square feet in Commercial Districts C-1 through C-5, and all Industrial Districts.
3. Requirements of all Type "D" Signs:
 - a. Type "D" signs shall be placed only on private property. Placement of type "D" signs on public property, or within a public right-of-way, shall be considered a violation of this article, and subject to immediate removal of the sign and/or fines.
 - b. Construction and placement of type "D" signs shall be done in a manner in which the sign will be stable and resistant to damage or removal by forces of nature, and subject to section 311 of this Article.

SECTION 17. That Section 4-311, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-311 MAINTENANCE STANDARDS.

Every sign, including those signs for which a permit is not required, shall be maintained in good condition at all times. Failure to maintain signs in accordance with the provisions of this Article shall be considered a violation of the Article.

SECTION 18. That Section 4-312, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-312 PENALTIES.

Violation of the provisions of these sign regulations shall constitute a misdemeanor which shall be subject to the fines and penalties as set forth in Article 5 of this Chapter of the Code of Ordinances of the City of Blanchard, Oklahoma.

SECTION 16. That Section 4-313, Article 3 of Chapter 4 of The Code of Ordinances of the City of Blanchard is hereby added to read as follows:

SECTION 4-313 SUBSTITUTION CLAUSE.

The contents of this chapter regulate the bulk and placement of signs within the corporate limits of the City of Blanchard. The City of Blanchard shall not regulate signs based on their content. This provision prevails over any more specific provision to the contrary.

SECTION 17. REPEALER.

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 18. SEVERABILITY.

In the event any word or sentence in this ordinance, or provision or portion of this ordinance, or rules adopted by this ordinance is invalidated by any court of competent jurisdiction, the remaining words and/or sentences, provisions, or portions thereof shall not be affected and shall continue in full force and effect.

SECTION 19. EMERGENCY CLAUSE.

It being immediately necessary for the preservation of the public health, peace, and safety of the City of Blanchard 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.

PASSED and APPROVED and the Emergency Clause voted upon separately and PASSED and APPROVED this 28th day of February, 2017.



Mayor



ATTEST:



City Clerk

APPROVED AS TO FORM on this ____ day of February, 2017



City Attorney



2



AGENDA COMMENTARY

City Business Agenda
Item No. 2
Meeting of 14 November 2023

Item Title:	EMERGENCY CLAUSE ~ Ordinance
Initiators / Initiating Department:	David L. Perryman, City Attorney
Background:	<p>The Oklahoma Supreme Court have upheld state statutes regarding the adoption of an Emergency Clause upon the adoption of an Ordinance by the municipal governing body. The Court's ruling only requires that the Ordinance itself must declare that an emergency exists in order to preserve the health, safety and welfare of the citizens of the City of Blanchard.</p> <p>The passage of such an Emergency Clause requires four (4) out of five (5) votes and must be voted upon separately from the Ordinance itself and upon adoption becomes effective on the date of publication in the local newspaper. All ordinances are required to be published within fifteen (15) days from the date of adoption.</p> <p>The non-passage of the Emergency Clause causes the effective date to be thirty (30) days from the date of publication.</p>
Exhibits:	Staff Report
Financial Impact:	Cost of Publication.
Action:	Discuss and vote on a motion to adopt an Emergency Clause for proposed Ordinance annexing additional territory within the City of Blanchard.



3



AGENDA COMMENTARY

City Business Agenda
Item No. 3
Meeting of 14 November 2023

Item Title:	ORDINANCE ~ Property Maintenance – Vegetation and Trees on Rights-of-Ways, Alleys and Closed Streets.
Initiators / Initiating Department:	David L. Perryman, City Attorney
Background:	Attached is a proposed Ordinance amending the BMC at Section 12-101 establishing that the responsibility of persons, entities or corporations to maintain premises that they own also extends to adjacent properties that are otherwise in their possession or control.
Exhibits:	Staff Report Proposed Ordinance
Financial Impact:	Cost of Publication.
Action:	Consider and discuss Property Maintenance – Vegetation and Trees on Rights-of-Way, Alleys and Closed Streets. Possible action and vote on a motion to adopt an Ordinance amending Section 12-101 of the Blanchard Municipal Code establishing that the responsibility of persons, entities or corporations to maintain premises that they own also extends to adjacent properties that are otherwise in their possession or control.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BLANCHARD, OKLAHOMA, AMENDING SECTION 12-101 OF ARTICLE 1 OF CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF BLANCHARD BY ESTABLISHING THAT THE RESPONSIBILITY OF PERSONS, ENTITIES OR CORPORATIONS TO MAINTAIN PREMISES WITHIN THE CITY OF BLANCHARD EXTENDS NOT ONLY TO PROPERTIES THAT THEY OWN BUT ALSO PROPERTIES THAT THEY ARE OTHERWISE IN POSSESSION OR CONTROL OF AS PROVIDED BY 11 O.S. SECTION 22-111(C) OF THE OKLAHOMA STATUTES, PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLANCHARD, OKLAHOMA, THAT:

SECTION 1. That Section 12-101 of Article 1 of Chapter 12 of the Code of Ordinances of the City of Blanchard is hereby amended and shall henceforth, after the effective date of this Ordinance, read as follows:

Section 12-101 ACCUMULATION OF TRASH OR WEEDS UNLAWFUL.

A. No person, entity or corporation owning or otherwise in possession or control of real property located within the corporate limits of the city shall allow trash to accumulate, or weeds to grow or stand upon such real property.

B. The owner and any responsible party in control of any land abutting a sidewalk, alley, or street must maintain the sidewalk, alley, or street free from the accumulation of solid waste; trees, shrubs, or brush impeding pedestrian or vehicular traffic; and other conditions that present a health, fire, or safety hazard. The areas required to be maintained pursuant to this section are any portion of a street, that has been opened for public use, between the curb line and the abutting property line including sidewalks and one-half the width of abutting alleys from the property line to the centerline of the alley.

C. It shall be unlawful for the owner or occupant of property abutting upon a sidewalk or sidewalk area to permit the sidewalk or sidewalk area adjacent to the property to become a hazard to persons using the sidewalk or sidewalk area.

D. It shall be a misdemeanor for any person who owns or occupies property within the City to permit any grass, plants, bushes, weeds or any other vegetation twelve (12) inches high or over, other than trees, shrubbery, agricultural plants, garden vegetables, flowers or ornamental plants, to exist on any sidewalk, public right of way, or grass strip adjacent to such property or unimproved street or alley (to the centerline of such unimproved street or alley).

E. The owner or occupant of any premises abutting on any street of this city shall trim all trees and shrubbery growing in the parking between the sidewalks and the roadway of any such street, and all streets and shrubbery growing on any part of the premises adjacent to the sidewalks or any street or alley in such manner that the boughs or limbs thereof shall not obstruct free and convenient passage and travel along the streets, sidewalks and alleys. Such trees and shrubbery shall be trimmed so that the lowest branches or foliage shall not be lower than twelve (12) feet above the roadway of a street or alley, nor lower than eight (8) feet above the sidewalk.

F. The owner or occupant of any premises located at an intersection shall maintain the shrubbery, within fifty (50) feet in each direction from the intersection, at a height not to exceed two (2) feet.

G. Any owner, occupant or persons otherwise in possession or control, who fails, refuses or neglects to prevent the accumulation of trash or weeds or trim trees and shrubbery as provided in this section, or otherwise fail to comply with the terms of this section after receiving five (5) days' notice from the code enforcement officer to do so, shall be guilty of an offense against this city. Every day that the owner or occupant fails, refuses or neglects to trim such trees or shrubbery after the expiration of the five (5) days' notice shall be a separate offense.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. EMERGENCY. Whereas, it being immediately necessary for the preservation of the public health, peace and safety of the City of Blanchard 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.

ADOPTED and **APPROVED** this 14th day of November, 2023.

Mayor

ATTEST: **(Seal)**

City Clerk

APPROVED as to form this 9th day of November, 2023.

City Attorney



4



AGENDA COMMENTARY

City Business Agenda
Item No. 4
Meeting of 14 November 2023

Item Title:	EMERGENCY CLAUSE ~ Ordinance
Initiators / Initiating Department:	David L. Perryman, City Attorney
Background:	<p>The Oklahoma Supreme Court have upheld state statutes regarding the adoption of an Emergency Clause upon the adoption of an Ordinance by the municipal governing body. The Court's ruling only requires that the Ordinance itself must declare that an emergency exists in order to preserve the health, safety and welfare of the citizens of the City of Blanchard.</p> <p>The passage of such an Emergency Clause requires four (4) out of five (5) votes and must be voted upon separately from the Ordinance itself and upon adoption becomes effective on the date of publication in the local newspaper. All ordinances are required to be published within fifteen (15) days from the date of adoption.</p> <p>The non-passage of the Emergency Clause causes the effective date to be thirty (30) days from the date of publication.</p>
Exhibits:	Staff Report
Financial Impact:	Cost of Publication.
Action:	Discuss and vote on a motion to adopt an Emergency Clause for proposed Ordinance annexing additional territory within the City of Blanchard.



5



AGENDA COMMENTARY

City Business Agenda
Item No. 5
Meeting of 14 November 2023

Item Title:	ORDINANCE ~ Vagrancy.
Initiators / Initiating Department:	David L. Perryman, City Attorney
Background:	Attached is a proposed Ordinance amending the BMC at Section 13-503 to prohibit the obstruction of streets and sidewalks, vagrancy and sleeping on public property.
Exhibits:	Staff Report Proposed Ordinance
Financial Impact:	Cost of Publication.
Action:	Consider and discuss Vagrancy, Loitering, Sleeping in Parks and at Memorials. Possible action and vote on a motion to adopt an Ordinance amending Section 13-503 of the Blanchard Municipal Code to add vagrancy, loitering and sleeping in public parks and at memorials offenses.

ORDINANCE NO. ____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BLANCHARD, OKLAHOMA, AMENDING SECTION 13-503 OF CHAPTER 13, ARTICLE 5 OF THE CODE OF ORDINANCES OF THE CITY OF BLANCHARD, OKLAHOMA TO PROHIBIT THE OBSTRUCTION OF STREETS AND SIDEWALKS, VAGRANCY AND SLEEPING ON PUBLIC PROPERTY, PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BLANCHARD, STATE OF OKLAHOMA:

SECTION 1. That section 13-503 of Chapter 13, Article 5 of the Code of Ordinances of the City of Blanchard, Oklahoma is hereby amended and shall henceforth read as follows:

§ 13-503 OBSTRUCTING STREETS, SIDEWALKS, ETC.; VAGRANCY; LOITERING; AND SLEEPING ON PUBLIC PROPERTY.

A. Any person who collects or assembles and stands or sits in crowds or loiters about or hinders, obstructs, impedes or blocks the free and uninterrupted passage on any sidewalk, street, alley or driveway or in front of any place of business, or in any hall, stairway, office building or any other public place and who fails to disperse upon the command of a police officer or other lawful authority shall be guilty of an offense.

B. It is unlawful to be a vagrant in the limits of the city.

C. For the purpose of this Section, a Vagrant is a person who loiters or remains in or wanders about a public or private place For the purpose of gambling with cards, dice or other gambling paraphernalia; For the purpose of engaging in prostitution or soliciting prostitution or soliciting for an act of lewdness; For the purpose of engaging in theft, or breaking and entering any building property or automobile of another; For the purpose of injuring, destroying, molesting or defacing any property of another; For the purpose of Assaulting any person; For the purpose of begging or soliciting alms, provided that this section shall not apply to persons soliciting alms for bona fide religious, charitable or eleemosynary organizations with the authorization of such organizations; or For the purpose of selling, purchasing, trading or otherwise exchanging, procuring or making available illegal drugs or contraband. *Municipal authority to regulate vagrancy, see 11 O.S. § 22-123*

D. It is unlawful for any person, between the hours of 12:00 a.m. and sunrise, to sleep on any street, in any other public place or on any property of another without the express or tacit consent of the owner or person in charge of the place.

E. It shall be unlawful and an offense for any person to sleep in any public park or memorial between the hours of 11:00 p.m. and 5:00 a.m. in the limits of the city.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. It being immediately necessary for the preservation of the public health, peace and safety of the citizens of the city of Blanchard, Oklahoma that an emergency be declared. **Wherefore**, an emergency is hereby declared to exist and this ordinance shall be in full force and effect immediately upon its adoption.

ADOPTED and APPROVED this 14th day of November, 2023.

Mayor

ATTEST: (Seal)

City Clerk

APPROVED as to form this 9th day of November, 2023.

City Attorney



6



AGENDA COMMENTARY

City Business Agenda
Item No. 6
Meeting of 14 November 2023

Item Title:	EMERGENCY CLAUSE ~ Ordinance
Initiators / Initiating Department:	David L. Perryman, City Attorney
Background:	<p>The Oklahoma Supreme Court have upheld state statutes regarding the adoption of an Emergency Clause upon the adoption of an Ordinance by the municipal governing body. The Court's ruling only requires that the Ordinance itself must declare that an emergency exists in order to preserve the health, safety and welfare of the citizens of the City of Blanchard.</p> <p>The passage of such an Emergency Clause requires four (4) out of five (5) votes and must be voted upon separately from the Ordinance itself and upon adoption becomes effective on the date of publication in the local newspaper. All ordinances are required to be published within fifteen (15) days from the date of adoption.</p> <p>The non-passage of the Emergency Clause causes the effective date to be thirty (30) days from the date of publication.</p>
Exhibits:	Staff Report
Financial Impact:	Cost of Publication.
Action:	Discuss and vote on a motion to adopt an Emergency Clause for proposed Ordinance annexing additional territory within the City of Blanchard.



7



AGENDA COMMENTARY

City Business Agenda
Item No. 7
Meeting of 14 November 2023

Item Title:	ORDINANCE ~ ATV/GOLF Cart Ordinance.
Initiators / Initiating Department:	David L. Perryman, City Attorney
Background:	Attached is a proposed Ordinance amending the BMC at Section 18-307 of the Blanchard Municipal Code and adding new Sections 18-308, 18-309, 18-310 and 18-311 regulating the operation of All-Terrain Vehicles and Golf Carts and other similar vehicles on public rights-of-way within the City of Blanchard.
Exhibits:	Staff Report Proposed Ordinance BMC 18-307
Financial Impact:	Cost of Publication.
Action:	Consider and discuss ATV and Golf Cart Ordinance Amendment. Possible action and vote on a motion to adopt an Ordinance amending Section 18-307 of the Blanchard Municipal Code and adding new Sections 18-308, 18-309, 18-310 and 18-311 regulating the operation of All-Terrain Vehicles and Golf Carts and other similar vehicles on public rights-of-way within the City of Blanchard.

§ 18-307 ALL-TERRAIN VEHICLES AND GOLF CARTS.

A. Any person intending to operate an all-terrain vehicle or golf cart on any public roadway within the limits of the City of Blanchard shall obtain an operation permit from the City of Blanchard. The City of Blanchard shall issue a permit upon verification of the following items:

1. Annual fee as set be motion or resolution by the City Council. ***Editor's note the initial fee is \$25.00.***

2. Driver possesses a valid driver's license.

3. Proof of liability insurance that covers the all-terrain vehicle or golf cart.

B. Required Equipment for All-Terrain Vehicles Following Permit Issuance:

1. Standard mufflers shall be installed and attached to the ATV which reduce the noise of operation of the motor to the minimum necessary for operation. No person shall use a muffler cutout, by-pass, straight pipe, or similar device on the all-terrain vehicle. The apparatus shall not be audible for a distance more than two-hundred (200) feet from the place or places where such devices or apparatus will be located.

2. Brakes shall be installed adequately to control movement of and stop the all-terrain vehicle under any condition of operation.

3. At least one (1) clear headlamp shall be attached to the front, with sufficient intensity to reveal persons and vehicles at a distance of at least one-hundred (100) feet ahead during the hours of darkness and under normal atmospheric conditions, when the all-terrain vehicle is operated between the hours of one-half hour after sunset to 10pm, or at times of reduced visibility. Such headlamp shall be aimed so that glaring rays are not projected into the eyes of oncoming traffic. The all-terrain vehicle shall also be equipped with a least one (1) red tail lamp having a minimum candlepower of sufficient intensity to exhibit a red light plainly visible from a distance of five-hundred (500) feet to the rear during hours of darkness under normal atmospheric conditions.

C. Restrictions on Operation of All-Terrain Vehicles Upon Public Roadways:

Once a permit has been issued to any person, it shall be unlawful for that person to drive any all-terrain vehicle or golf cart on the portion of any right of way of any public street, road, trail or alley used for motor vehicle travel, except a person may operate upon the most right-hand lane of a public street or alley

unless herein or hereafter restricted, and may, in passing or making a left turn, operate on other lanes which are used for vehicle traffic in the same direction. Operation may be permitted upon the ditch bottom or outside bank of county or state highways which are so configured within the corporate limits. No travel is permitted on any state highway system within corporate limits unless making a perpendicular crossing of a state highway.

- D. It shall be unlawful for any person to operate an all-terrain vehicle:
 - 1. Upon any public sidewalk providing for pedestrian traffic.
 - 2. Upon private property of another without written permission of the owner of person in control of said property.
 - 3. Upon on any school grounds without written, signed, and dated permission of responsible school authorities.
 - 4. Upon on any other public place or ground except as may be specifically permitted by other provisions of the ordinance.
 - 5. At any place while under the influence of alcohol or drugs as defined by Oklahoma State Statute 47 OS 11 902, which is hereby incorporated herein by reference.
 - 6. At a rate of speed greater than twenty-five (25) miles per hour.
 - 7. At any place in a careless, reckless, or negligent manner or heedlessly in disregard of the rights or safety of others, or in a manner so as to endanger or be likely to endanger or cause injury or damages to any person or property.
 - 8. During the hours of 10:00pm to 7:00am, except that during said prohibited hours of operation, such operation shall be permitted when returning to the City of Blanchard for the purpose of following the most direct practical route from a point outside the city limits of the City of Blanchard to the residence of the operator or passenger, and except during prohibited hours of operation shall be permitted for the purpose of leaving the City of Blanchard by the most direct practical route to go to a specific destination outside of the City of Blanchard.
 - 9. Without a headlight and taillight at night as consistent with this Chapter.

10. In any trees, nursery, or planting that damages or destroys growing stock or on any private property without the permission of the owner thereof.

11. Entering any intersection without yielding the right of way to any vehicles or pedestrians, which are at the intersection, or close to the intersection as to constitute an immediate hazard.

12. Leaving an all-terrain vehicle in a public place without locking the ignition, removing the key and taking the same with their person.

13. Intentionally driving, chasing, running over, or killing any animal with an all-terrain vehicle.

14. Operating or riding under the age of eighteen (18) without a safety helmet.

E. Exceptions.

The provisions of this chapter shall not apply to an all-terrain vehicle used by the governmental agencies in the pursuit of their duties or during emergency use. Nothing in this ordinance shall prohibit the use of all-terrain vehicles within the right of way of a state or county highway or upon public lands under the jurisdiction of the Oklahoma Department of Wildlife Conservation in an organized contest or even subject to the consent of the official or board having jurisdiction over the highway or public lands. Nothing in this ordinance shall prohibit the use of all-terrain vehicles within the right of way of a state or county highway or upon other public streets in the city of Blanchard during a parade.

F. All other traffic regulations applicable.

When at any time an all-terrain vehicle is operated within the right of way of a public roadway, but outside of the traveled portion, or when an all-terrain vehicle is operated as permitted in crossing a public roadway, all other traffic regulations of the city of Blanchard, including, but not limited to, those permitting to operating or being in actual physical control of a motor vehicle while intoxicated shall be applicable to the operators of such. Furthermore, for the purpose of enforcing traffic regulations at any time that an all-terrain vehicle is within the right of way of a public roadway or lawfully upon the traveled portion of a public roadway, the all-terrain vehicle shall be deemed to be a motor vehicle, as subject to all rules, ordinances, statutes, and regulations pertaining as the same term as defined by Oklahoma State Statutes 47-1-134.

G. Operation of All-Terrain Vehicles by minors.

All-terrain vehicle operators who are minors and wish to operate all-terrain vehicles within the city of Blanchard are subject to the following conditions in addition to those required for adult operators:

1. No minor under sixteen (16) years of age shall be permitted to operate an all-terrain vehicle in the city of Blanchard.

2. All minors at least sixteen (16) years of age but less than eighteen (18) years of age may operate an all-terrain vehicle subject to the restrictions in this chapter if the minor possesses a valid driver's license and wears a safety helmet approved by the Department of Public Safety.

H. Penalty.

Any person convicted of violating any provision of this ordinance is guilty of a misdemeanor and shall be subject to a \$200.00 fine and/or arrest. [Ord. No. 2009-05, 4/28/09; Ord. No. 707, 8/27/19]



8



AGENDA COMMENTARY

City Business Agenda
Item No. 8
Meeting of 14 November 2023

Item Title:	EMERGENCY CLAUSE ~ Ordinance
Initiators / Initiating Department:	David L. Perryman, City Attorney
Background:	<p>The Oklahoma Supreme Court have upheld state statutes regarding the adoption of an Emergency Clause upon the adoption of an Ordinance by the municipal governing body. The Court's ruling only requires that the Ordinance itself must declare that an emergency exists in order to preserve the health, safety and welfare of the citizens of the City of Blanchard.</p> <p>The passage of such an Emergency Clause requires four (4) out of five (5) votes and must be voted upon separately from the Ordinance itself and upon adoption becomes effective on the date of publication in the local newspaper. All ordinances are required to be published within fifteen (15) days from the date of adoption.</p> <p>The non-passage of the Emergency Clause causes the effective date to be thirty (30) days from the date of publication.</p>
Exhibits:	Staff Report
Financial Impact:	Cost of Publication.
Action:	Discuss and vote on a motion to adopt an Emergency Clause for proposed Ordinance annexing additional territory within the City of Blanchard.



9



AGENDA COMMENTARY

City Business Agenda
Item No. 9
Meeting of 11 November 2023

Item Title:	RESOLUTION ~ Holiday Observances
Initiators / Initiating Department:	Robert L. Floyd, City Manager
Background:	<p>The City of Blanchard observes nine (9) federal holidays by employees (City & BMIA). And the City grants 1 personal day.</p> <p>Attached is a Resolution adopting the Schedule of Holidays to be observed by the City and its' entities (Public Trusts) for the calendar year 2024. This schedule is approved each year.</p>
Exhibits:	Staff Report Resolution Holiday Schedule
Financial Impact:	City offices and non-emergency personnel are off-duty to observe these scheduled federal holidays.
Action:	Motion to adopt Resolution No. 2023-___ approving the Holiday Schedule for Calendar Year 2024.

RESOLUTION NO. 2023-___

**A RESOLUTION OF THE CITY OF BLANCHARD,
BLANCHARD, OKLAHOMA, APPROVING THE
CALENDAR YEAR 2024 HOLIDAY SCHEDULE FOR
OBSERVANCE BY CITY EMPLOYEES.**

WHEREAS the City's Personnel Policies effective October 25, 2016, and adopted by the governing body to apply to both the City and its' Authorities; and

WHEREAS said policies lists the following nine (9) days as holidays recognized and observed by the City and the Authority:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day; and
1-Floating Holiday; and

WHEREAS City offices shall be closed on these observed holidays except emergency operations such as police, fire, communications center and other such operations; and

WHEREAS holidays falling on Saturday shall be observed on the Friday before the holiday and holidays falling on Sunday shall be observed on the following Monday; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of The City of Blanchard, Blanchard, Oklahoma, that the 2024 Holiday Schedule as shown in Section 1 of this Resolution is hereby approved:

SECTION 1. New Year's Day ~ Monday, January 1st, 2024
Memorial Day ~ Monday, May 27th, 2024

Independence Day ~ Thursday, July 4th, 2024
Labor Day ~ Monday, September 2nd, 2024
Veterans Day ~ Monday, November 11th, 2024
Thanksgiving ~ Thursday, November 28th, 2024
Thanksgiving After ~ Friday, November 29th, 2024
Christmas Eve ~ Tuesday, December 24th, 2024
Christmas ~ Wednesday, December 25th, 2024
1-Floating Holiday (At employee's choice).

