

AGENDA
STATE BOARD OF AGRICULTURE
DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

Wednesday, January 29, 2025
10:00 a.m.

2800 N Lincoln Blvd
Oklahoma City, OK 73105

1. Call to Order
2. Roll Call
3. Declaration of a Quorum
4. Introduction of Guests
5. Consideration and Proposed Action on Minutes of Regular Board Meeting of December 16, 2024.
6. Consideration and Proposed Action on Division Reports
 - A. Administrative Services – Dan Ridings
Summary of present financial condition of the agency and monthly activities in the following areas: Finance, Human Resources, Fleet Management, Data Processing and Agriculture Law Enforcement Investigators.
 - B. Laboratory Services – Brian McDowell
Summary of analytical activities, customer contacts, and other pertinent information related to laboratory operations.
 - C. Forestry Services – Mark Goeller
Summary of activities and accomplishments in resource protection and rural fire defense, forest management and regeneration, water quality, urban forestry, forestry education and law enforcement. Includes statistics on wildfires and law enforcement activity and narrative of forestry program highlights for the month.
 - D. Consumer Protection Services – Kenny Naylor
Addresses stop sale orders on insect and disease infested crops, phytosanitary certificates issued, insect survey summaries, pesticide registration updates, pesticide inspections, seed program and seed laboratory updates, weights and measures reports, scanner inspections, grain warehouses and meetings attended by division personnel.

- E. Animal Industry Services – Rod Hall, DVM
Addresses information and activities of staff related to control and eradication of animal diseases affecting livestock and livestock market audits. It also addresses emergency response preparation and education for response to any outbreak of foreign, emerging and/or eradicated disease.
- F. Wildlife Services – Justin Cooper
Summary of activities and accomplishments in wildlife damage management to protect state resources such as agriculture, property, natural resources, and public health and safety from wildlife damage and wildlife threats.
- G. Agricultural Statistics – Troy Marshall
Addresses the current crop conditions and livestock inventory numbers. Also included is a report on the number of information requests received, reports released during the previous month, reports to be released during the current month, and the meetings attended by Division personnel during the previous month.
- H. Market Development Services – Meriruth Sellers
Summary of the accomplishments, projects and events of Ag in the Classroom, Agritourism, Communications, Domestic Marketing (Made in Oklahoma, Made in Oklahoma Coalition), Diversified Marketing (Farmers Market, Specialty Crop Block Grants, Farm to School), International Marketing, Market News and Rural Economic Development.
- I. Agricultural Environmental Management Services – Teena Gunter
Executive summary that addresses Swine Feeding Operations, registered poultry feeding operations and poultry waste applicators, National Pollutant Discharge Elimination System (NPDES), plus agricultural composting facilities, and Commercial Pet Breeders and Shelters. Includes numbers and statistics on complaint investigations, technical assistance contacts, inspections, enforcement/compliance activities and seminars/meetings attended by Division personnel for the month.
- J. Office of General Counsel – Teena Gunter
Summarizes activities of the division, including rules, collections, legal research, meetings, support for programs, contracts, employment issues, open records requests, farming and ranching incorporations, and informal and formal enforcement actions before the Board, district court, and federal court.
- K. Food Safety Services – Scott Yates
Addresses the inspection of meat, poultry, egg, and milk processing facilities to determine compliance with regulatory standards.
- L. Ag Communications and Outreach Update – Kirsten Hollansworth

7. Consideration and Proposed Action on Purchases/Contracts
8. Consideration and Proposed Action on Cases Resolved by Stipulations

Agricultural Environmental Management Services

David Casady, 8729 E. 193rd St. South, Webbers Falls, Oklahoma

Consumer Protection Services

Flexkrete Texas, LLC, 6934 County Road 166, McKinney, Texas

Price's Weed Control & Fertilization, 5800 S. Kentucky, Oklahoma City, Oklahoma

**Possible Executive Session (if approved by the required number of members present):
As authorized by the Oklahoma Open Meeting Act in Section 307(B)(8) of Title 25 of the Oklahoma Statutes, an executive session may be held for the purpose of “[e]ngaging in deliberations or rendering a final or intermediate decision in an individual proceeding pursuant to Article II of the Administrative Procedures Act.”

9. Consideration and Proposed Action on Cases Resolved by Consent Order

Consumer Protection Services

Ely Helicopter Service, 110744 S. 4570 Road, Sallisaw, Oklahoma

Livestock Nutrition Center, 409 Sheppards Street, Chickasha, Oklahoma

Rural Pest Solutions, 30605 Aaron Way, Cashion, Oklahoma

Wheeler Brothers Grain Company, 121 First Street, Thomas, Oklahoma

Wheeler Brothers Grain Company, 420 Santa Fe, Alva, Oklahoma

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10. Consideration and Proposed Action on Assignment and Assumption Agreement for Western Producers Cooperative

11. Consideration and Proposed Action on Proposed Permanent Rules

FOOD SAFETY

Title 35. Oklahoma Department of Agriculture, Food, And Forestry

Chapter 37. Food Safety

Subchapter 17. Produce Safety

35:37-17-2. Definitions [AMENDED]

MARKET DEVELOPMENT

Title 35. Oklahoma Department of Agriculture, Food, And Forestry

Chapter 40. Market Development

Subchapter 18. Local Food for Schools [NEW]