ADOPTED and **APPROVED** by the City Council of the City of Blanchard, Blanchard, Oklahoma, on this 14th day of November, 2023.

Mayor

ATTEST: (Seal)

City Clerk



10



AGENDA COMMENTARY

City Business Agenda

Item No. 10

Meeting Date: 11 November 2023

Item Title:	RESOLUTION ~ 2024 Meeting Calendar
Initiators / Initiating Department:	Robert L. Floyd, City Manager
Background:	<p>State law requires notice to the City Clerk on or before December 15th of each year.</p> <p>Title 25 O.S. Section 311 (A) (2-4) of the Oklahoma Open Meeting Act establishes who is to be notified of the governing body's regular meetings.</p> <ul style="list-style-type: none">• By the 15th of December, public bodies are required to give notice, in writing, of the date, time and place of their regularly scheduled meetings, for the following calendar year. <p>Municipal public bodies, public trusts and other public bodies with the municipality as beneficiary must give written notice to the City Clerk.</p>
Exhibits:	Staff Report Resolution Calendar of Meetings
Financial Impact:	None.
Action:	Discussion and vote on a motion to adopt Resolution No. 2023-___ approving the Calendar of Meetings for Calendar Year 2024.

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY OF BLANCHARD, BLANCHARD, OKLAHOMA, APPROVING THE 2024 MEETING CALENDAR FOR THE CITY.

WHEREAS Title 25 O.S. 311 (A) (2-4) of the Open Meeting Act establishes who is to be notified of the governing body's regular meeting:

- By the 15th of December, public bodies are required to give notice, in writing, date, time, and place of their regularly scheduled meeting.

WHEREAS municipal bodies, public trusts and other public bodies with the municipality as beneficiary are required to give notice to the municipal clerk; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of The City of Blanchard, Blanchard, Oklahoma, that the City's Calendar Year 2024 meeting schedule as shown in Section 1 of this Resolution is hereby approved and notification is hereby given upon filing of this Resolution with the City Clerk.

SECTION 1. The City Council of the City of Blanchard, Blanchard, Oklahoma, will meet on the fourth Tuesday of each month (except November and December) in regular session at 6:00 p.m. meeting on the dates listed or immediately after the BMIA meeting outlined in Section 2 at the Blanchard Municipal Courthouse located at 300 N. Main Street, Blanchard, Oklahoma; and

SECTION 2.

- Tuesday ~ 23rd January 2024
- Tuesday ~ 27th February 2024
- Tuesday ~ 26th March 2024
- Tuesday ~ 23rd April 2024
- Tuesday ~ 28th May 2024
- Tuesday ~ 25th June 2024
- Tuesday ~ 23rd July 2024
- Tuesday ~ 27th August 2024
- Tuesday ~ 24th September 2024
- Tuesday ~ 22nd October 2024
- Tuesday ~ 12th November 2024

Tuesday ~ 10th December 2024

ADOPTED and **APPROVED** by the City Council of The City of Blanchard, Blanchard, Oklahoma, on this 14th day of November, 2023.

Mayor

ATTEST: **(Seal)**

City Clerk



11



RESOLUTION NO. 2023-___

A RESOLUTION AUTHORIZING THE OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) TO DISTRIBUTE ESCROW ACCOUNT FUNDS.

WHEREAS the Standard Plan Group members are eligible for performance incentives based upon loss ratios; and

WHEREAS due to favorable workers' compensation claims activity by the City of Blanchard, we are receiving a return in the amount of \$6,043.40 from the 2020-2021 Workers' Compensation Plan Year; and

WHEREAS this amount has been transferred to an Escrow Account and can be used at any time upon our written request; and

WHEREAS the City of Blanchard desires to have the Escrow Account Funds in the amount of \$6,043.40 returned by OMAG; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Blanchard, Oklahoma, that this Resolution be approved and authorize the return of these Escrow Account Funds in the amount of \$6,043.40 to be issued in a reimbursement check to the City of Blanchard.

ADOPTED and APPROVED by the governing body of the City of Blanchard, Oklahoma, this 14th day of November, 2023.

Mayor

ATTEST: (Seal)

City Clerk



October 23, 2023

Diana Daniels
City of Blanchard
P. O. Box 480
Blanchard, OK 73010-0480

Re: Return from the 2020-2021 OMAG Workers' Compensation Plan Year

Dear Ms. Daniels:

CONGRATULATIONS! Because of favorable workers' compensation claims activity by the Standard Plan Group, the **City of Blanchard** is receiving a return from the 2020-2021 Workers' Compensation Plan Year. The Escrow Balance can be used at any time upon your written request. This request must be accompanied by a copy of the minutes of your governing body authorizing the distribution of the Escrow Account Funds or by a Resolution. A sample resolution is enclosed.

Your Escrow Account Balance is as follows:

Current Escrow Balance	\$	6,043.40
2019-2020 FDG Performance Incentive	\$	0.00
Total Escrow Balance	\$	6,043.40

The Standard Plan Group members are eligible for performance incentives based upon loss ratios. The group must achieve a developed loss ratio of less than 100% to be eligible. Loss ratios will be calculated 36 months after the inception of the policy period. The group achieved an 76% ratio for the 2020-2021 Plan Year.

If an individual member with OMAG achieves a loss ratio less than 80%, that member is entitled to a 5% credit of the premium that was paid. If the loss ratio was less than 70%, the member is entitled to 10% of the premium paid.

Congratulations, again! Keep up the good work.

Sincerely,

Tina Kliewer, CISR
Workers' Compensation Program Manager



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AGENDA COMMENTARY

City Business Agenda

Item No. 12

Meeting Date: 11 November 2023

Item Title:	RESOLUTION ~ Grant Award & Acceptance
Initiators / Initiating Department:	Daniel Ofsthun, Finance Director
Background:	<p>City Staff applied for a Community Expansion of Nutrition Assistance (CENA) grant in the amount of \$20,000.00 for the purpose of purchasing food for senior nutrition program during the FYE2024.</p> <p>We were awarded \$12,000 (or 60% of our request) and the grant can only be used for the purchase of food purchased during the year. This grant funding runs from July 1, 2023 through June 30, 2024.</p>
Exhibits:	Staff Report Resolution Grant Award Contract Terms & Conditions Implementation Manual Policies & Procedures
Financial Impact:	\$12,000 CENA Grant.
Action:	Motion to adopt a Resolution accepting the CENA grant award in the amount of \$12,000 from ASCOG for the purchase of food for senior nutrition during the FYE2024.

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY OF BLANCHARD ACCEPTING THE GRANT AWARD FOR A 2024 COMMUNITY EXPANSION OF NUTRITION ASSISTANCE GRANT (CENA) IN THE AMOUNT OF \$12,000.00 FROM THE ASSOCIATION OF SOUTH CENTRAL OKLAHOMA GOVERNMENTS (ASCOG) AREA ON AGING; AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE SAID GRANT AWARD.

WHEREAS the City Staff filed an application for a 2024 CENA grant for the contract period from 1 July 2023 to 30 June 2024; and

WHEREAS the purpose of said grant funds to reimburse the city for food purchases only for provision of meals to seniors sixty (60) and older for in-center preparation and delivery by qualified staff members and volunteers of the Blanchard Senior Citizens Organization; and

WHEREAS it is in the best interest of the elderly residents of Blanchard, Oklahoma, to accept said grant award for community expansion of nutrition assistance; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of The City of Blanchard, Oklahoma, does hereby accept the terms and conditions of the 2024 CENA grant award in the amount of \$12,000.00; and

BE FURTHER RESOLVED that the Mayor is hereby authorized to officially accept and sign the grant award on behalf of the City and the Blanchard Senior Citizens and for the City Manager and Staff to take all necessary steps to carry out the terms of the grant award.

ADOPTED and **APPROVED** by the City Council of The City of Blanchard, Oklahoma, on this 14th day of November, 2023.

Mayor

ATTEST:

(Seal)

City Clerk

**PART I
SUMMARY**

Contracting Agency: Association of South Central Oklahoma Governments

Contractor: BLANCHARD SENIOR CITIZENS ORGANIZATION

Contract Title: Community Expansion of Nutrition Assistance

Contract Number: 2024

Award Amounts:

Food:	\$12,000
Utilities:	<u> \$0</u>
Sum:	<u> \$12,000</u>

Funding Period: July 1, 2023 through June 30, 2024

Submit Requisitions to:	Issue Payments to
ASSOCIATION OF SOUTH CENTRAL OKLAHOMA GOVERNMENTS PO BOX 1647 DUNCAN OK 73534-1647	BLANCHARD SENIOR CITIZENS ORGANIZATION PO BOX 626 BLANCHARD OK 73010

Agreement Components:

Part I – Summary and Signatures

Part II – Terms and Conditions

Project Description: Reimbursement of expenses for food or utilities as stated above for provision of meals to seniors aged 60 and older.

SIGNATURES – EXECUTION OF CONTRACT

**BLANCHARD SENIOR CITIZENS
ORGANIZATION**

**ASSOCIATION OF SOUTH CENTRAL
OKLAHOMA GOVERNMENTS**

Printed Name:

Title:

Date:


Perry Brinegar

Executive Director

Date: 10/26/2023

PART II

TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

a. Payments pursuant to this contract are to be made only from monies made available to the Association of South Central Oklahoma Governments (ASCOG) by the Oklahoma Department of Commerce (ODOC) for the program under which this contract is awarded. Notwithstanding any other provisions, payments to the Contractor by ASCOG are subject to the availability of such funds to ASCOG, as determined by State action and/or law. ASCOG may take any action necessary in accordance with such determination.

b. Funds for this contract are available to ASCOG in equal increments of 1/12th of the contract amount each month. The funds for this contract are available for disbursement after services are rendered pursuant to 74 O.S. 85.44B. Claims exceeding the 1/12th monthly allocation may be delayed until sufficient receipts are obtained from ODOC to pay the full amount.

c. ASCOG shall have the right to terminate this contract if the Legislature fails to allocate sufficient funds to maintain this contract or, in the alternative, to reduce the compensation clause proportionately to reflect the reduction in funding allocated to this contract.

2. MODIFICATION (AMENDMENT)

a. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by ASCOG.

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 ASCOG.

d. A waiver by ASCOG of any provision of this contract must be in writing and signed by the Executive Director of ASCOG or his designee.

3. ASCOG

ASCOG will provide funding for the project up to the total contract amount.

4. CONTRACTOR

a. Eligible expenditures include food and costs directly associated with the senior meal program such as disposable utensils/serving ware OR utilities. [See Implementation

Manual, Allowable/Unallowable Costs. Food, pg.9] If your site serves meals at least three days per week, you are eligible to apply for food grant funding. Sign in sheets must be maintained daily to document the number of meals served. The Senior Center may be required to submit copies of the sign in sheets to ASCOG prior to reimbursement.

- b. CENA awards for “utilities” are based on maximum utility costs of \$50 per participant per month. Utilities may include electric, gas, water/wastewater/garbage, phone, and internet. Other utility costs may be approved by ASCOG in writing. Sign in sheets should be maintained to document the number of participants served monthly. The Senior Center may be required to submit copies of the sign in sheets to ASCOG prior to reimbursement.
- c. CENA awards are not to be used for payment of permanent full-time or part time staff, contractors, benefits, workers compensation insurance, or other related costs.
- d. The Contractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish the project in accordance with the terms and conditions of this contract. The Contractor agrees to perform those duties, obligations and representatives contained in its application and to be bound by the provisions of its application and all amendments thereto submitted to and accepted by ASCOG in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by the provisions of Part II of this contract.
- e. All of the work and services required shall be performed by the Contractor or under the Contractor’s supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- f. In no event will any subcontract incur obligation on the part of ASCOG.
- g. CENA policy found in the application, request for applications, and ASCOG CENA policy implementation manuals must be followed.

5. EMPLOYEE BENEFITS

The Contractor has 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 its employees.

6. CERTIFICATION BY CONTRACTOR

- a. The Contractor expressly agrees to be solely responsible for ensuring that the use of monies received under this contract complies with all State statutes and other legal authority, including ASCOG policies and procedures, that affect the use of said monies. The Contractor recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.

b. The Contractor specifically certifies and assures that:

(1) It will adhere to State procurement requirements.

(2) It will adhere to State regulations pertaining to non-discrimination.

(3) It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

7. HOLD HARMLESS CLAUSE

The Contractor shall, within limitations placed on such entities by State law, save harmless ASCOG, the State of Oklahoma, 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 Contractor. The Contractor shall, within limitations placed on such entities by State law, save harmless ASCOG, the State of Oklahoma, 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 Contractor, the Contractor will specify that such subcontractors or agents shall hold harmless ASCOG, the State of Oklahoma, its agents, officers, and employees for all the hereinbefore-described expenses, claims, actions, or amounts recovered.

8. 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.

b. No portion of the contract funds may be used for lobbying activities.

9. NO-CONFLICT COVENANT

The Contractor covenants that no members or employees of any governing board of the Contractor have any interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Contractor further covenants that in the performance of this contract no person having any such interest will be employed.

10. 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. ASCOG 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 because 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 ASCOG and the State of Oklahoma as administered by the Oklahoma Department of Commerce.”

11. COMPENSATION TO CONTRACTOR

a. Funds made available pursuant under 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 ASCOG. **No contract funds may be used for expenses incurred either prior to or after the time period specified.**

b. Payment will be made by ASCOG in the form of reimbursement for expenditures incurred or advance of funds that will be disbursed within 30 days and during the contract period. The Contractor shall submit a Monthly Expenditure Report along with documentation supporting the amount claimed (copies of invoices, contracts, or other documentation as requested, purchase orders, or bid awards will suffice) by the eighth (8th) of the month following the month the expense was incurred. **Final claims against this grant award must be received by ASCOG by June 15, 2024.** Payments will be made after receipt and acceptance by ASCOG of such reports and receipt of reimbursement funds from the Oklahoma Department of Commerce.

c. If a question arises as to the validity of any claim made under this contract, ASCOG may suspend further payments until the question is resolved. The decision of ASCOG to allow or disallow any claim shall prevail.

d. Payments will be made to Contractor by direct deposit. The Contractor agrees to provide a completed Direct Deposit Authorization form providing bank and account information to ASCOG. All contractors must maintain email addresses.

12. TRAVEL AND PER DIEM

All payments for travel-related costs, including per diem, incurred in performing this contract shall be reimbursement only and shall be in accordance with the State Travel Reimbursement Act, 74 O.S 500.1, et seq. Currently ASCOG does not reimburse for project travel.

13. PROCUREMENT

Funds expended for the program shall be exempt from the requirements of the Central Purchasing Act, 95/1. et seq., of Title 74 of the Oklahoma Statutes.

14. RECORDS, REPORTS, DOCUMENTATION

- a. The Contractor 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 ASCOG.
- b. The Contractor shall furnish ASCOG with narrative reports, statistical reports and financial reports related to this contract in the forms and at such times as may be required by ASCOG. The Contractor shall maintain accurate participant records such as sign in sheets providing information showing age eligibility (60+) for CENA funded meals and for other regular activities which show participation at the center for individuals age 60+.
- c. The Contractor shall retain all books, documents, papers, sign in sheets, records, and other materials involving all activities and transactions related to this contract for at least seven (7) 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 Contractor shall, as ASCOG deems necessary, permit authorized representatives of ASCOG, ODOC and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

- a. The Contractor shall promptly return to ASCOG 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 as of the final date of the period funded.
- b. When actual expenditures total less than the contract amount, the contract will automatically be de-obligated to the actual expenditures as shown in the final expenditure report.

16. AUDITING, DISALLOWED COSTS

- a. Project funds will be included in the annual audit of the Contractor or documentation of expenses will be submitted to ASCOG with the expenditure report.
- b. The costs of the audit of contract funds may be paid from this contract if specifically identified in the application. Currently ASCOG does not reimburse audit costs.
- c. In the event the audit results in the determination that the Contractor has expended contract funds on disallowed costs, the Contractor shall reimburse ASCOG in full for all such costs.

17. INTERPRETATION, REMEDIES

- a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of ASCOG shall prevail.
- b. In the event of any disagreement between the Contractor and ASCOG relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of ASCOG shall prevail.
- c. Neither forbearance nor payment by ASCOG shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists or occurs later.

18. TERMINATION OR SUSPENSION

- 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 ASCOG, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the ASCOG procedures. Grounds constituting cause include but are not limited to:
 - (1) Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines, or procedures, including ASCOG policies and issuances, or is unduly dilatory in executing its commitments under this contract.
 - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - (3) Contractor has submitted incorrect or incomplete documentation pertaining to this contract.
 - (4) The Contractor is unduly dilatory in executing its commitments under a prior contract with ASCOG, including, but not limited to, submission of any audits due, resolution of audit findings and monitoring results.
- c. In the event of termination or suspension, the Contractor 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 Contractor shall reduce to the minimum possible all obligations, prepaid expenses, and other costs.
- d. The Contractor shall not be relieved of liability to ASCOG for damages sustained by ASCOG by any breach of this contract by Contractor. ASCOG may withhold payments due under this contract pending resolution of the damages.

19. 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.

20. COUNTERPARTS

This agreement may be executed in counterparts.

ASSOCIATION OF SOUTH CENTRAL OKLAHOMA GOVERNMENTS

CENA BUDGET AND EXPENDITURE REPORT FOR THE MONTH OF _____ 202__

Name of Senior Center: _____

Preparer's Name: _____

Program Activity

Current Expenditures	YTD Expenditures	Budget	Remaining Balance

Instructions: In the Current Expenditures Box, use the total amount from all invoices being submitted for the month. In the Year to Date (YTD Expenditures) Box, please keep a running total of the amount invoiced from July through the current month. In the Budget Box, put your total grant award here and then subtract your YTD Expenditure each month to show your Remaining Balance.

Operations

- Receipts or other documentation to support this request must be attached.
- Claims must be submitted by the 8th of the month following the expense.
- Final expenditure report must be submitted by June 15.
- Send by mail to:
Cindy Hale at ASCOG AAA, PO Box 1647, Duncan, OK 73534
- Or by email (preferred) to:
Cindy Hale (Hale_Ci@ascog.org) and Nancy Bluml (Blum_Na@ascog.org).

Signature of Authorized Official: _____

Date: _____

ASSOCIATION OF SOUTH CENTRAL OKLAHOMA GOVERNMENTS (ASCOG)
COMMUNITY ENHANCEMENT NUTRITION ASSISTANCE (CENA)

IMPLEMENTATION MANUAL
POLICY AND PROCEDURES
EFFECTIVE JULY 1, 2023

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CONTRACTUAL ADMINISTRATION AND MANAGEMENT

EFFECTIVE JULY 1, 2023

I. CONTRACTUAL ADMINISTRATION AND MANAGEMENT

The following Contract **Terms and Conditions** are applicable to all senior centers (hereafter referred to as “center” or “centers”) receiving an award for the ASCOG Community Expansion Nutrition Assistance (CENA) Program. Center compliance with all contract Terms and Conditions is monitored and will become one component of future program eligibility.

II. ASCOG will designate the Area Agency on Aging (AAA) Director to design the program and provide technical assistance to awarded centers. The AAA Director will be assigned to each awarded center to document and monitor performance and be the center’s primary liaison in working with other ASCOG Staff.

A. The AAA Director will maintain first-line administrative responsibility for the Contract by receiving all deliverables and authorizing payment for eligible services rendered. The AAA Director will monitor, document, and evaluate the work performance of the center on an on-going basis during the contract period and upon contract closeout.

- i. The center will have the day to day responsibility for supervising the performance and obligations of the contract; they will work closely with and will receive policy direction from the AAA Director. **The center will notify ASCOG when there is a change in the center CENA contact or center board president.**

III. CONTRACTUAL TERMS AND CONDITIONS

Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized in writing, or made unilaterally by the center, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modification, shall be void and without effect, and the center shall not be entitled to any claim under this contract based on those changes. No oral statement or any person shall modify or otherwise affect the term, conditions, or specifications stated in the resultant Contract.

- A. Modification. The Contract may be modified only through a written Contract Modification agreed upon and executed by ASCOG.

- B. Contract Assessment. This program will be assessed by ASCOG to assure compliance with contract requirements; desk monitoring of deliverables/reporting will occur consistently throughout the contract year.
- C. Performance Period of the Contract. The contract effective date for the resultant contract will be the date established by the legislature when funding is approved. The basic contract award period shall extend from effective date through end of the state fiscal year.
- D. Invoicing Instructions to centers. The center shall submit monthly, no later than the 8th day of each month, claims for reimbursement of eligible expenses using the CENA BUDGET AND EXPENDITURE REPORT form. ASCOG shall pay the costs stipulated in this contract for eligible services rendered less any deductions provided in this contract. State Appropriated Funds are paid in equal increments of one-twelfth not to exceed the accumulated year to date contract amount. All center expenditure documentation must be accessible to ASCOG staff upon request. The final invoice is due to ASCOG no later than June 15 of the current fiscal year. After June 15, ASCOG will redistribute remaining funds for food and unreimbursed food expenses at eligible centers.
- E. Status of Technical Proposal Response Following Award. The center shall fully perform in accordance with the terms of the CENA Application and the ASCOG Contract. The center shall also fully perform in accordance with its technical response when the technical response offers more than ASCOG's Application specifications.
- F. Deliverables and Reporting. Center will submit the reports specified below for the awarded center, to the ASCOG AAA Director and ASCOG Accountant on file [See the current fiscal year CENA Budget and Expenditure Report included with your Contract, Part II], in electronic form and/or in paper form as requested.
1. Submit the CENA BUDGET AND EXPENDITURE REPORT form monthly by the 8th of each month, **regardless of whether there are expenditures or not**;
 2. Submit *the June* CENA BUDGET AND EXPENDITURE REPORT to ASCOG no later than June 15 of the current fiscal year.
- G. Center Consent Requirements.
1. Contract as used in this clause means a contract or contractual action entered into by ASCOG for the purposes of obtaining supplies, materials, equipment, or services of any kind.

2. Center as used in this clause means a center with ASCOG.
 3. Center must provide evidence of compliance with the terms and conditions of the CENA Application including center Eligibility Documentation; and must provide a numbered list which includes the name, address, and phone number of all seniors aged 60 and older who utilize the center at least one time monthly (to be provided with CENA Application).
 4. The center shall be responsible for the management of all proposed contracts and shall be liable for all performance requirements regardless of which party is providing the contracted supplies, materials, equipment, or services.
-
- ix. Client Confidentiality. The center must assure compliance with ASCOG's requirements pertaining to the protection, use, and release of personal information and applicable State laws. Center will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the clients served. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing.
 - x. Non-Discrimination. The center specifically certifies and assures that it will adhere to State regulations pertaining to non-discrimination.
 - xi. Political Activity. 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. No portion of the contract funds may be used for lobbying activities.
 - xii. Publications and Other Materials. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ASCOG 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.
 - xiii. Travel and Per Diem. All payments for travel-related costs, including per diem, incurred in performing this contract shall be by reimbursement only and shall be in accordance with the State Travel Reimbursement Act, 75 O.S. 500.1, et seq.
*Travel is not an allowable cost at this time.
 - xiv. Civil Rights, Grievance Procedures, and Whistle Blower Policy. All centers should post in a conspicuous location, the most recent Civil Rights poster (see ascog.org) which includes the statement about the Civil Rights Act of 1964, CENA grievance and whistleblower policies, and a contact number for the AAA Director.

FINANCIAL MANAGEMENT

EFFECTIVE JULY 1, 2023

I. CONTRACTUAL REQUIREMENT

Centers shall maintain records and accounts, including property, personnel and financial records that properly document and account for all contract funds. All record keeping shall be in compliance with State Regulations and generally accepted accounting principles.

II. PROCEDURES

A. FINANCIAL SYSTEM

1. Centers shall ensure the financial system used to administer ASCOG contracts conforms to the following standards:
 - a. Accurate, current, and complete disclosure of the financial results of the ASCOG programs is provided in accordance with specified ASCOG requirements.
 - b. Records are maintained to adequately identify the source and application of funds for each ASCOG supported activity.
 - c. Effective control and accountability is maintained for all funds, property, and other assets.
 - d. Accounting records are maintained with adequate supporting documentation.
 - e. Internal controls are established to eliminate fraud and abuse.
2. Centers may request ASCOG to review existing procedures to determine compliance with this entire Requirement.
3. Centers shall implement and maintain a simple but written accounting procedure manual that adequately describes specific procedures, processes, and requirements necessary for the center to be in conformance with standards 1.a. through 1.e. as listed above.
4. The accounting manual should include any procedures or processes unique to the center or infrequent but relevant to the accounting system.

B. ACCOUNTING SYSTEM REQUIREMENT

Centers shall establish and maintain a separate set of self-balancing accounts for each ASCOG contract, in accordance with written procedures, which will permit the center to properly account for all funds in conformance with generally accepted accounting principles. The following requirements shall apply:

1. Books of original entry shall be utilized to account for contract funds.
2. Accounting records shall include the cash receipts journal, cash disbursement journal, general journal, general ledger and trial balance.
 - a. ASCOG does not allow centers to use CENA funds for payroll expenses.
 - b. The general ledger shall include separate expenditure accounts for each approved budget line item as shown in the contract budget or subsequent revisions.
3. A monthly trial balance shall be prepared when the books are closed each month. The trial balance shall become a part of the accounting records.
4. Monthly Reimbursement Claims submitted to ASCOG every month, **regardless of whether there are expenditures or not**, must be taken from the accounting records.
5. Any costs shared between programs must be properly allocated. The method of allocation must be generally accepted, reasonable and documented. An agency cost allocation plan shall be established by the center and available for review by ASCOG upon request.
6. All receipts recorded in the receipts log shall be reconciled regularly with the cash receipts journal, general ledger, and bank statement.
7. All general ledger entries must be clearly traceable to appropriate source documentation.
8. Appropriate source documentation is defined as any approved original documents that clearly indicate costs allowable and allocable to the program. Examples of supporting documentation include original invoices and grocery store receipts.

9. All paid invoices must be defaced by indicating the check number, date paid and "PAID" on the invoice. Copies of the purchase order and check shall be attached to the invoice before filing.
10. All supporting documentation must be filed in an orderly manner in accordance with the center's written accounting procedures.
11. Accounting files shall include:
 - a. Copies of all Monthly Reimbursement Claims submitted to ASCOG.
 - b. All correspondence relating to financial management of the contract.
12. All manual accounting records shall be maintained in ink for permanence.
13. Correct fluid (whiteout, etc.) shall not be used to cover transpositions or other errors in the original books of account. A single line should be drawn through the mistake or error and the correct figure should be recorded in ink. This will allow clear identification of the error. **Errors found after the books are closed for any given month must be corrected by general journal entry in the month the error is found.** This also applies to electronic (computer software) accounting systems.
14. Bank statement reconciliations shall be performed on a monthly basis. The individual performing the reconciliation shall initial and date it when complete.
15. Electronic and stamped Signatures – Centers will have a policy to ensure only appropriate staff have access to electronic and/or stamped signatures.
16. Passwords – Phones, computers, and other password protected devices. Centers will have a policy to ensure appropriate protection of passwords.

C. INTERNAL CONTROLS

Centers shall implement the following controls to safeguard all funds and assets of the ASCOG contract:

1. Blank checks and credit cards must be maintained in locked cabinets or files.

2. Undelivered checks should be kept in a locked cabinet or safe until delivery.
3. When a signature stamp is used for checks or correspondence, access to the signature stamp should be limited to authorized personnel and the stamp should be maintained in a lockable cabinet or drawer.
4. Deposits of ASCOG funds shall be made by someone other than the accountant or bookkeeper maintaining the ASCOG accounting records.
5. Incoming checks should be stamped "For Deposit Only" by the person opening the mail and recorded in a receipts log that identifies the check number, amount, and source of funds.
6. Bank reconciliations should be performed by someone other than the person responsible for accounting records or for making deposits.
7. Reimbursement Claims/Requests for Funds must be submitted by only authorized agency personnel.
8. All vendor invoices must be approved for payment by authorized officials prior to payment. The authorizing official must initial and date some form of documentation to indicate approval.
9. All vendor invoices must be verified for accuracy. The reviewer should initial and date the invoice.

D. CASH MANAGEMENT

Centers shall implement the following to ensure proper cash management of State funds:

1. ASCOG funds cannot be placed in petty cash funds.
2. All ASCOG funds received shall be promptly deposited in the proper bank account. The center shall designate to ASCOG through the use of an Electronic Funds Transfer Authorization form, the appropriate account to be used for any program utilizing electronic transfer of funds.
3. The center shall verify cash on hand on a daily basis and is responsible for coordinating with its bank to determine when electronic transfer of funds has occurred.

4. All checks paid with ASCOG funds must be pre-numbered or sequentially numbered by accounting software.
5. All checks paid with ASCOG funds must be completely filled out before they are signed.
6. Voided checks must be filed with copies of checks or other accounting documentation for accountability.

E. ALLOWABLE/UNALLOWABLE COSTS

The center must ensure that all costs are properly accounted for in accordance with the following definitions:

1. All costs must be reasonable and customary to the purpose.
2. Food costs may include any costs directly associated with the senior meal program. Examples of allowable costs include but are not limited to: Food purchased from commercial vendors and used in meals served to seniors 60 and older, and non-food supplies related to the meal service, such as disposable serving ware/utensils, paper napkins or similar paper goods, containers for holding or carrying food, e.g., disposable containers for to go meals or homebound persons; non-food supplies may constitute no more than 10% of the monthly grant award. Any exceptions to this rule must have prior written approval from the AAA Director. **Food costs do not include costs for food or supplies used in fundraising activities.**
3. Utility costs are those energy, utility and communication costs directly related to a center program activity. Examples of Utility costs include but are not limited to electricity, gas, propane, water, telephone and internet bills directly related to the center program.
4. Insurance costs are those costs directly related to the center program that are not related to the employment of staff. Examples of insurance costs include but are not limited to general liability, vehicle liability, and building insurance. *Insurance costs are not allowable at this time.
5. Equipment costs are no longer allowed by ASCOG for CENA contracts due to the additional staff time needed to track equipment inventory.
6. Repairs and maintenance costs are those costs directly related to the center program for the center building where the program is located. *Repairs and maintenance costs are not allowable at this time.

PROCUREMENT PROCEDURES

EFFECTIVE JULY 1, 2023

I. CONTRACTUAL REQUIREMENT

TITLE 74, State Government The Central Purchasing Act 74 O.S. §85.1 et seq. Includes the Online Bidding Act, 74 O.S. 85.45o et. seq., Statutes Related to the State Use Committee and Other State Procurement Statutes (Includes laws through 54th Legislature, 1st Session).

II. PROCEDURES

A. DEFINITIONS

1. Responsible Bidders/Vendors: Bidders/Vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as bidder integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Such indicators should be included as part of the specifications and organized for evaluation.
2. Responsible Bids/Offers: Bids/Offers submitted that satisfactorily meet the requirements as specified by the center.
3. Adequate Notice: Sufficient time prior to the stated opening of bids for a bidder to respond to the request for bid or proposal. For the purposes of this Requirement, the minimum adequate notice required shall be at least two weeks from the date of first public advertisement.
4. In the Aggregate. "In the Aggregate" is a reference to purchases of the same product more than one time during the contract period. An example would be the purchase of copy paper. Procurement would be for one time, with multiple purchases; therefore the "aggregate cost" would be the total of all planned purchases of copy paper during the contract period.
5. Materials and supplies. "Materials and supplies" refers to expendable materials and supplies with an expected usable life of less than one year. The cost of the materials or supplies shall be based on the aggregate amount of the purchases, planned or potential, over a one-year period and not based on a one-time purchase that may be recurrent.
6. Services: Services, for the purposes of this section, refer to services provided by outside professionals or consultant and include such items as accounting or payroll services, employee training, legal consultations, auditservices and

maintenance-related services such as plumbing, equipment, HVAC or electrical work.

7. Rental of real property: If a center is planning to move (rental) or is planning to rent additional space, the following procurement procedures must be used for real property; and based on the full term of the lease.

B. STANDARDS

The procurement systems for centers shall be written and include, at a minimum, the following standards:

1. Assurance that all procurement transactions shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition.
2. Positive efforts shall be made to utilize small and minority-owned businesses.
3. Contracts shall be made only with responsible bidders/vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

C. SMALL PURCHASE PROCEDURES (for purchases less than Twenty-Five Thousand Dollars \$25,000);

Small purchases shall be exempt from the advertised process. Centers shall conduct purchases procedures in a manner to provide, to the maximum extent practical, open, and free competition. Cost or price analysis shall be made and documented in all procurement files. Small purchase procedure are as follows:

1. Purchases under \$5,000 – Informal price comparison.
2. Purchases \$5,001 - \$15,000 – Three telephone bids.
3. Purchases \$15,001- \$25,000 – Three or more written price quotations.

D. ADVERTISED PROCUREMENT (for purchases of Twenty-five thousand dollars \$25,0000 or more);

Procurement records shall include bid selection or rejection and the basis for the cost or price. All documents must be retained in the center's files.

1. Specifications: Prior to advertisement for bids, the specifications should be completed in the form of a bid packet containing the following components:
 - a. A clear, accurate description of the product or service being procured;
 - b. All requirements the bidder must fulfill in order for the bid to be evaluated;
 - c. Evaluation criteria used to determine the successful bidder.
2. Solicitation: A notice is to be advertised and distributed as follows:
 - a. Provision of a notice to all known prospective bidders via first-class mail at least twenty (20) days prior to the scheduled bid opening; and
 - b. Publication in two (2) consecutive weekly issues of a general circulation newspaper. The first publication must be at least twenty (20) days prior to the date set for opening bids.
3. Selection:
 - a. All factors relevant to the procurement shall be included in the bid packet so the selection can be made from those bids that are responsive to the solicitation and awarded to the lowest responsive and responsible bidder.
 - (1) There must be two (2) or more responsive and responsible bids. When only one (1) responsive and responsible bid (single source) is received and all good faith efforts to solicit and maximize the number of bidders have been accomplished, documentation of all solicitation efforts must be maintained in center files. Centers shall ensure that the identified market is large enough to solicit responses from enough responsible bidders to create competitive offers/prices.
 - (2) The procurement must lend itself to a firm, fixed-price contract so the selection can be made principally on price.
 - (3) Bids must be opened at a public (open) meeting. During the solicitation, it is advisable to note the date, time and location of the bid opening.

b. Once the bidder submits a price, the dollar value is not subject to any type of negotiation or change.

4. Documentation:

- a. All solicitation efforts must be documented in the recipient files and should include items such as dated newspaper clippings.
- b. Files must contain a copy of specifications and evaluation criteria, including evaluation criteria forms completed for each bid.
- c. If other than the lowest responsive bid is selected, center must document reason for selection in procurement records.

E. SOLE SOURCE PROCUREMENT

Sole source occurs when particular goods, materials, or services are available from only one source. All sole source procurements of \$5,000 or more must be approved in advance and in writing by ASCOG. The center shall submit a written request to utilize sole source procurement, provide a brief description of the goods or services to be procured and justification for the sole source procurement.

F. EMERGENCY PROCUREMENT

When the urgency for the goods or services will not permit a delay due to competitive procurement, ASCOG may authorize emergency procurement. Examples of urgent need are emergency plumbing or electrical work.

Authorization may be obtained through a telephone request. If the center cannot obtain telephone approval prior to procuring the goods or services, a written request for approval shall be submitted immediately after the procurement takes place.

G. INVENTORY AND DISPOSITION

- 1. Equipment/Non-Expendable Property: ASCOG disallowed the purchase of equipment of CENA funds starting in SFY14. Equipment purchased before that July 1, 2013 is assumed to have a usable life of less than four years and therefore does not require any further approval for from ASCOG and may be sold, traded in on replacement equipment, or salvaged at the discretion of the center.

H. MATERIALS AND SUPPLIES, SERVICES AND RENTAL OF REAL

PROPERTY

Materials and Supplies, services and rental of real property must all utilize the requirements of II B-F above.

RECORDS RETENTION

EFFECTIVE JULY 1, 2023

I. CONTRACTUAL REQUIREMENT

All centers will retain records in the manner outlined below.

II. PROCEDURES

- A. Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of seven years from the date of submission of the final expenditure report and annual performance report authorized by the State awarding agency. The only exceptions are the following:
1. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims or audit findings have been resolved and final action taken;
 2. Records for real property and equipment acquired with State funds shall be retained for seven years after final disposition;
 3. When records are transferred or maintained by the State awarding agency, the seven year retention requirement is not applicable to the recipient;
 4. Cost allocation plans, etc. as specified below (Section E) and;
 5. The retention period can be longer based upon advice of legal counsel or professional accountants or auditor.
- B. The State awarding agency or ASCOG shall request transfer of certain records to its custody from recipients when it determines that the records possess long term retention value. However, in order to avoid duplicate recordkeeping, a State awarding agency may make arrangements for recipients to retain any records that are continuously needed for joint use (i.e. Inventory).
- C. The State awarding agency or ASCOG, the Inspector General, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and responsible access to recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access are not limited to the required retention period, but shall last as long as records are retained.
- D. Unless required by statute, no State awarding agency shall place restrictions on recipients that limit public access to the records of recipients that are pertinent to an award, except when the State awarding agency can demonstrate that such

records shall be kept confidential and would have been exempted from disclosure pursuant to 51 O.S. 24A.1. Section 24A.1 et seq. of this title shall be known and may be cited as the "Oklahoma Open Records Act" if the records had belonged to the State awarding agency.

- E. Cost allocation plans, etc. – Section (a) below applies to the following types of documents and their supporting records: cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefits rates).
 - 1. If the recipient is not required to submit to the State awarding agency or the sub recipient is not required to submit to the recipient the proposal, plan, or other computation for negotiation purposes, then the seven year retention period and its supporting records starts at the end of the fiscal year.

SENIOR CENTER APPLICATION AND MONITORING GUIDELINES

EFFECTIVE JULY 1, 2023

I. PURPOSE

To provide funding for general improvement of nutritional conditions of eligible senior centers that will assist with increasing meals served and expanding other needed services for senior residents of the ASCOG planning and service area.

II. Eligible CENA Sites

A. A site must meet the following eligibility criteria:

1. Must submit a complete CENA application to ASCOG AAA.
2. Must qualify as an “Eligible Applicant” as defined below.
3. Must have a current Board of Directors.
4. Must have approved By-Laws.
5. Must comply with other requirements of the ASCOG AAA.

B. “Eligible Applicants” means independent senior center organizations and Title III Multipurpose sites that coordinate senior adult supportive services with ASCOG AAA.

C. “Eligible Applicants” does NOT include Meals-on-Wheels Programs, Title VI, or Title III Nutrition Centers. The use of CENA Funds is NOT allowed for these Federally Funded programs.

III. SUBMITTAL REQUIREMENTS

A. In order to respond to this application, proposed Senior Centers must provide the following:

- a. Complete Grant Application. Incomplete applications will not be accepted.
- b. A copy of the Senior Center’s current By-Laws.
- c. A copy of the Board of Directors meeting minutes authorizing the application and purpose of these funds.
- d. A numbered list of seniors, 60 and older, who participate at your senior center. The list must include the name, address, and phone number for each participant.
- e. At least one email address must be provided for the main contact person of each center.

IV. FUNDING ALLOCATION

- A. Application Distribution. When approval is received from the Oklahoma State Department of Commerce ASCOG AAA distributes the CENA application to eligible senior centers and multi-purpose centers in the ASCOG eight county area. Applications are disseminated to the most recent email address on file for each center.
- B. Evaluation. Applications are evaluated by ASCOG AAA staff and graded for program compliance.
- C. Selection and Allocation. Selection of centers and the amount of funding for each center is determined based on information gathered from the project narrative section of the application and history of need for each center. Funding amounts for each award will be determined by ASCOG AAA and are based upon the amount appropriated by the legislature, the number of applications received, the number of seniors served, the frequency that meals are served at site, and the type of project. Priority will be given to senior centers serving meals at least three days per week. Application narratives must be detailed.
- D. Notification. Each center will be notified by email of the amount of the award and what the award can be expended on. A formal contract, to be signed by the applicant, will accompany the notification email.

V. ALLOWABLE USE OF FUNDS

Eligible expenditures include food, and food related items as specified above [Allowable/Unallowable Costs. Food, pg.9], OR utilities. Insurance, equipment, repairs, and maintenance are not eligible for reimbursement at this time. Equipment purchases are not allowed.

VI. MONITORING

ASCOG will monitor CENA Senior Centers through its monthly invoices and communication with the site and will perform onsite visits to ensure proper use of funds and programmatic compliance. Onsite visits may be conducted annually or at minimum, at least once every three (3) years, or if concerns or issues arise. Notification will be given to the Senior Center in advance of the monitoring visit. Unannounced visits may be performed at the discretion of the AAA Director. Monitoring reviews will include but are not limited to the following:

- A. Health Department Regulations. All CENA funded Senior Center sites will be monitored for compliance with the applicable regulations of their local Oklahoma County State Health Department, regarding “Food Establishments” documented in the Oklahoma Administrative Code (OAC) Title 310: Chapter 257. As applicable, all recipients of food cost reimbursement from the ASCOG CENA Grant are required to arrange for county health department sanitation inspections, at least annually. A current health inspection certificate from the local health department must be posted in the dining room or other conspicuous location within the senior center. ASCOG will document compliance with this standard annually.
- B. Documentation. Sign In Sheets must be maintained by the center providing information on age eligibility for CENA funded meals, i.e., a check box showing participants are age 60 or above. Sign in sheets must be available for review upon request and may be required by the AAA for reimbursement of monthly expenditures. Financial or other documentation may be reviewed for program compliance at the discretion of the AAA Director or designee.

VII. VERIFICATION PROCESS

ASCOG AAA will verify the eligibility of Senior Centers for the CENA grant based on review of the current Senior Center By-Laws, list of the current Board of Directors, and, if necessary, confirmation that the CENA funds will not be used to support the above-mentioned Federally Funded programs that are disallowed.

VIII. CENA QUESTIONS OR TECHNICAL ASSISTANCE

Technical assistance for CENA application or contracts will be provided by the AAA Director. Accounting questions will be answered by the AAA Accountant. Current staff contact information is located on the ASCOG.org website.

IX. SUBMITTAL OF APPLICATION

Applications may be submitted to ASCOG’s main office by email, mail or hand-delivered, original copies. Fax copies will not be accepted. Email is preferred. Applications must be notarized to confirm all elements of the application are true and accurate. Incomplete or late applications will not be accepted.



13



AGENDA COMMENTARY

City Business Agenda
Item No. 13
Meeting of 14 November 2023

Item Title:	COMMUNITY GARDEN.
Initiators / Initiating Department:	Chuck Kemper, Vice Mayor
Background:	Requested by Vice Mayor Kemper to discuss, consider and take possible action regarding the creation and development of a Community Garden.
Exhibits:	Staff Report
Financial Impact:	None.
Action:	Discussion, consideration and take possible action, as desired.



14



AGENDA COMMENTARY

City Business Agenda

Item No. 14

Meeting Date: 14 November 2023

Item Title:	REMISSION OF FINES AND COSTS
Initiators / Initiating Department:	Katie Taotaddle, Court Clerk/Deputy City Clerk
Background:	<p>State law under Title 11 O.S §10-106 states in part the following:</p> <p>7. Grant pardons for violations of municipal ordinances, including the remission of fines and costs, upon the recommendation of the municipal judge.</p> <p>Mr. Michael T. Pecina was arrested and fined for Possession of Drug Paraphernalia on April 23, 2013.</p> <p>It was turned over to collections for non-payment of fines and Perdue, Brandon, Fields, Collins & Mott, LLP notified the City of his death on April 11, 2023.</p> <p>Therefore, remission of fines and court costs in the amount of \$943.65 needs to be approved by the City Council.</p>
Exhibits:	Staff Report Municipal Citation (Ticket) Perdue Notice
Financial Impact:	\$943.65.
Action:	Motion to approve the remission of fines and court costs, as recommended by the Municipal Judge as of 10/09/23.

15 W

Case No. 201300302

CITY OF BLANCHARD

vs

MICHAEL T PECINA Defendant

POSSESSION OF DRUG PARAPHERNAL

Offense

Date Filed 3/02/13 Citation No. B2873

Officer JEFFREY THRIFT,

Cash Bond _____ Rec.# _____ Date _____ / _____ / _____

Other Bond _____

Driver's License # R999067155

Arr. Date 4/03/13 Continued to _____ / _____ / _____

Plea of Defendant _____ Guilty _____

_____ Not Guilty _____ Nolo Contendre

Trial Date _____ / _____ / _____

Case Dismissed _____

Cash Bond Forfeited \$ _____ Date _____ / _____ / _____

Notice to DPS _____ Date _____ / _____ / _____

Bench Warrant Issued _____ Date _____ / _____ / _____

Bench Warrant Returned _____ Date _____ / _____ / _____

Attorney _____

*His mother called, he need 2 more
to pay 4/24/13 & only he only has 15
day & could not hold longer.*

Date of Judgement _____ / _____ / _____ Date Collected _____ / _____ / _____

Fine _____ Fine 500.00

Cleet _____ Cleet 19.00

Costs _____ Costs 30.00

TOTAL _____ TOTAL 549.00

*100
50
699*

MINUTE: *A CC*

Randy C. B...