35:40-18-1. Purpose [NEW]

35:40-18-2. Definitions [NEW]

35:40-18-3. Eligibility [NEW]

35:40-18-4. Application Process [NEW]

35:40-18-5. Criteria for allowed purchases [NEW]

35:40-18-6. Use of food purchased through the Program [NEW]

35:40-18-7. Supplemental program information [NEW]

35:40-18-8. Reimbursements [NEW]

12. Next Board meeting scheduled for **March 12, 2025**, at Oklahoma City, Oklahoma.
13. Old Business
14. New Business – Under the Open Meeting Act, this agenda item is authorized only for matters not known about or which could not have been reasonably foreseen prior to the time of posting the agenda or any revised agenda.
15. Adjournment

**Members of the Board and staff from ODAFF may join for lunch. Board Members, staff, and the public may discuss program issues during lunch; no votes or action will be taken during the lunch.*

**OFFICIAL PROCEEDINGS
OF THE STATE BOARD OF AGRICULTURE
DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY**

Oklahoma City, Oklahoma
December 16, 2024

The Oklahoma State Board of Agriculture met in regular session at 10:03 a.m., December 16, 2024, in Miami, Oklahoma. Written notice of this meeting was filed with the Secretary of State. A notice was posted at the Agriculture Building 24 hours prior to the meeting setting forth thereon the date, time, place and agenda for the meeting and an agenda was posted on the agency website.

Members Present: Brent Bolen
Blayne Arthur
Clay Burtrum
Nocona Cook
Joe Farris

Others Present: Michaela Lembeck, Executive Secretary
JanLee Rowlett, Deputy Commissioner
Daniel Ridings, Director, Administrative Services
Doug Elliott, Chief, Investigative Services
Brian McDowell, Director, Laboratory Services
Kenny Naylor, Director, Consumer Protection Services
Mark Goeller, Director, Forestry Services
Teena Gunter, Director, Agricultural Environmental
Management Services & Office of General Counsel
Troy Marshall, Director, Agricultural Statistics
Dr. Rod Hall, Director, Animal Industries
Scott Yates, Director, Food Safety
Justin Cooper, Director, Wildlife Services
Meriruth Sellers, Director, Market Development
Lee Benson, Public Information Officer
Richard Gonzalez, ODAFF
Will Krivanek, ODAFF
Termelia Hogg, ODAFF
Brady Wedman, ODAFF
Chengcheng Tan, ODAFF
Emily Ague, ODAFF
Melissa Hudspeth, ODAFF
Rhonda Keener, ODAFF
Drew Daily, ODAFF
Kiersten Hamill, ODAFF
Ashley Bender, ODAFF
Eddie Woods, ODAFF

Steven Donnelly, ODAFF
Bobby Eubanks, ODAFF
Ashley Johnson, ODAFF
Terry Roberson, ODAFF
Bryan Fritz, ODAFF
Ronnie Stevens, ODAFF
Patrick Blake, ODAFF
Micaela Halverson, ODAFF
Bobby Shipman, ODAFF
Caroline Vesper, ODAFF
Megan Parker, ODAFF
Keith Neugebauer, ODAFF
David Lawrence, ODAFF
Ryan McCartney, ODAFF

Ms. Arthur called the meeting to order, and a quorum was declared.

A motion was made by Mr. Farris, seconded by Mr. Bolen, to approve the minutes of the regular meeting of October 14, 2024, as presented.

The vote was as follows:

Bolen	Aye
Burtrum	Aye
Arthur	Aye
Cook	Abstain
Farris	Aye

The motion carried.

A motion was made by Mr. Burtrum, seconded by Mr. Cook, to approve the division reports as submitted.

The vote was as follows:

Bolen	Aye
Burtrum	Aye
Arthur	Aye
Cook	Aye
Farris	Aye

The motion carried.

A motion was made by Mr. Bolen, seconded by Mr. Farris, to approve the following purchases/contracts as submitted.

The vote was as follows:

Bolen	Aye
Burtrum	Aye
Arthur	Aye
Cook	Aye
Farris	Aye

The motion carried.

A motion was made by Mr. Farris, seconded by Mr. Burtrum, to approve the Proposed Action on Cases Resolved by Stipulations as submitted.

Agricultural Environmental Management Services
Martin Mitchell, 102025 HWY 72, Council Hill, Oklahoma

Consumer Protection Services
American Plains Coop, Aline, 112 E. Main, Carmen, Oklahoma
Family Dollar, 911 E. Broadway, Enid, Oklahoma
Jerry Jahn, 46154 CS 2710, Cyril, Oklahoma
Standlee Premium Products, LLC, 22349 Kimberly Rd., STE E, Eden, Idaho
Standlee Premium Products, LLC, 22349 Kimberly Rd., STE E, Eden, Idaho

**Possible Executive Session (if approved by the required number of members present): As authorized by the Oklahoma Open Meeting Act in Section 307(B)(8) of Title 25 of the Oklahoma Statutes, an executive session may be held for the purpose of “[e]ngaging in deliberations or rendering a final or intermediate decision in an individual proceeding pursuant to Article II of the Administrative Procedures Act.”

The vote was as follows:

Bolen	Aye
Burtrum	Aye
Arthur	Aye
Cook	Aye
Farris	Aye

The motion carried.