"COLLECTIONS"

State of Oklahoma
 COUNTY OF MCCLAIN
 CITY OF BLANCHARD, OK

Municipal Court
B2873

NAME: PECINA
 Last
 MICHAEL
 First
 T
 Middle
 73005
 Zip Code
 Home Phone # (000) 000-0000

COMPLAINT- INFORMATION

The undersigned, being duly sworn, upon his oath deposes and says that:

on or about (date) 3/2/2013	at (time) 00:00	at or near (location) HWY 62 AND MORGAN
County Number 44 05	East Control-Int.	North Location

within the city, county, and state aforesaid:

Name (last, first, middle) Phone Number
 PECINA, MICHAEL, T (000) 000-0000

Address
 PO BOX 754

City State Zip Code
 ANADARKO OK 73005

Birthdate (mo.,day,yr.) 10/5/1985	Height 5' 10"	Weight 200	Race I	Sex M	Class I	Endors.	Restr.
--------------------------------------	------------------	---------------	-----------	----------	------------	---------	--------

Driver License Number R999067155	CDL <input type="checkbox"/>	Month/Year 1/2017	State OK
Employer Unemployed	Did Unlawfully: <input checked="" type="checkbox"/>	Operate <input type="checkbox"/>	Park <input type="checkbox"/>

Vehicle Make - Model	Year	Body Style - Color
----------------------	------	--------------------

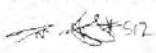
Tag Number	Mo. / Yr. / St.	VIN	CMV	Haz-Mat
------------	-----------------	-----	-----	---------

and did then commit the following offense:

SPEEDING	Pace	Radar	Lidar	Other
MPH in MPH Zone Actual MPH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	School Zone	Const. Zone		
	<input type="checkbox"/>	<input type="checkbox"/>		

B2873 - Ordinance # 12-85
 POSSESSION OF DRUG PARAPHERNALIA Fine \$: 549

I, the undersigned issuing officer, hereby certify and swear that I have read the foregoing information and know the facts and contents thereof and that the facts supporting the criminal charge stated therein are true.


 Signature of Officer 509 Badge No. District No.

Court Appearance: 4/23/2013 at 02:30:00 PM (DPS USE)

BLANCHARD MUNICIPAL COURT
 Court Clerk Phone: (405) 485-9392 Ext: 103
 PO BOX 480
 Address Mail, Addr: BLANCHARD OK 73010
 of Court: Phys. Addr: 122 N MAIN
 BLANCHARD OK 73010

Notice: Release upon personal recognizance based on a signed written promise to appear for arraignment is conditional and failure to timely appear for arraignment shall result in the suspension of the arrested person's driver license in Oklahoma, or in the nonresident's home state pursuant to the Nonresident Violator Compact.

WITHOUT ADMITTING GUILT, I promise to appear in said court and said time and place.

SIGNATURE: _____
 (CHECK ONLY ONE BOX)

<input type="checkbox"/> Signed Personal Recognizance	<input checked="" type="checkbox"/> Jail	<input type="checkbox"/> Other
---	--	--------------------------------

JUVENILE Name of Parent Or Guardian _____
 Address _____

Officer's Remarks _____

AREA: business school residential rural other

HIGHWAY TYPE: 1 lane 2 lane 3 lane undivided divided ramp other

ACCIDENT: PD PI FATALITY

B2873

Perdue, Brandon, Fielder, Collins and Mott, L.L.P.

Defendant Detail Listing Report

Blanchard City OK Fines And Fees

Defendant 317 - PECINA, MICHAEL T

Address:

Status: ACCOUNT - DECEASED

Address Status: BAD

Address From:

DL Number: R999067155

Date of Birth: 10/5/1985

SSN: XXX-XX-2886

Comment: Def is deceased							
Docket	Description	Event Date	Entry Date	Client Amt	Client Amt 2	PBFCM Amt	Total
B2873	POSSESSION OF DRUG PARA	3/2/2013	11/26/2019	\$699.00	\$0.00	\$244.65	\$943.65
Docket Total:				\$699.00	\$0.00	\$244.65	\$943.65
Defendant Total:				\$699.00	\$0.00	\$244.65	\$943.65
Grand Total:				\$699.00	\$0.00	\$244.65	\$943.65



Deceased Search

Reference ID: BROKEN ARROW CITY

1 result.

Detail	Name	Date of Birth MM/DD/YYYY	Date of Death MM/DD/YYYY
	MICHAEL PECINA	10/05/1985	04/11/2023

Source: Obituary	
Name: MICHAEL PECINA	Reporting City/State: MOUNTAIN VIEW, OK
Date of Death: 04/11/2023	
Date of Birth: 10/05/1985	

Interactive Data, LLC ("IDI") is not a "consumer reporting agency" and its services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA") or similar state statutes. Accordingly, IDI services may not be used in whole or in part as a factor in establishing an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.

BLANCHARD MUNICIPAL COURT

122 N Main
 Blanchard, OK 73010
 (405) 485-9392

WARRANT

FTA FAIL TO APPEAR

Warrant Number:	201300302	Warrant Type:	Traffic – Filed By Citation
Issued Date:	6/24/2013	Case Number:	2013-00302
Issuing Agency:	Blanchard Municipal Court	Citation Number:	B2873
	500.00	Cash Only:	Yes
Total Bond:	49.00		
Warrant Fee:	150.00		
Total Amount:	699.00		
=====	=====		

Judge's Name: RANDY BRINK

MICHAEL T PECINA
 PO BOX 754
 ANADARKO OK 73005

SSN:
Race: I
Hair: BRO

DL NO. R999067155
Sex: M
Eyes: BRO

DOB: 10/05/1985
Height: 5'10
Weight: 200

Offense/Charge: POSSESSION OF DRUG PARAPHERNAL

Will Extradite in State: Yes **Will Extradite out of State:** No **Night Service Authorized:** No
Served: No **Recalled:** No **Authorized:**
Comment:

The defendant is to be admitted to bail in the sum of \$ 699.00



JUDGE SIGNATURE

JUDGE NAME

DATE SERVED

OFFICER SIGNATURE

OFFICER NAME

RETURN OF OFFICER

SHERIFF'S FEE

Arrest \$ _____
 Attendance on Court \$ _____
 Producing Prisoner \$ _____
 Mileage (Miles) \$ _____
 Commitment \$ _____
 Other \$ _____
Total \$ _____

Received this writ the _____ day of _____
 And executed the same by arresting _____
 _____ and now have _____
 bod _____ before this court.

Arresting Officer(s)



15





Council Agenda

Business Item No. B- 15

DATE: 13th October 2023

TO: *Robert L. Floyd*, Blanchard City Manager
Blanchard City Council

FROM: *Steve Rhodes, Chief of Police*

Item: *Upfitting 2023 Chevy Tahoe (Stolz Telecom)*

BACKGROUND:

The Blanchard Police Department is requesting funding for the “upfitting” cost for the recent purchase of the 2023 Chevy Tahoe. The City Council approved the FYE2023 Budget appropriating \$15,590 for Fleet services. The upfitting costs incurred would provide appropriate lighting along with radio and laptop mounts for this vehicle in order for the vehicle to be compliant with Oklahoma State Statute Title 47 12-218.

Title 47 12-218.A states every authorized emergency vehicle shall, in addition to any other equipment and distinctive markings required by this title, be equipped with flashing red or blue lights or a combination of flashing red and blue lights. The lights shall be visible at five hundred (500) feet in normal sunlight. An unmarked vehicle used as a law enforcement vehicle for routine traffic enforcement shall be equipped with the following combination of lights: three flashing red, blue, or a combination of red and blue lights emitting the flashing lights to the front of the vehicle; two flashing white lights emitting the flashing white lights to the front of the vehicle. And, flashing red, blue, white or any combination of red, blue or white lights emitting from all four corners of the vehicle so they are visible for three hundred sixty (360) degrees.

I have received a quote from Stolz Telecom regarding the equipment needed to be compliant with Oklahoma State Statute in the amount of \$14,767.41. I requested only the equipment needed to ensure I can

properly respond to an emergency that arises during the performance of my duties as the Chief of Police of the Blanchard Police Department.

Therefore, it is requested that the City Manager be authorized to use approved funding for Fleet Services from the FYE2023 Budget to make this purchase of equipment. (See attached quote from Stolz Telecom)

Respectfully,

Chief Steve Rhodes

**PURCHASE REQUISITION FORM
CITY OF BLANCHARD**

<u>OFFICE USE ONLY</u>
VENDOR# _____
PO# _____

NOTE: THIS IS NOT A PURCHASE ORDER, BUT A REQUISITION. ITEMS CANNOT BE PURCHASED UNTIL AFTER THE PURCHASING AGENT ISSUES A PURCHASE ORDER.

DATE OF REQUEST: 10/13/23 REQUESTING DEPARTMENT: POLICE

NAME OF VENDOR: Stolz Telecom

DEPARTMENT HEAD APPROVAL: RHODES

CHOOSE TYPE OF PO: REGULAR PO: OPEN PO: DEBIT CARD:

WHEN USING DEBIT CARD: PLEASE EMAIL TO ADMIN COORDINATOR.
PICKUP THE PRINTED OUT COPY OF REQUISITION TO OBTAIN THE CITY'S DEBIT CARD.

DESCRIPTION/ITEMS	CLASS. CODE	EST. PRICE	FUNDS AVAIL.	VERIFY FUNDS
Upfitting light package (2023 Chevy Tahoe)	105-12-6350	\$ 15,000.00		
ESTIMATED TOTAL COST		\$ 15,000.00		

*******FOR NEW VENDORS ONLY*******

PLEASE ATTACH A COPY OF THE W-9 OR EMAIL W-9 TO ADMIN COORDINATOR WITH REQUISITION.

VENDOR ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PLEASE PROVIDE A CONTACT NAME: _____

PLEASE PROVIDE A PHONE NUMBER: _____

NO PO WILL BE ISSUED WITHOUT A W-9 OR EQUIVALENT AND UNTIL THE VENDOR HAS BEEN VERIFIED AND SET UP.

CITY MANAGER APPROVAL IS **REQUIRED** BEFORE ISSUANCE OF A PURCHASE ORDER FOR THIS REQUISITION.

CITY MANAGER APPROVAL: _____ DATE: _____



Stolz Telecom

Estimate

EST-005914

Bill To
Blanchard Police Department
P O Box 480
Blanchard, Oklahoma 73010
United States

Estimate Date : October 02, 2023

Expiration Date : December 11, 2023

Reference# : Admin Tahoe

Salesperson : Shannon Farnan

Contract : SW0142

Ship To
117 W Broadway
Blanchard, Oklahoma 73010
United States

Delivery Preference : Upfit

#	Item & Description	Qty	Rate	Amount
1	Est. Blanchard Police Department Admin Tahoe	1.00	0.00	0.00
Lighting Package				
2	BSFW54X I-E FST WCX S/D 12-LT TAHOE Promo IEXD0723A Expires 12/13/2023	1.00	2,860.00	2,860.00
3	BSSP2XJW 6/6 DUO D/E LTHD D/P PROMO PKG Duo Red/White Blue/White Front Inner Edge Light Package Included in Promo	1.00	0.00	0.00
4	BS54Z I-E RST WCX 10-LT S/D 21 TAHOE Rear Inner Edge Included in Promo	1.00	0.00	0.00
5	BSSP2ZJA 5/5 DUO K/M LTHD D/P PROMO PKG Duo Red/Amber Blue/Amber Rear Inner Edge Included in Promo	1.00	0.00	0.00
6	SA315P SA315P SPEAKER, BLACK PLASTIC Included in Promo	1.00	0.00	0.00
7	SAK70 SA-315 MT KIT 2021 CHEVY TAHOE Included in Promo	1.00	0.00	0.00

#	Item & Description	Qty	Rate	Amount
8	C399 CENCOM CORE WCX CONTROL CENTER Included in promo	1.00	0.00	0.00
9	CCTL7 WeCanX 21 BUTTON/SLIDE CTRL HD Included in Promo	1.00	0.00	0.00
10	C399K6 OBD II CANPORT KIT 2021 TAHOE/SUB Included in Promo	1.00	0.00	0.00
11	CV2V VEHICLE-TO-VEHICLE SYNC MODULE	1.00	210.00	210.00
12	CEM16 WeCanX 16 OUTPUT EXPANSION MOD Expands outputs to control each light individually. 44 Outputs total	2.00	163.43	326.86
13	I2D DUO LINEAR ION RED/WHITE BLK Two mounted in Light Channel of Westin, 1 on 45 Degree Bracket on side of Westin	3.00	115.05	345.15
14	I2E DUO LINEAR ION BLUE/WHITE BLK Two mounted in Light Channel of Westin, 1 on 45 Degree Bracket on side of Westin	3.00	115.05	345.15
15	IONK1B SWIVEL MOUNT KIT FOR ION BLK Mounted on each side of Westin for 45 Degree lighting	2.00	24.78	49.56
16	TLI2D ION T-SERIES LINEAR DUO R/W DS Westin Pit Bar	1.00	111.51	111.51
17	TLI2E ION T-SERIES LINEAR DUO B/W PS Westin Pit Bar	1.00	111.51	111.51
18	LINSV2B SURFACE MT LINZ V-SERIES BLUE	1.00	172.87	172.87
19	LINSV2R SURFACE MT LINZ V-SERIES RED	1.00	172.87	172.87
20	LSVBKT54 LINSV MIRROR MT KIT 2021 TAHOE	1.00	19.47	19.47
21	TLI3C ION T-SERIES LINEAR TRIO R/B/W 2 Mounted on each side of Tahoe on Rocker Panel using 3D Printed T Ion Shims	4.00	123.31	493.24

#	Item & Description	Qty	Rate	Amount
22	Custom Printed T Ion Rocker Shims	4.00	13.00	52.00
23	I3JC TRIO ION R/B W/ WHT OVERRIDE 1 in each quarter window, 2 on Tag bracket	4.00	136.29	545.16
24	IONBKT1 ION LICENSE PLATE BKT HORIZ.	1.00	24.78	24.78
25	557803 LED Light Pods Clear Lens Driving/Combo Pair Squadron Sport Baja Designs Mounted on push bumper, flash in SS3 out of park, On with Takedowns	1.00	199.96	199.96
Westin Bumper				
26	36-4045 Push Bumper Elite Chevrolet Tahoe 2021 Police Pursuit Vehicle	1.00	606.69	606.69
27	36-6015W4 Push Bumper Light Channel 33.1 inch Whelen, 4 Hole	1.00	40.45	40.45
28	36-4045PB PIT Bar Elite Chevrolet Tahoe 2021 Police Pursuit Vehicle	1.00	396.00	396.00
29	36-4045W Wing Wrap Elite Chevrolet Tahoe 2021 Police Pursuit Vehicle	1.00	276.00	276.00
30	36-4045WC Push Bumper Elite Wire Cover 2021 Tahoe	1.00	40.45	40.45
Console and Accessories				
31	C-VSW-1012-TAH 12.5" Wide Medium Height Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle C-EB4-CCS-1P for Whelen Controller, Confirm Faceplates for Customer Supplied Radios	1.00	717.60	717.60
32	CUP2-1001	1.00	53.60	53.60
33	C-ARM-102 Side mount armrest	1.00	75.20	75.20
34	C-APW-1258 12" Accessory Pocket, 5.8" Deep for 3.3"W Section of Wide Consoles	1.00	44.00	44.00
35	C-HDM-204 8.5" Heavy Duty Telescoping Pole, side mount, short handle	1.00	184.00	184.00

#	Item & Description	Qty	Rate	Amount
36	C-MD-317 Heavy-Duty Computer Monitor / Keyboard Mount and Motion Device	1.00	398.40	398.40
37	DS-PAN-722 Docking Station for Panasonic TOUGHBOOK G2 Tablets with Power Supply	1.00	654.40	654.40
38	PKG-KB-206 Package - USB Keyboard with Mount (No Emergency Key)	1.00	572.00	572.00
Labor and Materials				
39	285060F-121-S Hi-Amp Circuit Breaker, Type III Reset, 60A, 48V	1.00	44.90	44.90
40	MXRNMO58U-NC 3/4" Hole NMO Brass Mount with Gold Pin 17' RG58U, No Connector	1.00	22.84	22.84
41	BMLPV700 Maxrad 740 - 870 MHz low profile vertical 2 dB gain black antenna, 2.4 in high.	1.00	50.79	50.79
42	ST CM Consumable Materials Wire, Loom, Fuses ,etc.	1.00	300.00	300.00
43	ST UTL-OK Upfit Technician Labor Install above equipment and customer supplied radio into 2023 Tahoe. Work performed at Stolz OKC Location	50.00	85.00	4,250.00
Sub Total				14,767.41
Total				\$14,767.41

Notes

Looking forward to your business.

Please advise if you have any questions. Your estimate can be viewed, printed and downloaded as a PDF from the link below. If accepting the estimate, please reply to this email with a copy of your Purchase Order, or a PDF copy of the signed estimate.

Terms & Conditions

ORDERING - Stolz Telecom reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us. The minimum order value is \$50.00 and orders may be either shipped complete or shipped allowing for backorder merchandise, at our option. Orders may also be picked-up at our facilities or be staged for delivery / pick-up at a future date by advance arrangement.

PRICING - Prices are subject to change, without advance notice, and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only - actual freight charges are determined at the time of shipping and may differ from the amount originally quoted.

PAYMENT TERMS - We accept Visa and MasterCard credit cards at the point of sale. For information on establishing an open account with us, please contact our Credit Department at 877.457.2262. For amounts due on account, Check is accepted. Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge.

TAXES - If applicable, sales tax will be added to your invoice unless an acceptable resale tax exemption certificate is provided.

DELIVERY - We will make reasonable efforts to meet delivery and performance dates, but we are not liable for delays due to causes beyond our control. We will endeavor to ship all orders for in-stock merchandise placed before 2:00 PM each day. Orders requiring cable processing, component assembly or specialized packaging may require extra processing time. Will Call pick-up service is also available by advance arrangement.

SHIPMENT & RISK OF LOSS - Domestic U.S. orders are tendered to carrier with freight prepaid and billed to you, unless otherwise specified at time of quotation. We will prepay and bill to you all shipping, handling and insurance charges on all domestic orders, unless otherwise specified at the time of the order. We reserve the right to choose the freight carrier unless otherwise specified by you, the customer. International orders are tendered as EXW Origin (Incoterms 2010) and will be shipped via Collect or 3rd-party freight terms via your preferred carrier or shipped to your freight forwarder with any freight charges prearranged by you. Export packaging is available at an additional charge. You will be responsible for all insurance, customs, and duty charges. For domestic and international orders, title and risk of loss shall pass to you upon delivery to carrier, risk of loss or damage from point of shipment shall fall upon you and it is your responsibility to file all claims with the carrier.

DAMAGES IN TRANSIT/CLAIMS - All shipments must be thoroughly inspected for visible damage and completeness by the recipient before accepting delivery from the carrier. If any damage is found or a shortage determined, the delivery bill-of-lading should be A) noted as such prior to acceptance or B) the shipment may be partially or completely refused. If no exceptions are noted at the time of receipt, the delivery will be deemed as "accepted in good condition" by you, releasing the carrier and us from further liability or recourse. Any claims for concealed damage or material shortages must be promptly reported to us within 24 hours of the receipt.

CUSTOM PRODUCTS & ASSEMBLIES - We require an engineering and purchasing approval sign-off for special orders and custom products, including non-stock cable assemblies. All such items are considered non-cancelable, non-returnable and non-refundable, unless defective. Any such defective items will be repaired or replaced only, at our option.

WARRANTIES - All warranty items shall be repaired, replaced or credited in accordance with the manufacturer's warranty policy. Any warranty, expressed or implied, is set forth and limited by and to the manufacturer's written warranty policy on the products that we sell. STOLZ TELECOM MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS IT SELLS OR THE SUITABILITY OR FITNESS OF A PRODUCT FOR ANY PARTICULAR PURPOSE OR USE.

SPECIFICATIONS - All product specifications represented are derived from the manufacturer. Changes in specification and / or design by the manufacturer may occur at any time, without advance notice.

CHANGES / CANCELLATIONS - Orders may not be cancelled or modified, either in whole or in part, without our written consent, and may then be subject to payment of a reasonable charge for costs incurred in cancelling or modifying the order.

RETURN POLICY - Before any merchandise may be returned, a Return Goods Authorization (RGA) number must be obtained. An RGA may be requested by calling 877.457.2262 or by e-mailing Orders@StolzTele.com. All inquiries will be evaluated and a determination will be made to approve, or deny, the request within 3 business days. If approved, an RGA number and set of return instructions will be provided by our Customer Service Department. All requests to return merchandise must be made within 30 days from the date of purchase and RGA's are valid for 30 days only. It is your responsibility to coordinate return logistics and you will be responsible for any associated shipping charges. All returned items will be thoroughly inspected to validate its condition. In-store credit will be issued for items that are returned complete & unused, in the original manufacturers' packaging, in like-new condition. Any returned goods received by us in unsatisfactory condition will be returned to you. Authorized returns are subject to a restocking fee of no less than 20%. Special orders, cut-to-length cable and made-to-order jumper assemblies are non-returnable.

DEFECTIVE MERCHANDISE POLICY - An RGA may also be obtained, per above, to facilitate the servicing of an item that is inoperable due to a possible manufacturing concern. When requesting service for a warranty-related matter, a detailed report of the defective issue must be included. An RGA number and set of return instructions will be provided by our Customer Service Department. Reportedly defective items will be returned to and evaluated by the Original Equipment Manufacturer (OEM). Upon their verification of a warrantable defect, such item(s) will be repaired, replaced or credited as determined by the OEM's warranty policy.

LIMITATION OF LIABILITY - In no event shall we be liable to you, under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, (A) for any loss of profits or other economic loss, including, but not limited to, such losses as: (i) wages paid to Buyer's employees or other manual labor costs, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement or temporary equipment, facilities or services, (v) cost of capital or (vi) costs or losses relating to downtime, or (B) any other indirect, special, consequential, punitive, exemplary or other similar damages arising out of any claim relating to Buyer's purchases of goods or services gives rise to Stolz Telecom's liability to Buyer.

AMENDMENTS - You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

GOVERNING LAW - These Terms and Conditions shall be governed by and construed in accordance with laws of the State of Oklahoma for agreements to be performed entirely within the State of Oklahoma, and the State of Texas for agreements to be performed entirely within the State of Texas without regard to choice of law provisions.

Conditions. All typographical errors are subject to correction.



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Council Agenda

Business Item No.B- 16

DATE: 13th October 2023

TO: *Robert L. Floyd*, Blanchard City Manager
Blanchard City Council

FROM: *Steve Rhodes, Chief of Police*

Item: *Chickasaw Nation Law Enforcement Commission Agreement*

BACKGROUND:

The Blanchard Police Department is seeking approval by the City Council to adopt the Chickasaw Nation Law Enforcement Commission Agreement. This agreement would allow the Blanchard Police Department Officers to be cross-commissioned with the Chickasaw Nation Lighthorse Police.

This agreement would allow Blanchard Police Officers to coordinate and provide mutual support for purposes of effective law enforcement throughout Chickasaw Nation Indian Country in the interest of general public safety. This signed agreement would give our Officers authority to enforce Tribal law within Chickasaw Nation Indian Country.

According to this agreement, the Chickasaw Nation maintains insurance to address liability for claims arising from acts taken in the enforcement of Chickasaw Nation law within Chickasaw Nation Indian Country and shall cause Department and Department's commissioned officers to be named as additional insureds on such additional coverage for such purposes; provided, such additional coverage shall not be available for claims arising from acts taken by an officer commissioned in accord with this Agreement if the claim has been adjudicated as covered by the FTCA.

In addition, Officers within the Blanchard Police Department who are cross-commissioned with the Chickasaw Nation will participate in trainings on Chickasaw Nation Law and process, as prescribed by

Chickasaw Nation Lighthouse and conducted in coordination with Department.