A motion was made by Mr. Burtrum, seconded by Mr. Cook, to approve the Proposed Action on Cases Resolved by Consent Order as submitted.

Consumer Protection Services
Mood Product Group, LLC, 4406 S. W. 25th St., Oklahoma City, Oklahoma
Newkirk Public Schools, 701 W. South Street, Newkirk, Oklahoma

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deliberations or rendering a final or intermediate decision in an individual proceeding pursuant to Article II of the Administrative Procedures Act.”

The vote was as follows:

Bolen	Aye
Burtrum	Aye
Arthur	Aye
Cook	Aye
Farris	Aye

The motion carried.

A motion was made by Mr. Cook, seconded by Mr. Farris, to approve the Proposed Action on Cases Resolved by Final Order as submitted.

Consumer Protection Services

Pure Green Turf Mgmt., LLC, 6608 N. Western Ave., Unit 348, Oklahoma City, Oklahoma

Texoma Sprayers, LLC, 19149 CO Road NS 238, Grandfield, Oklahoma

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The vote was as follows:

Bolen	Aye
Burtrum	Aye
Arthur	Aye
Cook	Aye
Farris	Aye

The motion carried.

A motion was made by Mr. Bolen, seconded by Mr. Cook, to approve the Proposed Action on Proposed Permanent Rules as submitted.

AGRICULTURAL PRODUCTS

Title 35. Oklahoma Department of Agriculture, Food, And Forestry

Chapter 10. Agricultural Products

Subchapter 1. General Provisions

35:10-1-3 Handbook and publication editions [AMENDED]

ANIMAL INDUSTRY

TITLE 35. OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

CHAPTER 15. ANIMAL INDUSTRY

Subchapter 44. Farmed Cervidae

35:15-44-21. Registration of Exotic Cervidae Species [REVOKED]

35:15-44-22. Chronic Wasting Disease Genetic Improvement Program (CWDGIP) [NEW]

WATER QUALITY

Title 35. Oklahoma Department of Agriculture, Food, And Forestry

Chapter 17. Water Quality

Subchapter 3. Swine Feeding Operations

35:17-3-22. Violation points system [REVOKED]

Subchapter 4. Concentrated Animal Feeding Operations

35:17-4-18. Violation points system [REVOKED]

CONSUMER PROTECTION

Title 35. Oklahoma Department of Agriculture, Food, And Forestry

Chapter 30. Consumer Protection

Subchapter 10. Moss Ball (Aegagropila Linnaei) Quarantine [NEW]

35:30-10-1. Establishment of quarantine [NEW]

35:30-10-2. Regulated area [NEW]

35:30-10-3. Regulated articles [NEW]

35:30-10-4. Conditions governing movement [NEW]

Subchapter 13. Imported Fire Ant Quarantine

35:30-13-3. Regulated area [AMENDED]

Subchapter 17. Combined Pesticide

Part 15. Minimum Standards For Termite Work For Existing Structures

35:30-17-70. Borate or other wood applied termiticide treatment for post-construction [NEW]

Part 17. Minimum Standards For Termite Work For Preconstruction (Pretreats) And New Construction

35:30-17-74. Borate or other wood applied termiticide treatment for new construction [NEW]

Part 21. Standards For Disposal Of Pesticide And Pesticide Containers

35:30-17-89.1. Incorporation by reference of federal pesticide management and disposal regulations [AMENDED]

Subchapter 24. Oklahoma Industrial Hemp Program

35:30-24-7. Fees [AMENDED]

35:30-24-11.1. Allowable testing thresholds [AMENDED]

Subchapter 27. Feed

Part 3. Pet Food

35:30-27-51. Definitions and terms [AMENDED]

35:30-27-52. Label format and labeling [AMENDED]

35:30-27-53. Brand and product names [AMENDED]

35:30-27-54. Expression of guarantees Intended use statement and nutritional adequacy claims [AMENDED]

35:30-27-55. Ingredients [AMENDED]

35:30-27-56. Drugs and pet food Additives and drugs [AMENDED]

35:30-27-57. Nutritional adequacy Pet and specialty pet nutrition facts [AMENDED]

35:30-27-58. Feeding directions [AMENDED]

35:30-27-59. Statements Determination of calorie content for dog and cat foods [AMENDED]

35:30-27-60. Descriptive terms [AMENDED]

35:30-27-61. Manufacturer or distributor; name and address [AMENDED]

35:30-27-62. Handling and Storage Instructions [NEW]

Subchapter 30. Soil Amendment
35:30-30-1. Definitions [AMENDED]
35:30-30-3. Contents of the label [AMENDED]

FOOD SAFETY

Title 35. Oklahoma Department of Agriculture, Food, And Forestry

Chapter 37. Food Safety

Subchapter 11. Exotic Livestock and Exotic Livestock Products

Part 3. Application Of Inspection Laws and Other Requirements [AMENDED]

35:37-11-7.1 Special License for “Hunters Against Hunger” Program

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The vote was as follows:

Bolen	Aye
Burtrum	Aye
Arthur	Aye
Cook	Aye
Farris	Aye

The motion carried.

There is no old business presented for the Board to take action upon. Mr. Burtrum moved, Mr. Bolen seconded, that the meeting be adjourned at 11:46 a.m.

By _____
President

ATTEST: _____
Executive Secretary

DECEMBER 16, 2024 BOARD MEETING

PURCHASES/CONTRACTS

ADMINISTRATIVE SERVICES

\$13,100.00 - FY25 – Convergent – Updated Camera warranty and storage. This would provide the agency with a turnkey solution for any camera issues. **Justification:** If this is not done this will leave us open to any potential threats from within and without. This helps keep our staff from all agencies and divisions within the building safe.

\$120,000.00 – FY25 – Investigative Services Vehicle Purchase - Purchase of new Investigative Services vehicles. These vehicles are needed to replace aging fleet vehicles. **Justification:** Replacement of these vehicles are critical to the agency's mission and if not replaced may put the employee and public at greater risk.

ANIMAL INDUSTRY SERVICES

Acclaim Systems, Inc. - \$160,000.00 – AgEnterprise is a modernization of USAHERDS and the upgrade path for USAHERDS states. The modernization focuses on increased IT security, and updated IT Framework into the newest tech stack to support the State Vet’s Office requirements. AgEnterprise provides a robust platform for all functionality within animal health including Animal Traceability, Premises, Inspections, License Management, Testing, and other features. AgEnterprise will comprise of the functionality and the data elements needed by states to manage and monitor animal health within their jurisdiction, report test results to USDA’s Veterinary Services and prevent, control, eradicate and recover from disease and all hazard incidents at the local level.

Farmed Cervid CWD Cooperative Agreement - \$130,717.00 –This cooperative agreement addresses the funding priority to conduct novel research on, or implement, whole genome predictive genetics in farmed cervids. \$90,000 of this cooperative agreement will be used to pay for genetic testing in white tail deer. By identifying WTD within HCP and non-HCP herds that have poor predictive genetics scores will assist with breeding decisions to remove those genetics from the breeding herd and ultimately will reduce the number of CWD highly susceptible animals on the landscape and provides states with a herd management tool. In turn, this approach reduces CWD environmental contamination and the probability of a herd becoming CWD positive in the future.

Oklahoma Cattlemen’s Association Agreement - \$118,000.00 – One time funding- Oklahoma Cattlemen’s Association will purchase software and hardware that will be implemented at livestock markets across the State of Oklahoma to facilitate data entry by veterinarians and then transfer the data to the ODAFF storage and submission to the USAHerds database. ODAFF will reimburse Oklahoma Cattlemen’s Association upon receipt of properly submitted invoices not to exceed \$118,000.00. Due to the USDA Law that becomes effective November 5, 2024, we need to give Livestock Market Veterinarians the ability to accurately and efficiently transfer identification from the animals to the software program that documents traceability of cattle through the Livestock Auction Market and allows that data to be easily transmitted to our animal disease traceability database.

FORESTRY SERVICES

FY25 \$20,000

River Parks Authority Invasive Species Project, \$20,000. This project’s funding will be reimbursed by the United States Forest Service.

Justification: This project will create an invasive species demonstration area primarily focusing on privet management as well other invasive species, including eastern redcedar. This project will demonstrate the importance of active land management as well as the danger of invasive species onto our ecosystems and the importance of invasive species control.

FY25 \$280,000

Purchase one John Deere 650P firefighting bulldozer that will be used for state-wide wildfire response, suppression, and mitigation activities.

Justification: This bulldozer is specifically outfitted for wildland firefighting with a higher horsepower engine and hydrostatic transmission suited for the rigors of fighting wildfire in the diverse wildland fuels and terrain present across of Oklahoma. The size allows for easy transport on a truck with a dovetail bed, enabling access to remote locations where fires occur. Funding for this purchase will come from the OFS Fund 245.

FY25 \$200,000

For use of P-Cards to repair firefighting equipment including but not limited to dozers, Bambi buckets, UTVs and slip-on firefighting units. These purchases will be for repairs more than \$5,000 when a piece of equipment has significant issues and requires Board approval.

Justification: This will allow the equipment to be repaired quickly after completion of the bidding process and back in service for fire management activities.

FY25 \$280,000

Purchase of a 135P John Deere Excavator that will be used for mitigating hazardous wildland fuels. This is a mission critical piece of equipment that will remove surface and aerial fuels from around designated Communities-at-Risk throughout all of Oklahoma.

Justification: By eliminating these fuels, responders will have a much safer work environment and have conditions in place that will enhance suppression operations limiting impacts to communities, structures, and infrastructure.

FY25 \$80,000

Purchase a 4X4 Pickup truck for Forest Health Monitoring Specialist.

Justification: The truck will be used for the Forest Health Monitoring position. It will allow for them to conduct statewide monitoring for forest pests and diseases, work with landowners to promote healthy resilient forests, and participate in outreach events to promote forestry and the importance of natural resources. Funding for this purchase will come from the Federal funding and be 100% reimbursed.

FY 25 \$101,000

Purchase one Kubota M6-111DTC-F-1 Cab 4wd Tractor w/24 SPD intelli-shift trans with creep speed kit and front loader with standard LDR valve/LA 1955EPNF with a two lever 96" quick coupler bucket for the Forest Regeneration Center. The 4-cylinder EPA tier 4 final compliant common rail electronic fuel injection engine is turbo charged with wastegate and is intercooled for ~100hp engine rating. Tractors are critical for field cultivation, seed bed preparation, seedling cultural practices during the growing season, harvesting seedlings, transporting seedlings to processing and storage facilities, loading seedlings for distribution to planting sites; and will serve the nursery ensuring safety of regeneration program personnel while providing efficiency in production and delivery of quality forest tree seedlings for reforestation projects. This purchase will be reimbursed by the SFAP—Stewardship grant 24-DG-11083140-430.