According to the Executive Order from the Office of the Governor of The Chickasaw Nation, they have established the Law Enforcement Agency Appreciation Program (LEAAP) as a mechanism to disburse financial contributions on a regular and ongoing basis to eligible, cross-commissioned law enforcement agencies as a show of good faith for their diligence in ensuring public safety throughout the Chickasaw Nation treaty territory. According to this document, LEAAP payments will be based on the traffic tickets issued by a partnering agency in accordance with the Chickasaw Nation Code, and the amount received by the Chickasaw Nation as a result (document attached).

Basically, the Blanchard Police Department working under the cross-commission of the Chickasaw Nation will be able to act as a Federal Officer when having contact with a Tribal Member. It is the desire of the Blanchard Police Department to enter into this cross-commission agreement with the Chickasaw Nation.

Respectfully,

Chief Steve Rhodes



the
**Chickasaw
Nation**

OFFICE OF TRIBAL JUSTICE ADMINISTRATION

POST OFFICE BOX 1548 | ADA, OK 74821 | (580) 436-7233 | FAX (580) 310-6440

Bill Anoatubby
Governor

Chris Anoatubby
Lt. Governor

Dear Law Enforcement Agency Colleague:

The Chickasaw Nation appreciates our partners in law enforcement and recognizes that it takes multiple agencies, working collaboratively, to ensure our mutual interest in public safety throughout the Chickasaw Nation treaty territory.

With this in mind, the Chickasaw Nation is pleased to introduce the Law Enforcement Agency Appreciation Program (LEAAP), which will provide financial contributions to eligible, cross-commissioned law enforcement agency partners. Please see the attached Executive Order 23-01 recently issued by Governor Anoatubby. LEAPP payments will be based on the traffic tickets issued by a partnering agency in accordance with the Chickasaw Nation Code, and the amount received by the Chickasaw Nation as a result. The initial LEAPP payment will include the period from March 11, 2021, through March 31, 2023, and will continue in bi-annual disbursements thereafter.

The Chickasaw Nation commends you on the vital services that your agency provides to all citizens within your respective jurisdiction. It is our sincere hope that, through LEAPP, your agency is assured some financial remuneration for your continued diligence.

Should you have any questions, please feel free to contact the Chickasaw Nation Office of Governmental Affairs and Partnerships at (580) 272-5094.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debra Gee".

Debra Gee
Chief Counsel

**CHICKASAW NATION LAW ENFORCEMENT COMMISSION
AGREEMENT**

PREAMBLE

WHEREAS, the Chickasaw Nation possesses a reservation recognized as “Indian country” for purposes of criminal law enforcement, as that term is defined at 18 U.S.C. § 1151 (“Chickasaw Nation Indian Country”). See *Proclamation from the Office of the Governor of the Chickasaw Nation* (Mar. 11, 2021); *Bosse v. Oklahoma*, PCD-2019-124 (Okla. Ct. Crim. App., Mar. 11, 2021); cf. *McGirt v. Oklahoma*, No. 18-9526 (U.S.S. Ct., Jul. 9, 2020).

WHEREAS, the City of Blanchard is a municipality organized under the laws of the State of Oklahoma (“City”), and through its municipal code or other governing authority, employs a law enforcement agency or department, Blanchard Police Department (“Department”), to exercise criminal law enforcement authority under its applicable municipal code, as well as the laws of the State of Oklahoma, within Chickasaw Nation Indian Country;

WHEREAS, in forming and entering this Agreement, our intent is to coordinate and provide mutual support for purposes of effective law enforcement throughout Chickasaw Nation Indian Country in the interest of general public safety;

WHEREAS, Oklahoma has enacted 21 O.S. § 99a(D), vesting Tribal officers with **Oklahoma Peace Officer** status by providing “a tribal law enforcement officer of a federally recognized Indian tribe who has been commissioned by the Federal Bureau of Indian Affairs and has been certified by the Council on Law Enforcement Education and Training shall have state police powers to enforce state laws . . . in Indian Country.”

WHEREAS, the Chickasaw Nation is party to the 2005 master cross-deputation agreement (“2005 Master Cross-Deputation Agreement”), establishing processes for Tribal, State, and Local law enforcement officers to obtain U.S. Bureau of Indian Affairs **Special Law Enforcement Commissions** for purposes of enforcing Federal law within Chickasaw Nation Indian Country and which 2005 Master Cross-Deputation Agreement additionally recognizes Chickasaw Nation’s authority to authorize non-Chickasaw law enforcement officers to enforce Tribal law within Chickasaw Nation Indian Country;

WHEREAS, Chickasaw Nation Tribal Legislature General Res. Nos. 22-007 (Nov. 20, 2004) and 23-064 (May 19, 2006) support the Chickasaw Nation’s entry into agreements with non-Chickasaw law enforcement agencies as “necessary to carry out the enforcement of tribal or other potentially applicable laws in the Indian Country of the Chickasaw Nation”;

WHEREAS, Chickasaw Nation Executive Ord. No. 21-01 (Mar. 11, 2021) directs Chickasaw Nation Lighthorse to “update its policies and procedures relating to the cross-commissioning of non-Tribal police as Chickasaw Lighthorse Police officers,” with support from Chickasaw Nation Department of Governmental Affairs and Partnership and legal counsel;

WHEREAS, issuing *Chickasaw Nation law enforcement commissions* to non-Chickasaw law enforcement officers acting within Chickasaw Nation Indian Country serves the shared governmental interest of the parties hereto to provide effective law enforcement throughout Chickasaw Nation Indian Country in the interest of general public safety.

NOW, IN CONSIDERATION THEREOF, the Chickasaw Nation and City agree as follows:

TERMS OF AGREEMENT

1. After entry to this Agreement, Department shall provide Chickasaw Nation a list of Department’s full-time officers presently certified by the Council on Law Enforcement Education and Training (“CLEET”) and authorized to enforce Oklahoma law.
2. In addition to any commissions already established and implemented consistent with the 2005 Master Cross-Deputation Agreement and earlier Chickasaw Nation authorizations, all of Department’s full-time and CLEET-certified officers who are authorized to enforce Oklahoma law, shall have a *Chickasaw Nation Law Enforcement Commissions*, which commission empowers each officer so commissioned to enforce Chickasaw Nation law within Chickasaw Nation Indian Country as a Chickasaw Nation Lighthorse officer; *provided*, each officer so commissioned shall—
 - a. participate in trainings on Chickasaw Nation law and process, as prescribed by Chickasaw Nation Lighthorse and conducted in coordination with Department;
 - b. be bound by Chickasaw Nation Lighthorse standards and procedures with respect to the performance of Chickasaw Nation law enforcement functions;
 - c. cooperate and coordinate with Chickasaw Nation Lighthorse and assigned prosecutors with respect to actions taken within the scope of the commission; and
 - d. remain commissioned for so long as—
 - i. the officer remains in the Department’s full-time employment and in good standing with his or her CLEET certification; or
 - ii. the Chickasaw Nation suspends or terminates the officer’s commission by written notice to the Department and officer.

3. To facilitate implementation of this Agreement, Department shall annually provide to the Chickasaw Nation an update to the list required by ¶1 and a report showing each officer's completion of his or her annual training requirements and good standing with Department. Upon Department's request, the Chickasaw Nation shall cause commission cards annually to issue to qualifying officers; *provided*, possession of a commission card shall not be necessary to legally effectuate any commission.
4. This Agreement ratifies and documents that all Department's officers who satisfy the requirements of ¶2, above, are duly commissioned for purposes of enforcement of Chickasaw Nation law within Chickasaw Nation Indian Country in accord with this agreement, and the Chickasaw Nation shall cause this agreement to be published for purposes of public notice.
5. This Agreement relates to the performance of Tribal self-governance functions (25 U.S.C. § 450, et seq.), and the Federal Tort Claims Act ("FTCA") should address liability for claims arising from acts taken in the enforcement of Chickasaw Nation law within Chickasaw Nation Indian Country. Additionally, the Chickasaw Nation maintains insurance to address liability for claims arising from acts taken in the enforcement of Chickasaw Nation law within Chickasaw Nation Indian Country and shall cause Department and Department's commissioned officers to be named as additional insureds on such additional coverage for such purposes; *provided*, such additional coverage shall not be available for claims arising from acts taken by an officer commissioned in accord with this Agreement if the claim has been adjudicated as covered by the FTCA.
6. Department and Chickasaw Nation Lighthouse will coordinate and cooperate in good faith with respect to implementing this Agreement, meeting regularly for such purposes, and Department will work with Chickasaw Nation Office of Governmental Affairs and Partnerships with respect to any dispute that may arise hereunder or to any amendment or revision proposed hereto. Each party shall ensure the other has current contact information for all persons appropriate for handling matters relating to or otherwise for purposes of implementing this Agreement.
7. As they may deem appropriate, the parties may amend or revise this Agreement in a writing approved and executed by both.
8. This Agreement shall remain in force and effect, as it may from time to time be amended or revised, until it is terminated by either or both parties on sixty (60) days' written notice; *provided*, no termination shall be effective for any purpose until the completion of the notice period, nor shall such termination have any effect on actions taken during the period in which the Agreement was in force and effect.

9. Nothing herein, including acts taken in accord with ¶¶5&6, waives nor shall it be deemed to have waived the sovereign immunity of the Chickasaw Nation for any purpose.

APPROVED

For THE CHICKASAW NATION

Bill Anoatubby,
Governor

Date: _____

For THE CITY OF BLANCHARD

Michael Scalf,
Mayor

Date: _____

Chuck Kemper,
City Council Member

Date: _____

Ben Whitt,
City Council Member

Date: _____

Albert Ryans,
City Council Member

Date: _____

Christina Short,
City Council Member

Date: _____

For BLANCHARD POLICE DEPARTMENT

Steve Rhodes,
Chief of Police

Date: _____



OFFICE OF THE GOVERNOR

The Chickasaw Nation
Post Office Box 1548 • Ada, Oklahoma 74821
(580) 436-2603 • Fax (580) 436-4287
<http://www.chickasaw.net>

BILL ANOATUBBY
GOVERNOR

EXECUTIVE ORDER

**From the Office of the Governor
The Chickasaw Nation**

No. 23-01

Establishment of the Law Enforcement Agency Appreciation Program

By virtue of this Executive Order, there is hereby established the Law Enforcement Agency Appreciation Program (LEAAP) in recognition of the important public safety services performed by county and local law enforcement agencies located or providing services within the Chickasaw Nation treaty territory and cross-commissioned with the Chickasaw Nation.

The LEAAP has been established as a mechanism to disburse financial contributions on a regular and ongoing basis to eligible, cross-commissioned law enforcement agencies as a show of good faith for their diligence in ensuring public safety throughout the Chickasaw Nation treaty territory. Accordingly, LEAAP payments will be based on the traffic tickets issued by a partnering agency in accordance with the Chickasaw Nation Code, and the amount received by the Chickasaw Nation as a result.

The department of treasury and the division of governmental affairs and partnerships will oversee the Law Enforcement Agency Appreciation Program. All departments and divisions within the Executive Department are directed to cooperate with and give their full support to the LEAAP and to the Chickasaw Nation's efforts to enhance our partnerships with cross-commissioned county and local law enforcement agencies within the Chickasaw Nation treaty territory.

April 5, 2023
Date of Issuance

Bill Anoatubby
Bill Anoatubby, Governor, the Chickasaw Nation



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Council Agenda

Business Item No.B-_____

DATE: 13th October 2023

TO: *Robert L. Floyd*, Blanchard City Manager
Blanchard City Council

FROM: *Steve Rhodes, Chief of Police*

Item: *Lexipol Policy Adoption*

BACKGROUND:

The Blanchard Police Department is seeking approval of the Lexipol Policies for the operations of the police department. The previous policy manual was last issued in 2006. I have met with Jim Schaffer who is our representative for Lexipol to ensure that the adoption of Lexipol meets the standards for the Blanchard Police Department.

The Lexipol Policy Manual is a fluid document that continuously updates as new laws go into effect. As new or updated policies are affected, Lexipol sends out emails to ensure the Blanchard Police Department and its members stay current with our policies.

Also, Lexipol sends out monthly DTB's for Officer's to login and review policies to stay informed and up to date. In addition, anytime the Lexipol policy manual is affected by any law or policy update, I get alerted by Lexipol to ensure we adopt the changes and are familiar with the updates. In addition, adopting the Lexipol policy manual will get the Blanchard Police Department Title IX compliant with OMAG.

All Officers will have their own login that will ensure they read each policy and initial that they are familiar with them and understand. Also, I have met with the Blanchard FOP and provided a copy for review. I, along with the Blanchard FOP are requesting the city council approve and adopt the Lexipol Policy Manual for this police department.

In addition, I have provided copies of the Lexipol Policy Manual to the city manager as well as the city attorney for review. I ask the city council to approve and adopt the Lexipol Policy Manual for the Blanchard Police Department.

Respectfully,

Chief Steve Rhodes



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CITY OF BLANCHARD											
STREET SALES AND USE TAX MONTHLY TREASURY REPORT											
For the Month Oct 1, 2023 to Oct 31, 2023											
These are unaudited numbers											
CODE	DESCRIPTION	BEGINNING BANK BALANCE	DEPOSITS	WITHDRAWALS	INTEREST/ DIVIDENDS PAID	SERVICE FEES	ENDING BANK BALANCE	Outstanding Checks	Deposits In Transit	Balance per General Ledger	Number of Checks Issued
30	STREETS SALES USE TAX-FNB (TRANSFER ACCT) 125-01-1110	\$ 533,631.98	142,483.32	86,813.48	196.02	-	589,497.84	-	-	589,497.84	1
	STREETS CONSTRUCTION-BOK (LOAN PROCEEDS) 115-01-1110	\$ 7,802,585.63	37,569.98	1,139,207.30			6,700,948.31			6,700,948.31	



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CONSENT AGENDA





1





MINUTES

10.24.23

Notice is hereby given of a regular meeting to be held at the Municipal Court House, 300 N. Main Street, Blanchard, Oklahoma, in accordance with the Oklahoma Open Meeting Act for the purpose of discussion, consideration and possible action, including, but not limited to, the approval, denial, amendment, revision or conditional approval, in whole or in part of the following Agenda items.

BLANCHARD CITY COUNCIL
REGULAR MEETING
TUESDAY, 24 OCTOBER 2023
6:00 P.M.

IMMEDIATELY FOLLOWING THE BMIA MEETING

A. MEETING CONVENED

1. CALL TO ORDER *by Mayor @ 7:27 p.m.*
2. ROLL CALL: *Christina Short ~ Present
Ben Whitt ~ Present
Albert Ryans ~ Present
Chuck Kemper ~ Present
Michael Scalf ~ Present*
3. DETERMINATION OF QUORUM: *5 ~ Present; 0 ~ Absent*

STAFF PRESENT: *Diana Daniels, City Clerk
Kenny Sullivan, City Engineer
David L. Perryman, City Attorney
Robert L. Floyd, City Manager
David Standridge, PW Director
Daniel Ofsthun, Finance Director
Steve Rhodes, Police Chief
Charlie Largent, Fire Chief
Tim Erickson, Volunteer Firefighter
Colton St. John, Fire Marshal*

MEDIA: *None*

4. PROCLAMATIONS:
 - a. Veterans Day ~ 11.11; and
 - b. Oklahoma Heritage Week ~ 11.12 - 18;
 - c. Oklahoma Native American Day ~ 11.20; and
 - d. Thanksgiving ~ 11.23.

Proclamations issued by the Mayor.

B. BUSINESS AGENDA

The following item(s) are hereby designated for discussion, consideration and take INDIVIDUAL action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of:

1. ORDINANCE.
Discuss and direct changes to be made by the City Attorney to the City's ATV/Golf Cart Ordinance; and bring back to the November or December meeting.

No Action Taken. Discussion only for ordinance that makes sense and simple.

2. ORDINANCE.
Discuss and direct City Manager and City Attorney to draft an ordinance pertaining to political signs in public right-of-ways; and bring back to the November or December meeting.

No Action Taken. Discussion only. More research needed regarding U.S. Supreme Court rulings.

3. ORDINANCE.
Discuss and vote on a motion to adopt an Ordinance No. ____ ratifying, affirming, and approving the utility rates as approved by the Board of Trustees of the Blanchard Municipal Trust Authority (BMIA) by Resolution.

MOTION BY Vice Mayor Kemper and SECOND BY Councilor Ryans ... to adopt said Ordinance No. 796, as written.

MOTION CARRIED:

5 ~ AYES: Short, Whitt, Ryans, Kemper, Scalf
0 ~ NAYS: None
0 ~ ABSENT: None

4. EMERGENCY CLAUSE.
Discuss and vote on a motion to approve the Emergency Clause for Ordinance No. ____.

MOTION BY Councilor Ryans and SECOND BY Councilor Short ... to adopt said Emergency Clause for Ordinance No. 796.

MOTION CARRIED:

5 ~ AYES: *Short, Whitt, Ryans, Kemper, Scalf*
0 ~ NAYS: *None*
0 ~ ABSENT: *None*

5. RESOLUTION.

Discuss and vote on a motion adopting a Resolution No. 2023-___ amending the City's FYE2024 Fee Schedule based on recommendations from the City Council and BMIA Board of Trustees.

MOTION BY Councilor Short and SECOND BY Vice Mayor Kemper ... to adopt said Resolution No. 2023-56, as written.

MOTION CARRIED:

5 ~ AYES: *Short, Whitt, Ryans, Kemper, Scalf*
0 ~ NAYS: *None*
0 ~ ABSENT: *None*

6. RESOLUTION.

Further discussion from the 9/26 meeting and vote on a motion adopting a Resolution No. 2023-___ approving a 4-way stop at Main and Broadway or the creation of a round-about.

MOTION BY Vice Mayor Kemper and SECOND BY Councilor Short ... to adopt said Resolution No. 2023-57 authorizing City Engineer to design a round-about on Main Street.

MOTION CARRIED:

5 ~ AYES: *Short, Whitt, Ryans, Kemper, Scalf*
0 ~ NAYS: *None*
0 ~ ABSENT: *None*

Meeting recessed @ 8:17 pm for a break.

Meeting reconvened @ 8:23 pm.

7. TIF DISTRICT NO. 2.
Discuss and vote on a motion:

- a. To approve an Agreement with an engineering consultant to provide a Traffic Impact Analysis (TIA) for the mixed-use development and improvements to US-62 as required by ODOT.

MOTION BY Councilor Short and SECOND BY Councilor Ryans ... to authorize City Manager to work with TIF No. 2 Developer on a 50-50 basis to select an engineering consultant to provide a Traffic Impact Analysis (TIA) for the mixed-use development and improvements to US-62 as required by ODOT not to exceed \$15,500.00.

MOTION CARRIED:

5 ~ AYES: Short, Whitt, Ryans, Kemper, Scalf
0 ~ NAYS: None
0 ~ ABSENT: None

- b. To approve Task Authorization No. 2 with Freese & Nichols regarding infrastructure developments for TIF District No. 2.

MOTION BY Councilor Ryans and SECOND BY Vice Mayor Kemper ... to approve Task Authorization No. 2 with Freese & Nichols regarding infrastructure developments for TIF District No. 2.

MOTION CARRIED:

5 ~ AYES: Short, Whitt, Ryans, Kemper, Scalf
0 ~ NAYS: None
0 ~ ABSENT: None

8. SPECIAL EVENT PERMIT.

Discuss and vote on a motion approving an application for a Special Event Permit for a Run Run Rudolph Fun Run submitted by the Blanchard Running Club to be held on Saturday, December 9th.

MOTION BY Councilor Short and SECOND BY Vice Mayor Kemper ... to approve Special Event Permit for the proposed 5K Run on Saturday, December 9th, as requested.

MOTION CARRIED:

5 ~ AYES: Short, Whitt, Ryans, Kemper, Scalf
0 ~ NAYS: None
0 ~ ABSENT: None

9. HALLOWEEN OBSERVANCE.

Discuss and vote on a motion approving the date of Tuesday, October 31st for observance of Halloween “Trick or Treat” nite in Blanchard.

MOTION BY Vice Mayor Kemper and SECOND BY Councilor Ryans ... to approve Tuesday, October 31st, to observe Halloween “Trick or Treat” nite in Blanchard.

MOTION CARRIED:

5 ~ AYES: Short, Whitt, Ryans, Kemper, Scalf
0 ~ NAYS: None
0 ~ ABSENT: None

10. JOB REQUISITION.

Discuss and vote on a motion approving a request from the Blanchard Police Department, Fire Department and Public Works to create and hire a diesel and gasoline mechanic.

Police Chief, Fire Chief and Public Works Director presented the need to create a new position of Emergency Vehicle Mechanic. The group introduced Tim Erickson to be hired by the City Manager to fill the position, if approved.

MOTION BY Vice Mayor Kemper and SECOND BY Councilor Ryans ... to approve new mechanic position as recommended by the City Manager and as requested by the Department Heads.

MOTION CARRIED:

- 5 ~ AYES:** *Short, Whitt, Ryans, Kemper, Scalf*
0 ~ NAYS: *None*
0 ~ ABSENT: *None*

11. ROAD IMPROVEMENTS.

Further discussion, consideration and take appropriate action re: the status of Phase I and Phase II of Section Line Road Improvements.

Information Only. The City Manager gave an update on the paving completion by Haskell Lemon Group and their cleanup efforts.

12. FIRE STATION COMPLETION.

Further discussion, consideration and take appropriate action re: the status of subcontractor payments; and bonds.

Information Only. The City Attorney gave an update regarding the payments to the subcontractors. Only five (5) are remaining to submit lien releases.

C. CONSENT AGENDA

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

1. APPROVAL of regular pre-meeting minutes of 9/26/23.
2. APPROVAL of regular meeting minutes of 9/26/23.
3. APPROVAL of special joint meeting minutes of 10/03/23.
4. APPROVAL of special joint meeting minutes of 10/10/23.
5. APPROVAL of special joint meeting minutes of 10/13/23.
6. ACKNOWLEDGE of payment of FYE2024 Claims and Expenditures in the total amount of \$431,586.25.
7. ACKNOWLEDGE of payment of FYE2024 Payrolls in the total amount of \$178,135.09.
8. ACKNOWLEDGE the transfer of the October 2023 Sales Tax as per Budget in the total amount of \$332,742.54.

9. ACCEPTANCE of the September 2023 Financial Report.
10. ACCEPTANCE of September Animal Control Donation of Supplies.
11. APPROVAL of Budget Supplement, as presented.
12. RATIFICATION of Development Agreement with Shaz Investment Group, LLC, as approved by the BMIA.

MOTION BY Vice Mayor Kemper and SECOND BY Councilor Short ... to remove Item No. 8 and approve Consent Items 1-7 and 9-12, as presented.

MOTION CARRIED:

5 ~ AYES: Short, Whitt, Ryans, Kemper, Scalf
0 ~ NAYS: None
0 ~ ABSENT: None

D. CONSENT ITEM REMOVAL

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

Ben Whitt noted that some of the percentages of zero percent were wrong.

MOTION BY Council Whitt and SECOND BY Vice Mayor Kemper ... to approve Consent Item No. 8 with correction to be made as discussed.

MOTION CARRIED:

5 ~ AYES: Short, Whitt, Ryans, Kemper, Scalf
0 ~ NAYS: None
0 ~ ABSENT: None

E. PUBLIC COMMENTS

From the general public [limited to 3-minutes per speaker] for a total of 15-minutes on Utility related NON-AGENDA items. Preference will be given to Blanchard ratepayers and NO FORMAL ACTION will be taken.

None.

F. COUNCIL/STAFF COMMENTS

This item is listed to provide an opportunity for the City Council and/or city staff to make comments and/or request specific agenda items. NO ACTION will be taken.