Justification: The equipment purchase is necessary to improve efficiency, safety, and delivery of forest tree seed and seedlings for the regeneration program. These seedlings greatly influence the Oklahoma landscape and provide multiple conservation benefits to landowners across all of Oklahoma.

FY 25 \$30,000

Purchase metal siding, purlin, posts and overhead equipment doors for existing three-sided pole barn at the Forest Regeneration Center. This will secure the building and the container filling equipment that will be housed inside. This purchase will be reimbursed by the Revegetation/National Seed Strategy Funding Grant.

Justification: Numerous landowners are requesting seedlings grown in containers for their harsher sites and we are unable to meet the demand now due to the lack of infrastructure for the equipment. Once the container filling equipment is assembled, it must be housed in a secure building, away from weather that would affect its operation of filling containers for landowners.

FY25 Talihina office above-ground fuel storage tank removal \$5,400

Contract with Oklahoma Corporation Commission (OCC)-licensed tank remover and environmental consultant to perform the following work for removal of above-ground fuel storage tank: *Purge vapors and remove (1) empty above-ground fuel tank, piping, and dispenser(s). Collect minimum confirmatory native soil samples required by the OCC. Prepare a closure report with all attachments as required by OCC.* Funding for this purchase comes from the Oklahoma Legislative Session, FY25 Forestry budget appropriations.

FY25 Wilburton office above-ground fuel storage tanks removal \$7,200

Contract with Oklahoma Corporation Commission (OCC)-licensed tank remover and environmental consultant to perform the following work for removal of above-ground fuel storage tanks: *Purge vapors and remove (2) empty above-ground fuel tanks, piping, and dispensers. Collect minimum confirmatory native soil samples required by the OCC. Prepare a closure report with all attachments as required by OCC.* Funding for this purchase comes from the Oklahoma Legislative Session, FY25 Forestry budget appropriations.

FY25 \$140,000

Purchase firefighting personal protective equipment for OFS employees. This includes clothing, fire shelters, gloves and other related supplies/equipment.

Justification: Required to supply OFS firefighters with mandatory personal protective equipment (PPE) and other supplies/equipment. Funding for this purchase will come from the FY22 US Forest Service, State Fire Assistance – Response Grant, 2020 VFA, 2021 VFA, & 2023 SFA Response. 100% of this purchase will be reimbursed.

FY25 \$6,890,000

Purchase of replacement equipment, cab and chassis, PPE, slip on pumper units, etc. for Rural Fire Department's from the funds appropriated to the Oklahoma Department of Agriculture, Food, and Forestry in Enrolled House Bill No. 1004 of the 1st Extraordinary Session of the 59th Oklahoma Legislature.

MARKET DEVELOPMENT

FY2025 – Oklahoma State University - Oklahoma Viticulture and Enology Grants - These funds will be used as grant funds for the purpose of increasing the positive economic impact of the wine industry in Oklahoma. Eligible applicants are institutions in Oklahoma, a state agency or governmental subdivision of Oklahoma, or a trade group promoting grape or wine production industries. Eligible

projects shall be limited to scientific research, education, product development, or marketing projects.
- \$100,000.00

Justification: This project is entirely funded by the Oklahoma Viticulture and Enology Center Development Revolving Fund. This grant project with Oklahoma State University will promote and encourage growth and development of the grape and wine industries in Oklahoma through educational and marketing campaigns along with increasing the positive economic impact of the wine industry in Oklahoma. If this proposed expense is not approved and therefore the project is not completed, the State not only loses money immediately that is important to the grape and wine industry through the economic impact, but also runs the risk of not being awarded money from the Oklahoma Viticulture and Enology Center Development Revolving Fund in the future.

FY2025 – Made in Oklahoma bags – provided to companies on a cost share basis - \$10,000.00

FY2025 – Healthy Food Finance Grant – Bridgette Nichols - \$9,492.38

FY2025 – Healthy Food Finance Grant – Elizabeth Threlkeld - \$8,917.34

FY2025 – TasteAdvisor App – funded entirely by the Viticulture and Enology Revolving Grant - \$20,000.00

Oklahoma Department of Agriculture, Food & Forestry

January 29, 2025, Board Report

Administrative Services

Administrative Services – Investigative Services

INVESTIGATIVE SERVICES ACTIVITIES NOVEMBER 2024



INVESTIGATIONS		NOVEMBER	YTD	FYTD
LIVESTOCK		1	42	17
FIRE			14	5
PROPERTY			15	5
TIMBER		1	1	1
AGENCY ASSISTS	ODAFF		5	0
AGENCY ASSISTS	EXTERNAL		5	3
OTHER			7	2
TOTAL INVESTIGATIONS OPENED		2	89	33
CLOSED PENDING ADDITIONAL INFORMATION		1	17	8
NO CRIME		1	14	6
NO PROSECUTION			0	0
CLOSED - ASSIST CASE			6	2
PRESENTED TO DISTRICT ATTORNEY FOR PROSECUTION			10	3
REFERRED FOR ADMINISTRATIVE ACTION			0	0
TOTAL INVESTIGATIONS COMPLETED		2	47	19
COUNTS FILED			15	6
VALUE OF LOSSES - ALL CRIMES		\$8,000	\$793,733	\$349,700
RECOVERED LOSSES - ALL CRIMES		\$4,000	\$374,418	\$157,970
NUMBER OF CATTLE REPORTED STOLEN		2	272	103
NUMBER OF CATTLE RECOVERED		2	89	36



Administrative Services – Investigative Services

INVESTIGATIVE SERVICES ACTIVITIES DECEMBER 2024



INVESTIGATIONS		DECEMBER	YTD	FYTD
LIVESTOCK		2	44	19
FIRE		1	15	6
PROPERTY			15	5
TIMBER			1	1
AGENCY ASSISTS	ODAFF		5	0
AGENCY ASSISTS	EXTERNAL		5	3
OTHER		2	9	4
TOTAL INVESTIGATIONS OPENED		5	94	38
CLOSED PENDING ADDITIONAL INFORMATION		1	18	9
NO CRIME		2	16	8
NO PROSECUTION			0	0
CLOSED - ASSIST CASE			6	2
PRESENTED TO DISTRICT ATTORNEY FOR PROSECUTION		1	11	4
REFERRED FOR ADMINISTRATIVE ACTION			0	0
TOTAL INVESTIGATIONS COMPLETED		4	51	23
COUNTS FILED		3	18	9
VALUE OF LOSSES - ALL CRIMES		\$207,200	\$1,000,933	\$556,900
RECOVERED LOSSES - ALL CRIMES		\$206,000	\$580,418	\$363,970
NUMBER OF CATTLE REPORTED STOLEN		4	276	107
NUMBER OF CATTLE RECOVERED		4	93	40