1. *Ben Whitt asked about Lions Park bathroom; Motorola radio equipment for Police Department; status of vagrancy ordinance; and truck driving training.*
2. *Chuck Kemper asked about having an agenda item about 'community garden' on the November meeting.*
3. *Michael Scalf asked about having an Ordinance on the November meeting regarding maintaining rights-of-way; and requested the City have a part-time or full-time IT person to maintain the City's website.*

G. EXECUTIVE SESSION

MOTION to go into Executive Session to discuss the following item(s):

MOTION BY Vice Mayor Kemper and SECOND BY Councilor Ryans ... to go into Executive Session at 9:31 p.m. to discuss the above agenda items.

MOTION CARRIED:

5 ~ AYES: *Short, Whitt, Ryans, Kemper, Scalf*

0 ~ NAYS: *None*

0 ~ ABSENT: *None*

1. Discussing negotiations concerning employees and representatives of employee groups [pursuant to Title 25 O.S. §307(B)(2)].
2. Discussing the purchase or appraisal of real property [pursuant to Title 25 O.S. §307(B)(3)].

3. For the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business [**pursuant to Title 25 O.S. §307(C)(11)**].
4. RECONVENE into Open Session to consider and take appropriate action re:
 - a. negotiations concerning employees and representatives of employee groups.
 - b. the purchase or appraisal of real property.
 - c. the transfer of property, financing, or the creation of a proposal to entice a business to remain or locate within their jurisdiction.

Meeting reconvened @ 9:51 p.m. The only items discussed in Executive Session were the items listed above on the agenda.

1. ***No Action Taken.***
2. ***MOTION BY Mayor Scalf and SECOND BY Vice Mayor Kemper ... to authorize City Manager and City Attorney to proceed as discussed in Executive Session.***

MOTION CARRIED:

5 ~ AYES: Short, Whitt, Ryans, Kemper, Scalf

0 ~ NAYS: None

0 ~ ABSENT: None

3. ***No Action Taken.***

H. FURTHER INFORMATION

1. REPORTS ~ Sales/Use Tax.
 2. REPORTS ~ 2023 Attendance.
 3. REPORTS ~ Departmental Activities.
-

I. ADJOURNMENT

Called @ 9:54 p.m.

ATTEST: *(Seal)*

Mayor

City Clerk

MINUTES

SPECIAL JOINT MEETING

CITY COUNCIL OF THE CITY OF BLANCHARD, OKLAHOMA AND THE
BOARD OF TRUSTEES OF THE BLANCHARD MUNICIPAL IMPROVEMENT
AUTHORITY

SPECIAL MEETING

7:30 P.M. MONDAY, OCTOBER 30, 2023

Municipal Court House, 300 N. Main, Blanchard, Oklahoma 73010

IN COMPLIANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, THE CITY COUNCIL OF THE CITY OF BLANCHARD, AS CALLED BY THE MAYOR AND THE TRUSTEES OF THE BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY AS CALLED BY THE BMIA CHAIRMAN ON THURSDAY, OCTOBER 26th WILL HOLD A JOINT SPECIAL MEETING ON MONDAY, OCTOBER 30, 2023, AT 7:30 P.M. TO ADDRESS ITEMS 3 AND 4 AS STATED IN THIS NOTICE AND AGENDA AND CONSISTING OF THE DISCUSSION, CONSIDERATION AND POSSIBLE APPROPRIATE ACTION ON THE FOLLOWING ITEMS:

1. CALL TO ORDER *by the Mayor and Chairman @ 7:33 p.m.*

2. ROLL CALL:

A. City Council;

Councilor Christina Short ~ Present

Councilor Ben Whitt ~ Absent

Councilor Albert Ryans ~ Present

Vice Mayor Chuck Kemper ~ Present

Mayor Michael Scalf ~ Present

4 ~ Present; 1 ~ Absent

B. BMIA Board of Trustees.

Trustee Christina Short ~ Present

Trustee Ben Whitt ~ Absent

Trustee Albert Ryans ~ Present

Vice Chairman Chuck Kemper ~ Present

Chairman Michael Scalf ~ Present

4 ~ Present; 1 ~ Absent

3. BMIA/CITY BUSINESS AGENDA:
A. Discuss and vote on a motion to approve lease and/or lease/purchase Agreement with Riley Exploration for building located at 2008 N. Council Avenue, Blanchard (Documents by the City Attorney available at the meeting).

MOTION BY *Trustee Short* and SECOND BY *Trustee Ryans* ... to approve the Contract for Sale with Initial lease Term with a change to add “Right of First Refusal” as previously approved in the Offer.

MOTION CARRIED:

4 ~ AYES: Short, Ryans, Kemper, Scalf
0 ~ NAYS: None
1 ~ ABSENT: Whitt

MOTION BY *Vice Mayor Kemper* and SECOND BY *Councilor Ryans* ... to ratify the Contract for Sale with Initial lease Term with a change to add “Right of First Refusal” approval by the BMIA Board of Trustees.

MOTION CARRIED:

4 ~ AYES: Short, Ryans, Kemper, Scalf
0 ~ NAYS: None
1 ~ ABSENT: Whitt

4. CITY BUSINESS AGENDA.
A. Discuss and vote on a motion to appoint Steven M Vancamp, 1202 Stone Drive, to serve an unexpired term on the Blanchard Planning Commission ending July 2, 2024.

MOTION BY *Vice Mayor Kemper* and SECOND BY *Councilor Ryans* ... to accept nomination and approve the appointment of Steven M. Vancamp Senior to the Blanchard Planning Commission to serve an unexpired term ending July 2, 2024.

MOTION CARRIED:

4 ~ AYES: Short, Ryans, Kemper, Scalf
0 ~ NAYS: None
1 ~ ABSENT: Whitt

5. ADJOURNMENT.
Called @ 7:57 p.m.

CITY OF BLANCHARD, OKLAHOMA

Mayor

ATTEST: (City Seal)

City Clerk

**BLANCHARD MUNICIPAL
IMPROVEMENT AUTHORITY**

Chairman

ATTEST: (BMIA Seal)

Secretary



2



MINUTES

SPECIAL JOINT MEETING

CITY COUNCIL OF THE CITY OF BLANCHARD, OKLAHOMA AND THE
BOARD OF TRUSTEES OF THE BLANCHARD MUNICIPAL IMPROVEMENT
AUTHORITY

SPECIAL MEETING

7:30 P.M. MONDAY, OCTOBER 30, 2023

Municipal Court House, 300 N. Main, Blanchard, Oklahoma 73010

IN COMPLIANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, THE CITY COUNCIL OF THE CITY OF BLANCHARD, AS CALLED BY THE MAYOR AND THE TRUSTEES OF THE BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY AS CALLED BY THE BMIA CHAIRMAN ON THURSDAY, OCTOBER 26th WILL HOLD A JOINT SPECIAL MEETING ON MONDAY, OCTOBER 30, 2023, AT 7:30 P.M. TO ADDRESS ITEMS 3 AND 4 AS STATED IN THIS NOTICE AND AGENDA AND CONSISTING OF THE DISCUSSION, CONSIDERATION AND POSSIBLE APPROPRIATE ACTION ON THE FOLLOWING ITEMS:

1. CALL TO ORDER *by the Mayor and Chairman @ 7:33 p.m.*

2. ROLL CALL:

A. City Council;

Councilor Christina Short ~ Present

Councilor Ben Whitt ~ Absent

Councilor Albert Ryans ~ Present

Vice Mayor Chuck Kemper ~ Present

Mayor Michael Scalf ~ Present

4 ~ Present; 1 ~ Absent

B. BMIA Board of Trustees.

Trustee Christina Short ~ Present

Trustee Ben Whitt ~ Absent

Trustee Albert Ryans ~ Present

Vice Chairman Chuck Kemper ~ Present

Chairman Michael Scalf ~ Present

4 ~ Present; 1 ~ Absent

3. BMIA/CITY BUSINESS AGENDA:

- A. Discuss and vote on a motion to approve lease and/or lease/purchase Agreement with Riley Exploration for building located at 2008 N. Council Avenue, Blanchard (Documents by the City Attorney available at the meeting).

MOTION BY *Trustee Short* and SECOND BY *Trustee Ryans* ... to approve the Contract for Sale with Initial lease Term with a change to add “Right of First Refusal” as previously approved in the Offer.

MOTION CARRIED:

4 ~ AYES: *Short, Ryans, Kemper, Scalf*
0 ~ NAYS: *None*
1 ~ ABSENT: *Whitt*

MOTION BY *Vice Mayor Kemper* and SECOND BY *Councilor Ryans* ... to ratify the Contract for Sale with Initial lease Term with a change to add “Right of First Refusal” approval by the BMIA Board of Trustees.

MOTION CARRIED:

4 ~ AYES: *Short, Ryans, Kemper, Scalf*
0 ~ NAYS: *None*
1 ~ ABSENT: *Whitt*

4. CITY BUSINESS AGENDA.

- A. Discuss and vote on a motion to appoint Steven M Vancamp, 1202 Stone Drive, to serve an unexpired term on the Blanchard Planning Commission ending July 2, 2024.

MOTION BY *Vice Mayor Kemper* and SECOND BY *Councilor Ryans* ... to accept nomination and approve the appointment of Steven M. Vancamp Senior to the Blanchard Planning Commission to serve an unexpired term ending July 2, 2024.

MOTION CARRIED:

4 ~ AYES: *Short, Ryans, Kemper, Scalf*
0 ~ NAYS: *None*
1 ~ ABSENT: *Whitt*

5. ADJOURNMENT.
Called @ 7:57 p.m.

CITY OF BLANCHARD, OKLAHOMA

Mayor

ATTEST: *(City Seal)*

City Clerk

**BLANCHARD MUNICIPAL
IMPROVEMENT AUTHORITY**

Chairman

ATTEST: *(BMIA Seal)*

Secretary



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NARRATIVE

AGENDA: 11/14/2023
ITEM: Consent C (3)

CITY OF BLANCHARD

CLAIMS LIST

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$218,913.51
Emergency Management Fund	\$ -0-
Street Sales & Use Tax	\$ -0-
Municipal Court Fund	\$1,061.49
Capital Improvement Fund	\$ 1,645.62
Veterans Memorial Fund	\$ 7774.27
TIF Fund	\$ -0-
Insurance Fund	\$ -0-
TOTAL	\$229,394.95

RECOMMENDATION:

Acknowledge approval of the FYE2024 Claims as presented.

CLAIMS REPORT
 Check Range: 10/13/2023-11/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
AARON SHUPERT	VOLUNTEER FIRE FIGHTER STIPEND		49.30	319149	10/23/23
ACE HARDWARE	MISC SUPPLIES (OPEN PO)	36.34		319248	11/02/23
ACE HARDWARE	MIKE BRATCHER TOOLS	202.94		319249	11/02/23
ACE HARDWARE	MISC SUPPLIES (OPEN PO)	228.18		319250	11/02/23
ACE HARDWARE	MISC SUPPLIES (OPEN PO)	25.42		319251	11/02/23
ACE HARDWARE	MISC SUPPLIES (OPEN PO)	116.76	609.64	319252	11/02/23
AMERICAN FIDELITY ASSURANCE	FLEX SPENDING		1,225.01	319144	10/20/23
AMERICAN FIDELITY ASSURANCE	AFA LT DISABILI		1,741.42	319146	10/20/23
AFLAC	AFLAC HEALTH		39.00	319140	10/20/23
AMAZON CAPITAL SERVICES	TRAIN UNIFORM AND	443.16		10098615	10/25/23
AMAZON CAPITAL SERVICES	MISC SUPPLIES (OPEN PO)	1,637.98		10098616	10/25/23
AMAZON CAPITAL SERVICES	MISC SUPPLIES (OPEN PO)	33.99		10098631	10/27/23
AMAZON CAPITAL SERVICES	MISC SUPPLIES (OPEN PO)	179.00	2,294.13	10098643	11/02/23
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)		4,918.99	319202	10/27/23
AMERICAN WATERWORKS SUPPLY INC	NEW BUILDING WATERLINE		906.19	319253	11/02/23
BECKY BUSSEY	MILEAGE REIMBURSEMENT		23.31	319203	10/27/23
BLANCHARD BUILDING CENTER	MISC SUPPLIES (OPEN PO)		7.49	319204	10/27/23
BLANCHARD NEWS PUBLISHING	PUBLICATIONS & ADVERTISING	32.50		319205	10/27/23
BLANCHARD NEWS PUBLISHING	PUBLICATIONS & ADVERTISING	22.30		319206	10/27/23
BLANCHARD NEWS PUBLISHING	PUBLICATIONS & ADVERTISING	25.75		319207	10/27/23
BLANCHARD NEWS PUBLISHING	PUBLICATIONS & ADVERTISING	109.15		319208	10/27/23
BLANCHARD NEWS PUBLISHING	PUBLICATIONS & ADVERTISING	22.75	212.45	319254	11/02/23
BOB USRY & SONS, INC	EMERGENCY PLUMBING ISSUE		382.00	319209	10/27/23
BRYCE MILLIGAN	VOLUNTEER FIRE FIGHTER STIPEND		117.01	319150	10/23/23
BUZZ CONSULTING COMPANY	TECH SUPPORT (OPEN PO)	92.50		319255	11/02/23
BUZZ CONSULTING COMPANY	BACKUP SERVICES (OPEN PO)	175.00	267.50	319256	11/02/23
C.O.P.S. PRODUCTS LLC	NEW HIRE EQUIPMENT AND UNIFORM		264.15	319257	11/02/23
CALEB CHATHAM	VOLUNTEER FIRE FIGHTER STIPEND		308.96	319151	10/23/23
CALLIE HACKER	VOLUNTEER FIRE FIGHTER STIPEND		220.93	319152	10/23/23
CB&T CUST IRA	CB&T CUST IRA		300.00	319247	11/03/23
CHAYCE ST. JOHN	VOLUNTEER FIRE FIGHTER STIPEND		258.43	319153	10/23/23
CHRISTA PYBAS	REIMBURSEMENT FOR MILEAGE		94.97	319154	10/23/23
CITY OF BLANCHARD INS FUND	HEALTH INSURANC		1,496.90	319147	10/20/23
CLARK'S HOME REPAIR AND ROOFIN	BUILDING REPAIR FOR THE PD		3,386.00	319258	11/02/23
CORNER COPY & PRINTING, LLC	TRUCK DECALS FORD AND CHEVY	500.00		319155	10/23/23
CORNER COPY & PRINTING, LLC	ENVELOPES	700.00		319210	10/27/23
CORNER COPY & PRINTING, LLC	UNIFORMS, T-SHIRTS FOR STAFF	101.25	1,301.25	319211	10/27/23
CRAWFORD & ASSOCIATES	ACCOUNTING SERVICES (OPEN PO)		4,225.00	319212	10/27/23
D&D TRUCK SALES INC	2008 WHITE FORD BUCKET TRUCK	250.00		319213	10/27/23
D&D TRUCK SALES INC	TOW 2006 F-250	190.00	440.00	319259	11/02/23
DARCY DARLING	VOLUNTEER FIRE FIGHTER STIPEND		37.59	319156	10/23/23
DELTA PUBLIC TRANSIT	MONTHLY SUPPORT (OPEN PO)		1,500.00	319157	10/23/23
DOLESE BROS. CO.	CONCRETE (ROCKWELL)		1,129.00	319158	10/23/23
DON'S MOBILE LOCK SHOP	FIX BACK DOOR AT COURT HOUSE		125.00	319260	11/02/23
DUSTIN A DOWNEY	TRAVEL AND TRAINING		58.82	319159	10/23/23
DYLAN SMITH	VOLUNTEER FIRE FIGHTER STIPEND		115.17	319160	10/23/23
EDWARDS ENTERPRISES	PORT-A-POTTY RENTAL (OPEN PO)		800.00	319261	11/02/23
EVCO SERVICE CO INC.	CYLINDER REPAIR GRADER		150.00	319161	10/23/23
EXPRESS DRYWALL LLC	REFUND INSPECTION DEPOSIT		100.00	319262	11/02/23
EXPRESS TIRE	TIRES FOR WELDING TRUCK		1,070.40	319162	10/23/23
FIREFIGHTERS PENSION & RETIREM	FIRE PENSION	1,350.67		319143	10/20/23
FIREFIGHTERS PENSION & RETIREM	FIRE PENSION	1,366.58	2,717.25	319243	11/03/23
FIRST NATIONAL BANK & TRUST CO	100003341 (\$184.39) EAST	184.39		319196	10/27/23

CLAIMS REPORT
Check Range: 10/13/2023-11/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
FIRST NATIONAL BANK & TRUST CO	LOAN PMT. 1000003044 (\$679.59)	679.59	319197	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT. 1000002681 (\$746.22)	746.22	319198	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT. 1000002640 (\$1353.21)	1,353.21	319199	10/27/23	
FIRST NATIONAL BANK & TRUST CO	CODE TRUCK 1001057352	870.72	319200	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1000002640 (\$2686.21)	2,686.21	319201	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1001055598 (\$1257.47)	1,257.47	319214	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1000003119 (\$232.02)	232.02	319215	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1000000545 (\$1128.85)	1,128.85	319216	10/27/23	
FIRST NATIONAL BANK & TRUST CO	100003317 (\$183.64) BRUSH	183.64	319217	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1000002947 (\$1075.16)	1,075.16	319218	10/27/23	
FIRST NATIONAL BANK & TRUST CO	100003325 (\$807.52) 2023	807.52	319219	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT. 1001063484 (\$1248.76)	1,248.76	319220	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT. 1001060175 (\$7111.6)	711.16	319221	10/27/23	
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1001055595 (\$1313.87)	1,313.87	14,478.79	319222	10/27/23
FOSTERS WEED CONTROL LLC	SPRAY WEEDS ON SIDEWALKS	300.00	319163	10/23/23	
FRATERNAL ORDER OF POLICE	POLICE DUES	300.00	319142	10/20/23	
FUELMAN	FUEL PURCHASES (OPEN PO)	3,435.91	10098635	10/31/23	
FUELMAN	FUEL PURCHASES (OPEN PO)	3,432.92	10098636	10/31/23	
FUELMAN	FUEL PURCHASES (OPEN PO)	3,435.92	10098637	10/31/23	
FUELMAN	FUEL PURCHASES (OPEN PO)	3,435.92	10098638	10/31/23	
FUELMAN	FUEL PURCHASES (OPEN PO)	3,435.92	17,176.59	10098639	10/31/23
GREG PEERY	CROSSFIRE BAND FOR MUFFLERS	300.00	319223	10/27/23	
GWORKS	ANNUAL LICENSE AND SUPPORT	10,000.00	319164	10/23/23	
THE HARTFORD GROUP BENEFITS	HARTFORD LIFE	46.49	319244	11/03/23	
HASKELL LEMON CONSTR. CO.	HOT MIX ASPHALT 10TH ST	360.00	319224	10/27/23	
HAWKINS PEST CONTROL	SPRAY FIRE 1 AND FIRE 2 FOR	475.00	319263	11/02/23	
HAYDEN WILKES	MILEAGE FOR TRAINING	58.82	319165	10/23/23	
HCH SPRAY FOAM & COATING INC	SPRAY INSULATE NEW PARKS	5,300.00	319225	10/27/23	
HUNTER BREECE	VOLUNTEER FIRE FIGHTER STIPEND	297.66	319166	10/23/23	
HUNTER DUBOIS	VOLUNTEER FIRE FIGHTER STIPEND	350.57	319167	10/23/23	
IDEAL HOMES	REFUND INSPECTION DEPOSIT	100.00	319226	10/27/23	
INTERNAL REVENUE SERVICE	FED/FICA TAX	16,396.21	10098613	10/20/23	
INTERNAL REVENUE SERVICE	FED/FICA TAX	61.20	10098630	10/26/23	
INTERNAL REVENUE SERVICE	FED/FICA TAX	16,539.70	32,997.11	10098641	11/03/23
ISHRAEL WORDLAW	VOLUNTEER FIRE FIGHTER STIPEND	234.94	319168	10/23/23	
JACKSON GREENWOOD	VOLUNTEER FIRE FIGHTER STIPEND	378.70	319169	10/23/23	
JAKE REID	VOLUNTEER FIRE FIGHTER STIPEND	193.60	319170	10/23/23	
JAMES A CHALENDER	MEAL REIMBURMENT- CLASS IN	62.42	319264	11/02/23	
JAMES CURLISS	VOLUNTEER FIRE FIGHTER STIPEND	61.83	319171	10/23/23	
JAN-PRO	CLEANING SERVICES @ LIBRARY	5,760.00	319172	10/23/23	
JERRY WOLF	REFUND INSPECTION DEPOSIT	100.00	319265	11/02/23	
JUST RIGHT AUTO LLC	WINDOW TINT (23-001) TAHOE	400.00	319173	10/23/23	
KAMDEN SMITH	VOLUNTEER FIRE FIGHTER STIPEND	276.41	319174	10/23/23	
KATIE TSOTADDLE	MILEAGE TO TUTTLE CITY HALL	26.46	319175	10/23/23	
KEELER CUSTOM HOMES	REFUND INSPECTION DEPOSIT	100.00	319227	10/27/23	
KRISTA BROWN	VOLUNTEER FIRE FIGHTER STIPEND	735.95	319176	10/23/23	
KYLE PARASICH	VOLUNTEER FIRE FIGHTER STIPEND	25.47	319177	10/23/23	
BRIAN LASATER	VOLUNTEER FIRE FIGHTER STIPEND	6.47	319178	10/23/23	
LEXIPOL LLC	FIRE RESCUE 1 ACADEMY SUB.	3,528.00	319228	10/27/23	
LOGAN COUNTY ASPHALT	COLD PATCH	3,327.09	319179	10/23/23	
LWM	REPLACEMENT FRONT BUMPER AND	3,594.00	319266	11/02/23	
MARTY BRATCHER	MEAL REIMBURSEMENT-CLASS IN	61.86	319267	11/02/23	
MICHAEL DOMER	VOLUNTEER FIRE FIGHTER STIPEND	6.47	319180	10/23/23	
MIDSTATE TRAFFIC CONTROL INC	4 SOLAR SCHOOL ZONE	32,484.00	319268	11/02/23	

CLAIMS REPORT
 Check Range: 10/13/2023-11/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MIKE BRATCHER	MEAL REIMBURSEMENT- CLASS IN		62.72	319269	11/02/23
MIRAMAR CONSTRUCTION	REFUND INSPECTION DEPOSIT		100.00	319229	10/27/23
MOSQUITO JOE OF OKC	SPRAYING AT PARK		245.00	319181	10/23/23
NATIONWIDE RETIREMENT	RETIREMENT 401a	2,870.37		319141	10/20/23
NATIONWIDE RETIREMENT	RETIREMENT 401a	2,803.39	5,673.76	319242	11/03/23
NEIL KEENAN	VOLUNTEER FIRE FIGHTER STIPEND		118.32	319182	10/23/23
OAKLEE JAMIE	VOLUNTEER FIRE FIGHTER STIPEND		141.07	319183	10/23/23
OCSR	CHILD SUPPORT	143.03		319148	10/20/23
OCSR	CHILD SUPPORT	143.03	286.06	319245	11/03/23
OKLAHOMA DEPT OF PUBLIC SAFETY	OLETS USER FEES (OPEN PO)		780.00	319184	10/23/23
OK MUNICIPLAL MGMT SERVICE	ANNUAL MEMBERSHIP (OPEN PO)		2,000.00	319237	10/31/23
OK UNIFORM BLDG CODE	PERMIT FEES- NEW CONSTRUCTION		60.00	319185	10/23/23
OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES (OPEN PO)	1,299.51		10098617	10/25/23
OKLAHOMA ELECTRIC COOPERATIVE	4TH OF JULY TEMP POLE	31.00	1,330.51	10098618	10/25/23
OKLAHOMA NATURAL GAS	GAS SERVICES (OPEN PO)		656.32	10098619	10/25/23
OKLAHOMA POLICE PENSION	POLICE PENSION	2,957.69		10098614	10/20/23
OKLAHOMA POLICE PENSION	POLICE PENSION	3,153.14	6,110.83	10098642	11/03/23
OKLAHOMA TAX COMMISSION	STATE TAX	2,452.27		10098612	10/20/23
OKLAHOMA TAX COMMISSION	STATE TAX	2,465.27	4,917.54	10098640	11/03/23
PATRIOT GARAGE DOOR LLC	REPAIR TO MALFUNCTIONING		2,008.00	319270	11/02/23
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	360.60		319139	10/20/23
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	360.60	721.20	319241	11/03/23
PERRYMAN & PERRYMAN, LLP	LEGAL SERVICES		8,568.00	319186	10/23/23
PIONEER SECURITY SYSTEMS	TELEPHONE/INTERNET (PD)	381.75		10098623	10/25/23
PIONEER SECURITY SYSTEMS	SECURITY SERVICES (OPEN PO)	69.90	451.65	10098625	10/25/23
PIONEER	TELEPHONE / INTERNET (CH)		844.95	10098622	10/25/23
PIONEER	TELEPHONE/ INTERNET (COMMUN.)		153.32	10098621	10/25/23
PIONEER	TELEPHONE/ INTERNET (FIRE)		1,463.37	10098632	10/27/23
PIONEER	TELEPHONE / INTERNET (LIBRARY)		308.21	10098624	10/25/23
QUADIENT LEASING USA, INC.	POSTAGE FOR METER (OPEN PO)		500.00	10098620	10/25/23
QUICK WRENCH	OIL CHANGE ON CODE INSPECTION		89.96	319187	10/23/23
REBECCA BINGMAN	REFUND INSPECTION DEPOSIT		100.00	319230	10/27/23
RICK BROWN	VOLUNTEER FIRE FIGHTER STIPEND		567.01	319188	10/23/23
RILEY EXPLORATION	NOVEMBER LEASE		3,782.00	319236	10/31/23
ROBERT L FLOYD	CAR ALLOWANCE (OPEN PO)		400.00	319271	11/02/23
ROCKING R RESOURCES LLC	PARKS CAR WASH	9.00		319231	10/27/23
ROCKING R RESOURCES LLC	POLICE CAR WASH	243.00		319232	10/27/23
ROCKING R RESOURCES LLC	STREETS CAR WASH	59.40	311.40	319233	10/27/23
SAM'S CLUB DIRECT	MISC SUPPLIES (OPEN PO)	28.04		10098626	10/25/23
SAM'S CLUB DIRECT	MISC SUPPLIES (OPEN PO)	59.92		10098627	10/25/23
SAM'S CLUB DIRECT	MISC SUPPLIES (OPEN PO)	225.84		10098628	10/25/23
SAM'S CLUB DIRECT	HALLOWEEN CANDY	276.64		10098629	10/25/23
SAM'S CLUB DIRECT	MISC SUPPLIES (OPEN PO)	258.23		10098633	10/27/23
SAM'S CLUB DIRECT	HALLOWEEN CANDY (FIRE)	682.08	1,530.75	10098634	10/27/23
SIGN IT UP	DECALS FOR MAINTENANCE SERVICE	990.00		319272	11/02/23
SIGN IT UP	DECALS FOR COMMAND 3, FIRE	950.00	1,940.00	319273	11/02/23
SPENCER'S GROCERY	MISC SUPPLIES (OPEN PO)		49.73	319274	11/02/23
STOLZ TELECOM LLC	INSTALL RADIO AND ANNTENA	208.89		319189	10/23/23
STOLZ TELECOM LLC	INSTALL ANNTENA AND RADIO	414.17	623.06	319275	11/02/23
STU HOLDING	VOLUNTEER FIRE FIGHTER STIPEND		33.19	319190	10/23/23
SULLEY AND SISSON LLC	BAND FOR WAM FESTIVAL		400.00	319276	11/02/23
SUPERIOR SERVICES & SUPPLY	TRAINS SERVICE & REPAIR		1,503.92	319234	10/27/23
TEXAS LIFE	TEXAS LIFE		173.32	319246	11/03/23
THE COTTAGE ON MAIN	PAYMENT FOR LIGHTED GIVE-A-WAY		185.00	319191	10/23/23

CLAIMS REPORT
 Check Range: 10/13/2023-11/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TIMOTHY ERICKSON	VOLUNTEER FIRE FIGHTER STIPEND		1,391.82	319192	10/23/23
TOSHIBA FINANCIAL SERVICE	POLICE COPIER LEASE (OPEN PO)	274.87		319277	11/02/23
TOSHIBA FINANCIAL SERVICE	FIRE COPIER LEASE	274.87		319278	11/02/23
TOSHIBA FINANCIAL SERVICE	DISPATCH COPIER LEASE	274.87	824.61	319279	11/02/23
TRAVIS REID	VOLUNTEER FIRE FIGHTER STIPEND		24.24	319193	10/23/23
TRENT SLATTERY	VOLUNTEER FIRE FIGHTER STIPEND		37.92	319194	10/23/23
TRI-CITY TRACTORS, LLC	BAD BOY PARTS		131.99	319235	10/27/23
TYLER STEPHENS	VOLUNTEER FIRE FIGHTER STIPEND		6.06	319195	10/23/23
VERIZON WIRELESS	CELL PHONE SERVICE (OPEN PO)		508.80	10098644	11/02/23

	105 GENERAL TOTAL		218,913.57		

CLAIMS REPORT
Check Range: 10/13/2023-11/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MUNICIPAL COURT					
CLEET	OCT 2023 CLEET FEES	357.12	2443	11/02/23	
OKLAHOMA BUREAU OF NARCOTICS	DRUG EDUCATION FEES	10.00	2444	11/02/23	
OSBI-AFIS FEES	OCT 2023 AFIS FEES	357.12	2445	11/02/23	
OSBI-FORENSIC FEES	OCT/ 2023 FORENSIC FEES	337.25	2446	11/02/23	

	305 MUNICIPAL COURT TOTAL	1,061.49			

CLAIMS REPORT
Check Range: 10/13/2023-11/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CAPITAL IMPROVEMENT					
SAMSARA	ANNUAL FEE FOR GPS	916.32	1171		10/27/23
VERIZON WIRELESS	MOBILE BROADBAND (POLICE CARS)	729.30	21116035		11/02/23

705	CAPITAL IMPROVEMENT TOTAL	1,645.62			

CLAIMS REPORT
 Check Range: 10/13/2023-11/06/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
VETERANS MEMORIAL					
ACE HARDWARE	MISC SUPPLIES		90.21	1086	11/02/23
ANTONIO JESUS ALAMO	CAP STONE	2,000.00		1087	11/02/23
ANTONIO JESUS ALAMO	CAP STONE	2,000.00	4,000.00	1088	11/02/23
BEST BLOCK, LLC	SOLID BBB MWTIWR		39.10	1083	10/27/23
BLANCHARD BUILDING CENTER	MISC SUPPLIES		224.44	1084	10/27/23
CITY OF BLANCHARD	POKER RUN CASH PRIZE		1,000.00	1080	10/19/23
DE VINCI PRECAST	CAST STONE		750.00	1081	10/23/23
DOLESE BROS. CO.	MISC MATERIALS		739.65	1085	10/27/23
EDWARDS ENTERPRISES	PORT-A-POTTY RENTAL VETERANS		125.00	1089	11/02/23
MICHAEL SCALF	REIMBURSEMENT- SSI SUPPLIES		644.42	1082	10/23/23
SAM'S CLUB DIRECT	VETERANS MEMORIAL POKER RUN		161.45	22069003	10/25/23
	715 VETERANS MEMORIAL TOTAL		7,774.27		



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Monthly Payroll - OCT/NOV 2023

of Payrolls: 2

	Payroll 1 10/20/2023	Payroll 2 11/3/2023	Total (month)
General Admin(5)	26,021.36	25,849.29	51,870.65
Emergency Mgmt (10)	8,554.58	8,473.41	17,027.99
Police(12)	18,296.26	18,850.98	37,147.24
Street and Alley(13)	9,725.26	10,312.61	20,037.87
Fire(14)	9,026.74	9,669.75	18,696.49
Nutrition (17)	1,919.00	1,919.00	3,838.00
Parks(18)	5,377.19	5,157.84	10,535.03
Total City Salary	78,920.39	80,232.88	159,153.27
General Admin(5)	3,105.95	3,378.99	6,484.94
Emergency Mgmt (10)	1,009.30	948.78	1,958.08
Police(12)	3,218.49	3,381.92	6,600.41
Street and Alley(13)	1,172.53	1,222.73	2,395.26
Fire(14)	1,303.56	1,361.27	2,664.83
Nutrition (17)	220.14	220.14	440.28
Parks(18)	634.24	610.72	1,244.96
Total City Fringe Benefits	10,664.21	11,124.55	21,788.76
TOTAL SALARY AND FB	89,584.60	91,357.43	180,942.03



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CITY OF BLANCHARD

Monthly Sales Tax	BUDGET	REC'D	+/-	BUDGET
Transfers	FYE 24	FYE 24	FYE 24	PERCENT
01. July 2023	266,045.20	283,635.59	17,590.39	106.61%
02. August 2023	266,045.20	354,422.72	88,377.52	133.22%
03. September 2023	266,045.20	289,862.16	23,816.96	108.95%
04. October 2023	266,045.20	332,742.54	66,697.34	125.07%
05. November 2023	266,045.20	306,667.46	40,622.26	115.27%
06. December 2023	0.00	0.00	0.00	0.00%
07. January 2024	0.00	0.00	0.00	0.00%
08. February 2024	0.00	0.00	0.00	0.00%
09. March 2024	0.00	0.00	0.00	0.00%
10. April 2024	0.00	0.00	0.00	0.00%
11. May 2024	0.00	0.00	0.00	0.00%
12. June 2024	0.00	0.00	0.00	0.00%
FISCAL YEAR TOTAL	1,330,226.00	1,567,330.47	237,104.47	117.82%
MONTHLY AVERAGE TOTAL	266,045.20	313,466.09	47,420.89	117.82%
	5.00	5.00	5.00	5.00

Summarization

CITY OF BLANCHARD				
Dedicated Sales Tax Fund	BUDGET	REC'D	BALANCE	BUDGET
Sales Tax (100% of 1c*)	FYE 24	FYE 24	FYE 24	PERCENT
01. July 2023	87,555.20	92,931.78	5,376.58	106.14%
02. August 2023	87,555.20	119,243.54	31,688.34	136.19%
03. September 2023	87,555.20	93,636.94	6,081.74	106.95%
04. October 2023	87,555.20	108,719.55	21,164.35	124.17%
05. November 2023	87,555.20	99,938.74	12,383.54	114.14%
06. December 2023	0.00	0.00	0.00	0.00%
07. January 2024	0.00	0.00	0.00	0.00%
08. February 2024	0.00	0.00	0.00	0.00%
09. March 2024	0.00	0.00	0.00	0.00%
10. April 2024	0.00	0.00	0.00	0.00%
11. May 2024	0.00	0.00	0.00	0.00%
12. June 2024	0.00	0.00	0.00	0.00%
FISCAL YEAR TOTAL	437,776.00	514,470.55	76,694.55	117.52%
MONTHLY AVERAGE TOTAL	87,555.20	102,894.11	15,338.91	117.52%
	5.00	5.00	5.00	5.00

Table 1

CITY OF BLANCHARD				
Street n Alley Fund	BUDGET	REC'D	BALANCE	BUDGET
Sales Tax (75% of 1c)	FYE 24	FYE 24	FYE 24	PERCENT
01. July 2023	65,666.40	69,698.83	4,032.43	106.14%
02. August 2023	65,666.40	89,432.66	23,766.26	136.19%
03. September 2023	65,666.40	70,227.71	4,561.31	106.95%
04. October 2023	65,666.40	81,539.66	15,873.26	124.17%
05. November 2023	65,666.40	74,954.06	9,287.66	114.14%
06. December 2023	0.00	0.00	0.00	0.00%
07. January 2024	0.00	0.00	0.00	0.00%
08. February 2024	0.00	0.00	0.00	0.00%
09. March 2024	0.00	0.00	0.00	0.00%
10. April 2024	0.00	0.00	0.00	0.00%
11. May 2024	0.00	0.00	0.00	0.00%
12. June 2024	0.00	0.00	0.00	0.00%
FISCAL YEAR TOTAL	328,332.00	385,852.92	57,520.92	117.52%
MONTHLY AVERAGE TOTAL	65,666.40	77,170.58	11,504.18	117.52%
	5.00	5.00	5.00	5.00

Table 2

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|

CITY OF BLANCHARD

Road Improvements Sales/Use Tax (1c)	BUDGET FYE 24	REC'D FYE 24	BALANCE FYE 24	BUDGET PERCENT
01. July 2023	112,823.60	121,004.98	8,181.38	107.25%
02. August 2023	112,823.60	145,746.52	32,922.92	129.18%
03. September 2023	112,823.60	125,997.51	13,173.91	111.68%
04. October 2023	112,823.60	142,483.32	29,659.72	126.29%
05. November 2023	112,823.60	131,774.66	18,951.06	116.80%
06. December 2023	0.00	0.00	0.00	0.00%
07. January 2024	0.00	0.00	0.00	0.00%
08. February 2024	0.00	0.00	0.00	0.00%
09. March 2024	0.00	0.00	0.00	0.00%
10. April 2024	0.00	0.00	0.00	0.00%
11. May 2024	0.00	0.00	0.00	0.00%
12. June 2024	0.00	0.00	0.00	0.00%
FISCAL YEAR TOTAL	564,118.00	667,007.00	102,889.00	118.24%
MONTHLY AVERAGE TOTAL	112,823.60	133,401.40	20,577.80	118.24%
	5.00	5.00	5.00	5.00

Table 3



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CITY OF BLANCHARD
CITY MONTHLY TREASURY REPORT
For the Month Oct 1, 2023 to Oct 31, 2023
These are unaudited numbers

CODE	DESCRIPTION	BEGINNING BANK BALANCE	DEPOSITS	WITHDRAWALS	INTEREST PAID	SERVICE FEES	ENDING BANK BALANCE	Outstanding Checks	Deposits In Transit	Balance per General Ledger	Liability Oil/Gas	Total After Liability	Number of Checks Issued
	GENERAL FUND												
1	105-01-1110/1109	\$ 2,136,729.12	728,432.37	657,500.70	1,384.30	48.00	2,208,997.09	(70,868.62)	50.00	2,138,178.47		\$ 2,138,178.47	154
	Tourism Fund - Gen 105-01-1100	\$ 50.00	175.00	17.28	-	-	207.72			207.72		\$ 207.72	
	Street Alley 105-01-1103	\$ 1,437,008.92	89,480.70	48,169.72	-	-	1,478,319.90			1,478,319.90	329,503.04	\$ 1,807,822.94	
	Street Alley Reserve 105-01-1102	\$ 42,312.70	-	-	-	-	42,312.70			42,312.70		\$ 42,312.70	
	Use Tax Reserve 105-01-1101	\$ 154,143.54	-	-	-	-	154,143.54			154,143.54		\$ 154,143.54	
	Nutrition 105-01-1107	\$ 18,289.58	1,299.00	4,715.66	-	-	14,872.92			14,872.92		\$ 14,872.92	
	Emergency Management Reserve 115-01-1110	\$ 1,548,717.47	-	-	526.14	-	1,549,243.61			1,549,243.61		\$ 1,549,243.61	
11	COURT BONDS DEPOSIT / GF MUNICIPAL COURT BOND	\$ 50,888.09	10,872.70	1,897.35	19.25	-	59,882.69		859.00	60,741.69		\$ 60,741.69	4
	GENERAL FUND (RESERVE) (FNB-5 (NEW) 105-01-1144	\$ 915,644.38	-	-	812.67	-	916,457.05			916,457.05		\$ 916,457.05	
	GENERAL FUND (RESERVE) (FNB-7 (OLD) 105-01-1145	\$ 50,646.31	-	-	45.08	-	50,691.39			50,691.39		\$ 50,691.39	
	GENERAL FUND (RESERVE) (Liberty) 105-01-1142	\$ 95,584.71	-	-	41.90	-	95,626.61			95,626.61		\$ 95,626.61	
	TECHNOLOGY FUND 17 705-01-1118	\$ 15,023.45	-	916.32	9.81	-	14,116.94			14,116.94		\$ 14,116.94	
	Impoundment Fees Fund 17 705-01-1112	\$ 14,707.89	400.00	1,457.22	-	-	13,650.67			13,650.67		\$ 13,650.67	
14	Siren Fund 705-01-1115	\$ 26,921.23	-	-	12.59	-	26,933.82			26,933.82		\$ 26,933.82	
	Park Dedication Fee 14 705-01-1119	\$ 10,132.72	-	-	-	-	10,132.72			10,132.72		\$ 10,132.72	
25	BLANCHARD INSURANCE FUND 905-01-1110	\$ 434,143.89	7,598.34	135,788.71	125.40	-	306,078.92			306,078.92		\$ 306,078.92	4
26	Blanchard TIF Fund 805-01-1110	\$ 583,291.38	-	-	198.16	-	583,489.54			583,489.54		\$ 583,489.54	
	CITY Subtotal:	\$ 7,534,235.38	\$ 838,258.11	\$ 850,462.96	\$ 3,175.30	\$ 48.00	\$ 7,525,157.83			\$ 7,455,198.21		\$ 7,784,701.25	



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OCTOBER DONATIONS

Donated by Red Dirt Jeep Club

10 Bottles bleach

16 Rolls Paper Towels

3 bottles laundry detergent

1 Gallon Dawn soap

3 bottles disinfectant

200 13 Gallon trash bags

286 lbs dry dog food

36 lbs dry cat food

Wet cat food

Dog treats

Dog toys

104 lbs cat litter



8





CONSENT REMOVAL





PUBLIC COMMENTS





COUNCIL - STAFF COMMENTS





EXECUTIVE SESSION





FURTHER INFO





1





SALES TAX



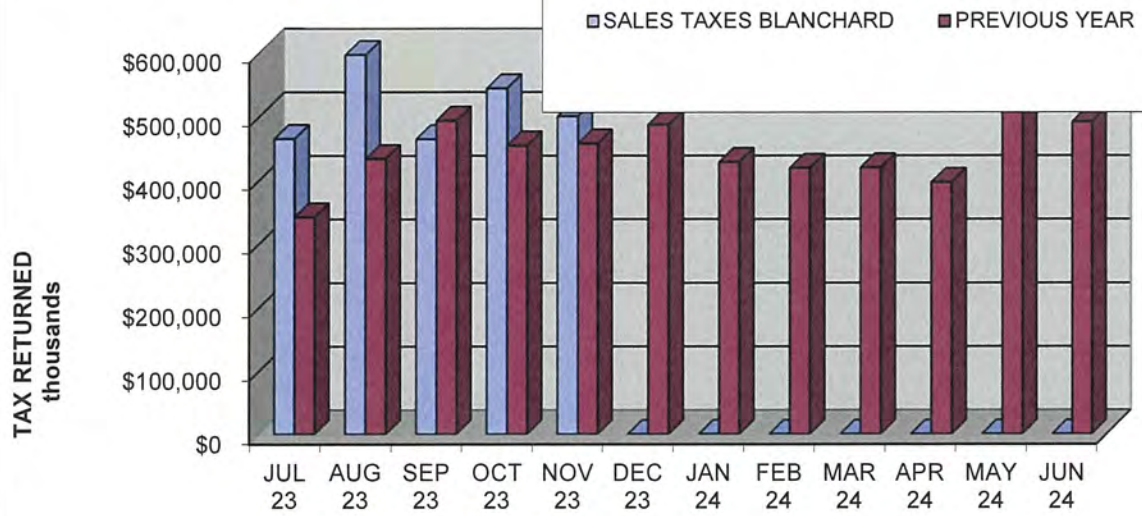
BLANCHARD

RECORD OF SALES TAXES RETURNED TO ENTITY Raw data from Oklahoma Tax Commission reports

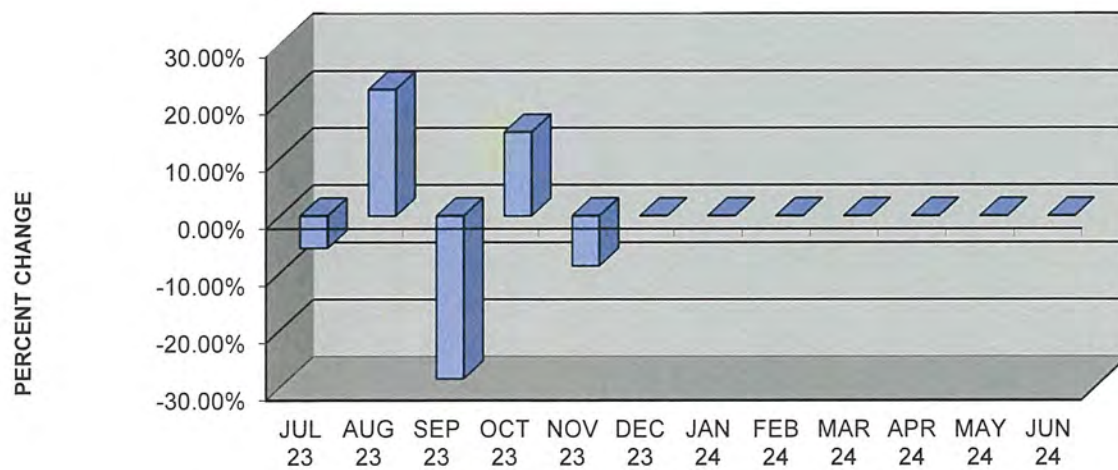
MONTH	AMOUNT	% CHANGE FROM		SAME MO. CHANGE FROM	
		RATE	PREV. MO.	PREV. YR.	PREV. YR.
JUL 23	\$464,658.68	5.0000	-5.65%	\$341,433.27	36.09%
AUG 23	\$596,217.70	5.0000	22.07%	\$433,295.74	37.60%
SEP 23	\$464,184.72	5.0000	-28.44%	\$493,098.78	-5.86%
OCT 23	\$543,597.76	5.0000	14.61%	\$454,007.33	19.73%
NOV 23	\$499,693.71	5.0000	-8.79%	\$457,106.95	9.32%
DEC 23	\$0.00	5.0000		\$487,024.24	
JAN 24	\$0.00	5.0000		\$428,008.18	
FEB 24	\$0.00	5.0000		\$418,590.93	
MAR 24	\$0.00	5.0000		\$419,223.15	
APR 24	\$0.00	5.0000		\$396,177.21	
MAY 24	\$0.00	5.0000		\$556,977.55	
JUN 24	\$0.00	5.0000		\$490,919.01	
YTD TOT.	\$2,568,352.57			\$2,178,942.07	17.87%