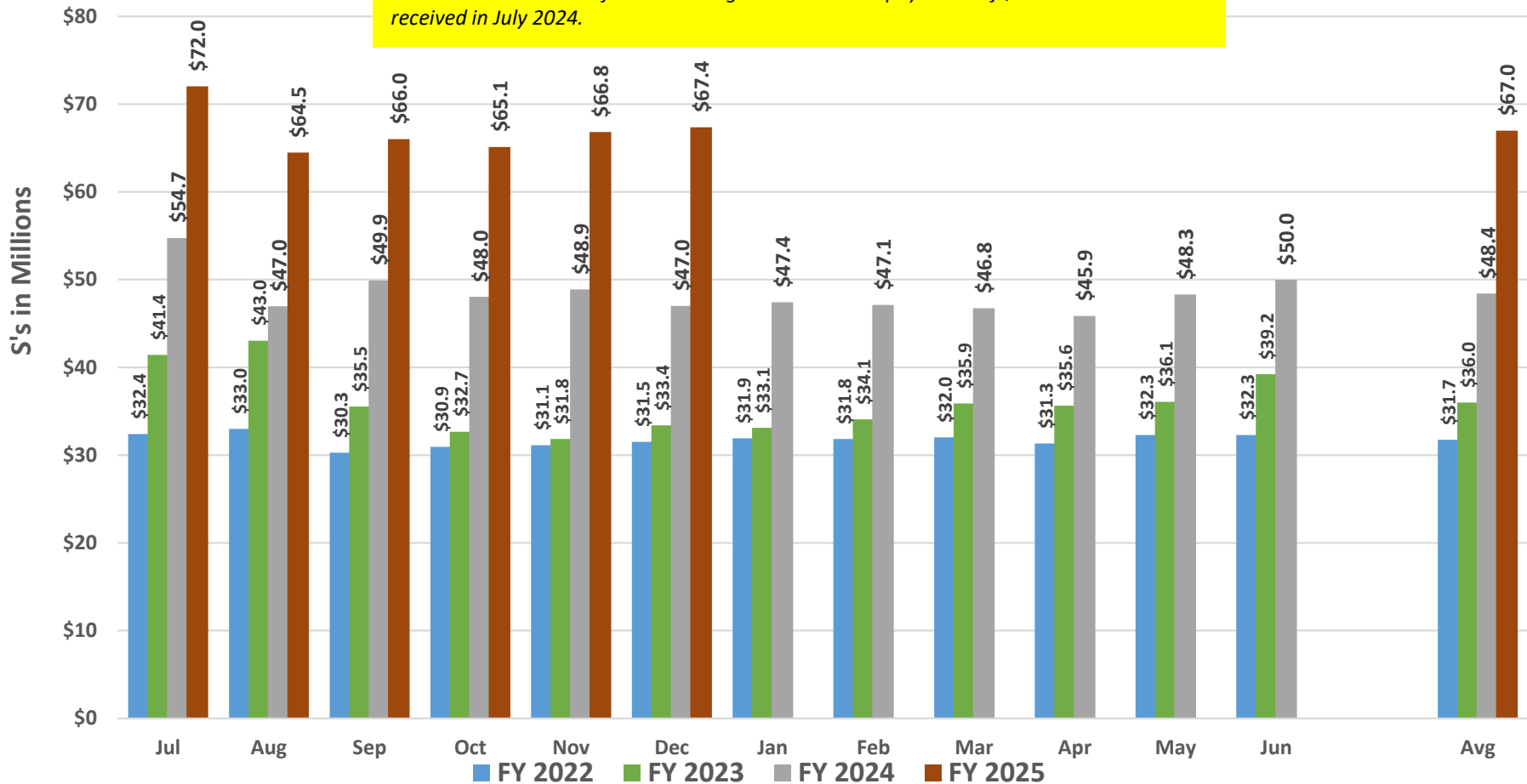
Available Cash at Month End

Months Ending: July 2021 – December 2024

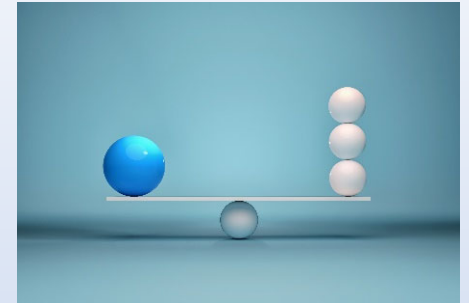
per Allotment Budget & Available Cash Report Fiscal Year 2022-2025

Note 1: The amounts shown here include fund 700, Commodity Storage Indemnity Fund, which had a balance of \$11,837,618 as of 12/31/2024.

Note 2: One-time cash for FY 2025 legislative directed payments of \$20.1 million was received in July 2024.

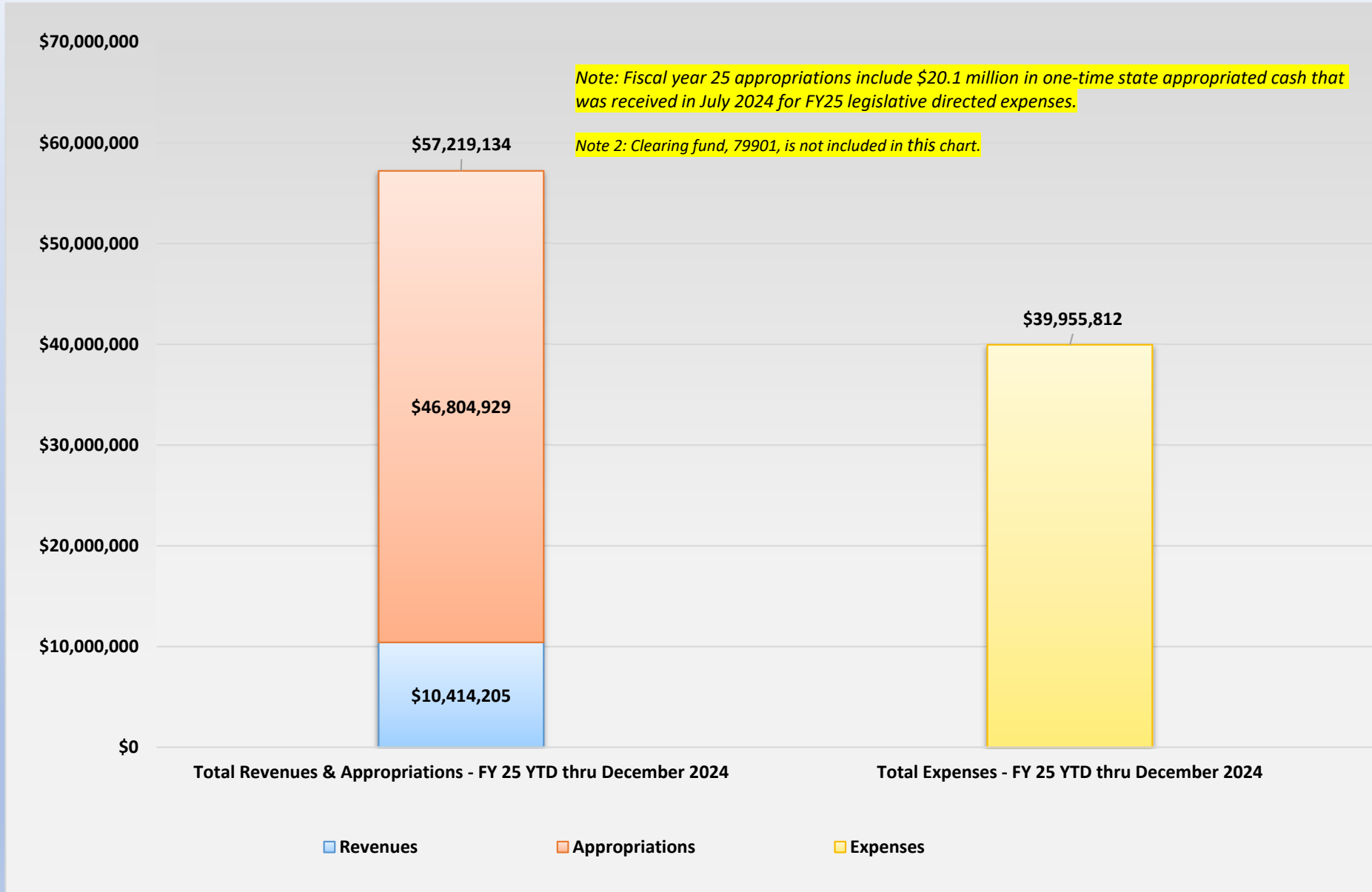


Administrative Services - Finance



- Cash balance as of December 31, 2024, was \$67.4 million compared to \$47 million as of December 31, 2023
 - Increase of \$20.4 million from the prior year and is primarily attributed to the following:
 - Increase in state appropriated cash received in July 2024 for fiscal year 2025 legislative directed spendings
 - Increase in monthly state appropriations due to increase in legislative directed spendings
 - Timing of payments