YEAR	AMOUNT	MO. @ CHANGE FROM	
		RATE	PREV. YR.
FYE 23	5,375,872	11-5	41.94%
FYE 22	3,787,362	12-4	10.35%
FYE 21	3,432,206	12-4	16.50%
FYE 20	2,946,191	12-4	-8.22%
FYE 19	3,210,203	12-4	17.58%
FYE 18	2,730,209	12-4	12.47%
FYE 17	2,427,525	12-4	13.25%
FYE 16	2,143,534	12-4	-0.91%
FYE 15	2,163,145	12-4	3.21%
FYE 14	2,095,965	12-4	10.85%
FYE 13	1,890,858	12-4	-5.58%
FYE 12	2,002,629	12-4	-21.34%
FYE 11	2,545,885	12-4	6.89%
FYE 10	2,381,831	12-4	-0.85%
FYE 09	2,402,284	12-4	3.91%
FYE 08	2,311,797	12-4	5.54%
FYE 07	2,190,525	11-4	10.49%
FYE 06	1,982,473	5-3	-4.48%
FYE 05	2,075,502	12-4	7.02%
FYE 04	1,939,271	12-4	17.79%
FYE 03	1,646,323	12-4	0.26%
FYE 02	1,642,131	12-4	6.17%
FYE 01	1,546,679	12-4	-16.64%
FYE 00	1,855,347	11-5	23.11%
FYE 99	1,507,021	5-5	12.03%
FYE 98	1,345,224	12-4	2.56%
FYE 97	1,311,588	12-4	3.35%
FYE 96	1,269,019	12-4	31.32%
FYE 95	966,365	1-4	4.98%
FYE 94	920,506	12-3	6.40%
FYE 93	865,175	12-3	4.18%
FYE 92	830,461	12-3	2.23%

SALES TAX RETURNED



PERCENT CHANGE IN SALES TAX REVENUE





USE TAX



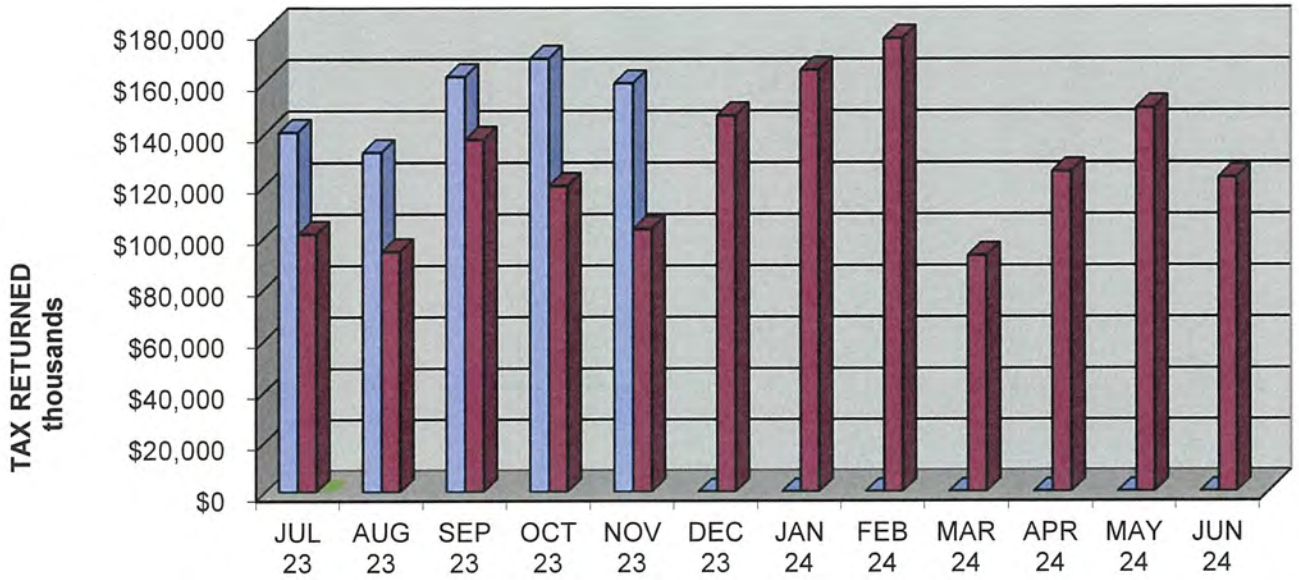
BLANCHARD

RECORD OF USE TAXES RETURNED TO ENTITY Raw data from Oklahoma Tax Commission reports

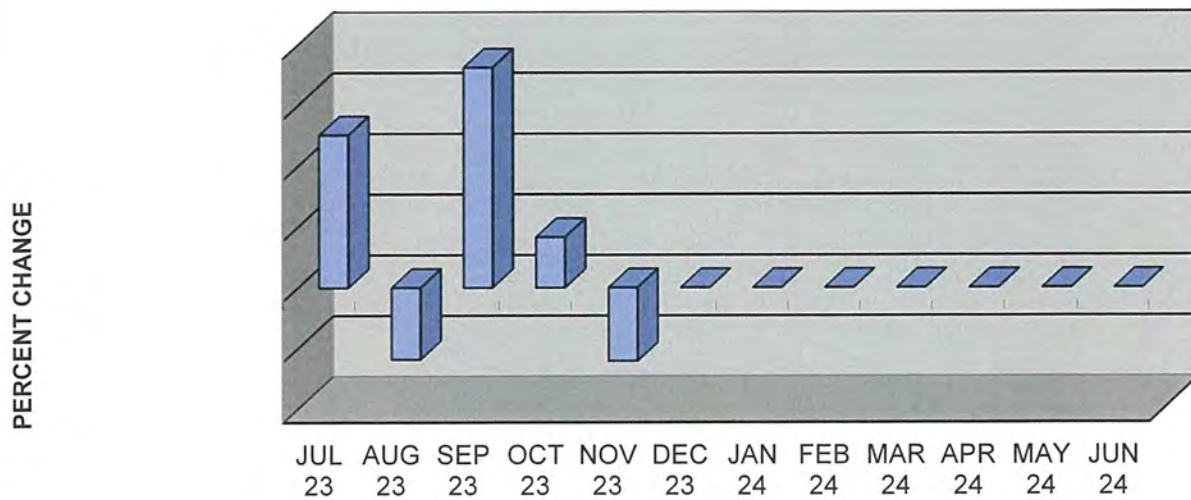
MONTH	AMOUNT	% CHANGE FROM		SAME MO. CHANGE FROM	
		RATE	PREV. MO.	PREV. YR.	PREV. YR.
JUL 23	\$140,366.02	4.0000	12.56%	\$100,869.95	39.16%
AUG 23	\$132,514.92	5.0000	-5.92%	\$94,050.49	40.90%
SEP 23	\$161,802.84	5.0000	18.10%	\$137,513.39	17.66%
OCT 23	\$168,818.86	5.0000	4.16%	\$119,613.15	41.14%
NOV 23	\$159,179.00	5.0000	-6.06%	\$102,787.23	54.86%
DEC 23	\$0.00	5.0000		\$146,676.03	
JAN 24	\$0.00	5.0000		\$164,384.56	
FEB 24	\$0.00	5.0000		\$176,627.17	
MAR 24	\$0.00	5.0000		\$92,405.76	
APR 24	\$0.00	5.0000		\$125,133.07	
MAY 24	\$0.00	5.0000		\$149,609.41	
JUN 24	\$0.00	5.0000		\$122,742.72	
YTD TOT.	\$762,681.64			\$554,834.21	37.46%

YEAR	AMOUNT	MO. @ % CHNGE FROM	
		RATE	PREV. YR.
FYE 23	1,532,413	10.5	32.93%
FYE 22	1,152,785	12-4	1.95%
FYE 21	1,130,756	12-4	-8.92%
FYE 20	1,241,530	12-4	26.33%
FYE 19	982,748	12-4	150.26%
FYE 18	392,687	12-4	50.97%
FYE 17	260,111	12-4	10.13%
FYE 16	236,187	12-4	32.86%
FYE 15	177,771	12-4	18.59%
FYE 14	149,908	12-4	16.10%
FYE 13	129,116	12-4	16.92%
FYE 12	110,426	12-4	
FYE 11	0	12-4	
FYE 10	0	12-4	

USE TAX RETURNED



PERCENT CHANGE IN USE TAX REVENUE





2



BETA

2023

Members	Jan	2/6	Mar	4/3	4/20	May	6/5	July	8/7	Sep	10/2	Nov	12/4	4-mos	Overall
Erhardt, T	0	P	0	0	P	0	P	0	0	0	P	0		100%	100%
Heefner, J	0	P	0	0	A	0	P	0	0	0	P	0		100%	75%
Lister, J	0	P	0	0	P	0	P	0	0	0	P	0		100%	100%
Scalf, M	0	P	0	0	P	0	P	0	0	0	P	0		100%	100%
Odle, E	0	P	0	0	P										100%
Kemper, C														100%	100%
Green, K	0	P	0	0	A	0	P	0	0	0	P	0		100%	75%
McKane, M	0	P	0	0	A	0	P	0	0	0	P	0		100%	75%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

BOA

2023

*

Members	1/17	2/21	3/7	4/18	5/16	6/20	7/18	8/15	9/19	9/25	10/17	11/7	12/5	4-mos	Overall
Elden, M	o	P	o	P	P	o	P	P	P	P	P	o		100%	100%
Stokes, D	o	P	o	P	P	o	P	P	P	P	P	o		100%	100%
Whitt, B	o	P	o	P										0%	100%
Miller, S								P	P	P	P	o		100%	100%
Allec, B	o	P	o	P	P	o	P	P	P	P	P	o		100%	100%
Lackey, Y	o	P	o	P	A	o	P	P	P	P	P	o		100%	88%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

BMIA

2023

Members	1/24	2/28	3/28	4/20	4/25	5/23	6/27	7/25	8/22	8/29	9/26	10/3	10/10	10/13	10/24	11/14	12/12	4-mos	Overall
DAVIS, J	P	P	P	P															100%
WHITT, B					P	P	P	P	P	P	P	P	P	P	P				100%
SCALF, M	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				100%
RYANS, A	P	P	P	P	P	P	P	P	P	P	P	P	P	A	P				93%
KEMPER, C	P	P	A	P	P	P	P	P	P	P	P	P	P	P	P				93%
SHORT, C																			100%
ODLE, E	P	P	P	P	P														100%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

CITY COUNCIL

2023 * * *

Members	1/10	1/24	2/28	3/14	3/28	4/20	4/25	5/23	6/13	6/27	7/25	8/22	8/29	9/26	10/3	10/10	10/13	10/24	11/14	12/12	4-mos	Overall	
Davis, J	P	P	P	P	P																		100%
Whitt, B							P	P	P	P	P	P	P	P	P	P	P	P	P				100%
Scalf, M	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				100%
Ryans, A	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	P				94%
Kemper, C	P	P	P	P	A	P	P	P	P	P	P	P	P	P	P	P	P	P	P				94%
Short, C									P	P	P	P	P	P	P	P	P	P	P				100%
Odle, E	P	P	P	P	P	P	P																100%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

PLANNING COMMISSION

2023

Members	1/12	2/9	3/9	4/13	5/11	6/8	7/13	8/10	9/14	10/12	11/9	12/14	4-mos	Overall
Vancamp, S											P		100%	100%
Franklin, L	P	P	P	A	P	P	A	P	P	P	P		100%	82%
Franklin, J							P	P	P	P	A		75%	80%
Armstrong, C							P	A	P	P	P		75%	80%
Clay, J							A	P	P	P	P		100%	80%
Roberts, D	P	P	P	A	P	P	A	A					0%	63%
Smith, D	A	P	A											33%
Kelly, J				P	P	P								100%
Short, C	P	P	P	P	P	P								100%
Ward, A	P	P	P	P	P	P								100%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

TOURISM

2023

*

Members	1/10	2/20	3/20	4/17	5/15	6/19	7/17	8/14	8/21	9/18	9/25	10/9	10/16	11/20	12/18	4-mos	Overall
Crawford, J	P	P	P	P	O	A	P	O								100%	83%
Shutler, T	P																100%
Garrett, A				P	O	P	P	O	O	O	P	A	A			50%	71%
Barnes, C	P	P	P	P	O	P	A	O	O	O	P	P	P			75%	89%
Wilson, T	P	P	P	P	O	P	P	O	O	O	P	P	P			100%	89%
Soward, J						P	A	O	O	O	P	P	P			75%	80%
Irwin, P																	
Rivera, A	A	P															50%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable



3





ANIMAL CONTROL



Oct-23

TOTAL ANIMALS IN	21 (20D-1C)
ANIMALS IN CUSTODY	27 (18D-9C)
SURRENDERED	0
ADOPTED	7 5D-2C)
TRANSFER TO RESCUE	4 4D
EUTHANIZED	0
RETURNED TO OWNER	3 3D
CITATIONS ISSUED	1
VERBAL WARNINGS	2
WRITTEN WARNINGS	0
TRAINING HOURS	0
DECEASED WILDLIFE DISPOSED	3
DECEASED DOMESTIC DISPOSED	3
LIVESTOCK PUT BACK IN FENCE	2
WELFARE CHECK	1
WORK ORDERS RECEIVED	51
WORK ORDERS COMPLETED	48
AFTER HOUR CALLS	7
OUT OF JURISDICTION CALLS	3
BITE CASES	0
DIED IN CARE	2 SICK



CODE ENFORCEMENT



Monthly Code Enforcement Summary

October 2023

Tall Weeds, Grass & Trash (BMC)

Violations 1 Notices 1 Closed 0

Citations 0 Compliance Agreement Appeals/Hearings

Trailers ,Boats, RV,COMMERCIAL VEHICLES (BMC)

Violations Notices Closed

Citations 0 Compliance Agreement Appeals/Hearings

JUNKED, WRECKED MOTOR VEHICLES (BMC)

VIOLATIONS NOTICES CLOSED

CITATIONS 0 COMPLIANCE AGREEMENT APPEALS/HEARINGS

DILAPIDATED & UNSECURED BUILDINGS, GRAFFITI (BMC)

VIOLATIONS 1 NOTICES 1 CLOSED

CITATIONS 0 COMPLIANCE AGREEMENT APPEALS/HEARING

Watering 4 Notices 4 Closed 4

HOME BUSINESS

VIOLATIONS 0 NOTICES 0 CLOSED 0

CITATIONS 0 COMPLIANCE AGREEMENT APPEALS/ HEARING

Signs

Violations 10 Notice 1 Closed 10

Citations

MIKE HENNING

Date 10/01/2023 10/31/2023

CODE ENFORCEMENT



FIRE



Blanchard Fire Department

Blanchard, OK

This report was generated on 11/1/2023 12:29:12 PM



Incident Type Count per Station for Date Range

Start Date: 10/01/2023 | End Date: 10/31/2023

INCIDENT TYPE	# INCIDENTS
Station: 01 - BLANCHARD FIRE STATION	
111 - Building fire	2
142 - Brush or brush-and-grass mixture fire	2
143 - Grass fire	1
311 - Medical assist, assist EMS crew	53
321 - EMS call, excluding vehicle accident with injury	4
322 - Motor vehicle accident with injuries	4
324 - Motor vehicle accident with no injuries.	5
424 - Carbon monoxide incident	1
442 - Overheated motor	1
511 - Lock-out	1
561 - Unauthorized burning	4
611 - Dispatched & cancelled en route	1
631 - Authorized controlled burning	1
651 - Smoke scare, odor of smoke	4
700 - False alarm or false call, other	1
735 - Alarm system sounded due to malfunction	2
745 - Alarm system activation, no fire - unintentional	1
# Incidents for 01 - Blanchard Fire Station:	88

Only REVIEWED incidents included.



emergencyreporting.com

Doc Id: 857

Page # 1 of 1



PARKS





Robert Floyd <citymanager@cityofblanchard.us>

Blanchard Park's Department

1 message

parks CityofBlanchard.US <parks@cityofblanchard.us>
To: City Manager <citymanager@cityofblanchard.us>

Thu, Nov 9, 2023 at 6:26 PM

Blanchard Park's Department

October report

24 park inspections
Manage mowing crew
Multiple projects as appointed by the city manager.

Organized Pumpkinfest which saw the largest number of vendors and a huge turnout of attendees!

Lions park's restroom project will be started and possibly completed next week.

Sent from my iPhone



POLICE





- Home
- Search
- Incident
- Jail
- Accident
- Report
- Citation
- Warrant
- Registration
- Radio Log
- Utilities
- Setup
- Exit

ODIS Summary Report

From Date From To

Booking Summary Report

Booking Record					
Inmate Booked	3	Inmate Released	3		
Male	3	Male	3		
Female	0	Female	0		
Unknown	0	Unknown	0		
Federal Inmate Booked	0				
Federal Inmate Released	0				
Booking Officer		Arresting Officer		Releasing Officer	
Total	Officer Name	Total	Officer Name	Total	Officer Name
2	CERVANTES, SELENA	2	MCARTHUR, CARLOS	2	CERVANTES, SELENA
1	REDDICK, CAITLYNN	1	TYGART, HUNTER	1	SCHUR, BLAKE
3	GRAND TOTAL	3	GRAND TOTAL	3	GRAND TOTAL

Incident Summary Report

Incident Record	
Incident Report Filed	34
Sensitive Report	1
Classified Report	0
Report Approved	0
Offense Summary	
Total	Offense (IBR)
1	Assault - Aggravated
5	Assault - Simple
1	Burglary/Breaking and Entering
1	Civil - Other
1	Curfew/Loitering/Vagrancy
2	Driving Under the Influence
2	Drug/Narcotics - Violations - Marijuana
1	Drunkenness
4	Family - Domestic Affair
1	Fraud - Credit Card/Automated Teller Machine Fraud
1	Fraud - False Pretenses/Swindle/Confidence Game
1	Fraud - Identity Theft
1	Larceny/Theft - From Building
1	Larceny/Theft - Shoplifting
1	Liquor Law Violations
5	Other Offenses

1	Public Peace - Lost Property
1	Public Peace - Mental Case
1	Public Peace - Other
1	Public Peace - Unattended Death
2	Sex - Forcible Fondling
2	Sex - Forcible Rape
1	Stolen Vehicle/Motor Vehicle Theft
1	Traffic - Other
1	Trespassing of Real Property
2	Vandalism/Destruction/Damage of Property
2	Warrants - For other Agency
44	GRAND TOTAL

Originating Officer Report

Total	Originating Officer
3	HUMPHREY, BRADY
12	MCARTHUR, CARLOS
4	REEVES, MICHAEL
2	RHODES, STEPHEN
4	SCHUR, BLAKE
5	SELF, JENNIFER
1	THURSTON, MATHEW
3	TYGART, HUNTER
34	GRAND TOTAL

Total Report Filed 35
 Total Reports Assigned to Detective 4
 Total Reports Un-Assigned 31

Report Assigned To	Total	Open	Closed	Case Closed Detail
SELF, JENNIFER	4	4	0	
GRAND TOTAL	4	4	0	

Total Report Filed 35
 Total Open Cases 20
 Total Closed Cases 15

Cleared By	Total
Charges Filed	1
Cleared - By Arrest	4
Cleared - Referred	1
Deactivated by Investigator After Follow-Up	1
Deactivated by Supervisor Upon Review	7
GRAND TOTAL	14

Citation Summary Report

Citation Record	
Citation Filed (Exclude Warning)	0
Citation Warning Filed	0
Officer Violation Report (Include Warning Citation)	
No records found.	

Payment Method Summary

Total Cash	\$0.00
Total Checks	\$0.00
Total Credit Cards	\$0.00
Total Money Orders	\$0.00
Total Other	\$0.00
Grand Total	\$0.00

Warrant Summary Report

Warrant Record

Warrant Issued	0
Warrant Served	196
Warrant Recalled	0

Warrant Issued

No records found.

Warrant Served

Total	Warrant Type	Bond Amount	Served By
1	Criminal Misdemeanor	\$694.00	COURT CLERK
5	Non Traffic - Filed by Citation	\$2,505.00	COURT CLERK
189	Traffic - Filed By Citation	\$64,849.67	COURT CLERK
1	Traffic - Filed By Information	\$469.00	COURT CLERK
196	GRAND TOTAL	\$68,517.67	

Warrant Recalled

No records found.

Warrant Payment Method Summary

Total Cash	\$0.00
Total Checks	\$0.00
Total Credit Cards	\$0.00
Total Money Orders	\$0.00
Total Other	\$0.00
Grand Total	\$0.00

Protective Order Summary Report

Protective Order Record

Protective Order Issued - Non Emergency	0
Protective Order Issued - Emergency	0

Civil Process Summary Report

Civil Process Record

Civil Process Issued	0
----------------------	---

Group By Process Type

No records found.

Group By Court Type

No records found.

Field Interview Summary Report

Field Interview Record

Field Interview Issued 0

Group By Interviewed Officer

No records found.

Accident / Collision Summary Report

Accident Record

Accident / Collision Record 8
 Accident / Collision with DUI 2
 Accident / Collision with Hit & Run 1
 Accident / Collision with Fatality 0

Radio Log Summary Report

Radio Log Record

Radio Log Record 1,368

Group By Call Type

Total	Initial Call Type
23	28/29
9	911 - Fire Dept
49	911 - First Responders
32	911 - Police Dept
6	911 Hang-Up
2	Abandoned Vehicle
1	Accident - Hit and Run
2	Accident - Injury
7	Accident - No Injury
4	Accident - Unknown Injury
65	Agency Assist
17	Alarm - Business
9	Alarm - Residential
11	Animal Call - At Large
1	Animal Call - Bite/Viscious
1	Animal Call - Cruelty
6	Animal Call - Other
2	Assault / Battery
4	BOLO - Person
1	Burglary - In Progress
34	Busy
2	Citizen Assist
2	Citizen Complaint
40	Controlled Burn
5	Debris in Roadway
7	Disturbance
2	Domestic - In Progress
2	Drunk Driver
4	Enroute to McClain County
2	Escort
3	Escort - Funeral
49	Extra Patrol
4	Fire Call
21	Follow-Up Investigation

Group By Final Type

Total	Final Call Type
1,337	
2	911 - Police Dept
1	Burglary - In Progress
3	Disturbance
3	Domestic - After the Fact
1	Drunk Driver
2	Fight - After the Fact
5	Fueling Vehicle
1	Information
3	Medical Emergency
1	Off Shift
1	On Shift
1	Other
2	Reckless Driver
1	Runaway Juvenile
2	Trespassing
2	Welfare Check - Citizen
1,368	GRAND TOTAL

12	Footpatrol
2	Found Property
10	Fueling Vehicle
2	Harassment
15	Information
1	Intoxicated Person
5	Larceny
1	Livestock in Roadway
7	Meal Break
5	Medical Call - Assist
5	Medical Emergency
1	Mental Person(s)
1	Missing Person - Juvenile
15	Motorist Assist
1	Noise Disturbance
159	Off Shift
185	On Shift
15	Other
2	Property Damage
22	Reckless Driver
3	Repo
91	Residential Patrol
3	School
6	Smoke Investigation
2	Stolen Property
2	Suicide - Attempted
32	Suspicious Person(s)
15	Suspicious Vehicle(s)
3	Traffic Complaint
1	Traffic Control
1	Traffic Control - School Zone
272	Traffic Stop
2	Training
1	Trespassing
1	Unattended Death
1	Vehicle Maintenance
22	Walk In
3	Warrant Service - Arrest
12	Welfare Check - Citizen
1,368	GRAND TOTAL



ADJOURNMENT