Total Revenues, Appropriations and Expenses FY 2025 thru December 2024





Revenue By Division December 2024

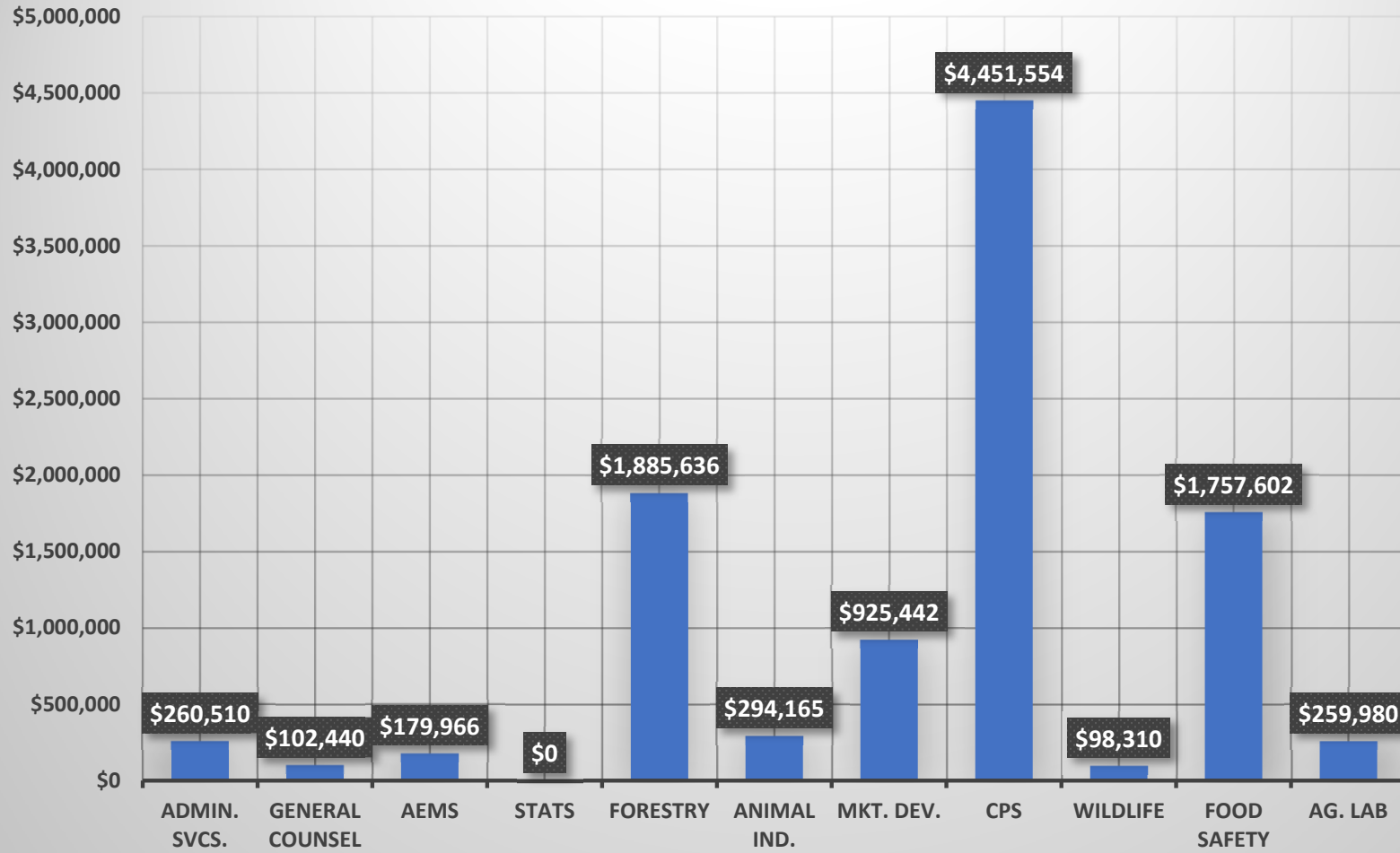
Division	December 2024 Revenue	Fiscal Year 2025 Revenue thru December 2024
Admin. Svcs.	82,889	260,510
General Counsel	15,065	102,440
AEMS	10,323	179,966
Stats	-	-
Forestry	139,960	1,885,636
Animal Ind.	11,693	294,165
Mkt. Dev.	471,975	925,442
CPS	725,532	4,451,554
Wildlife	8,300	98,310
Food Safety	45,539	1,757,602
Ag. Lab	66,338	259,980
Division Total (see division receipts graph on next slide)	1,577,614	10,215,605
Commodity Storage Indemnity	33,641	198,600
Appropriations	4,444,944	46,804,929
Agency Total	6,056,199	57,219,134

Note 1: Clearing fund, 79901, is not included in this table.

Note 2: Appropriations shown above, include \$20.1 million in state appropriated one-time cash received in July 2024 for FY25 Legislative directed spendings.



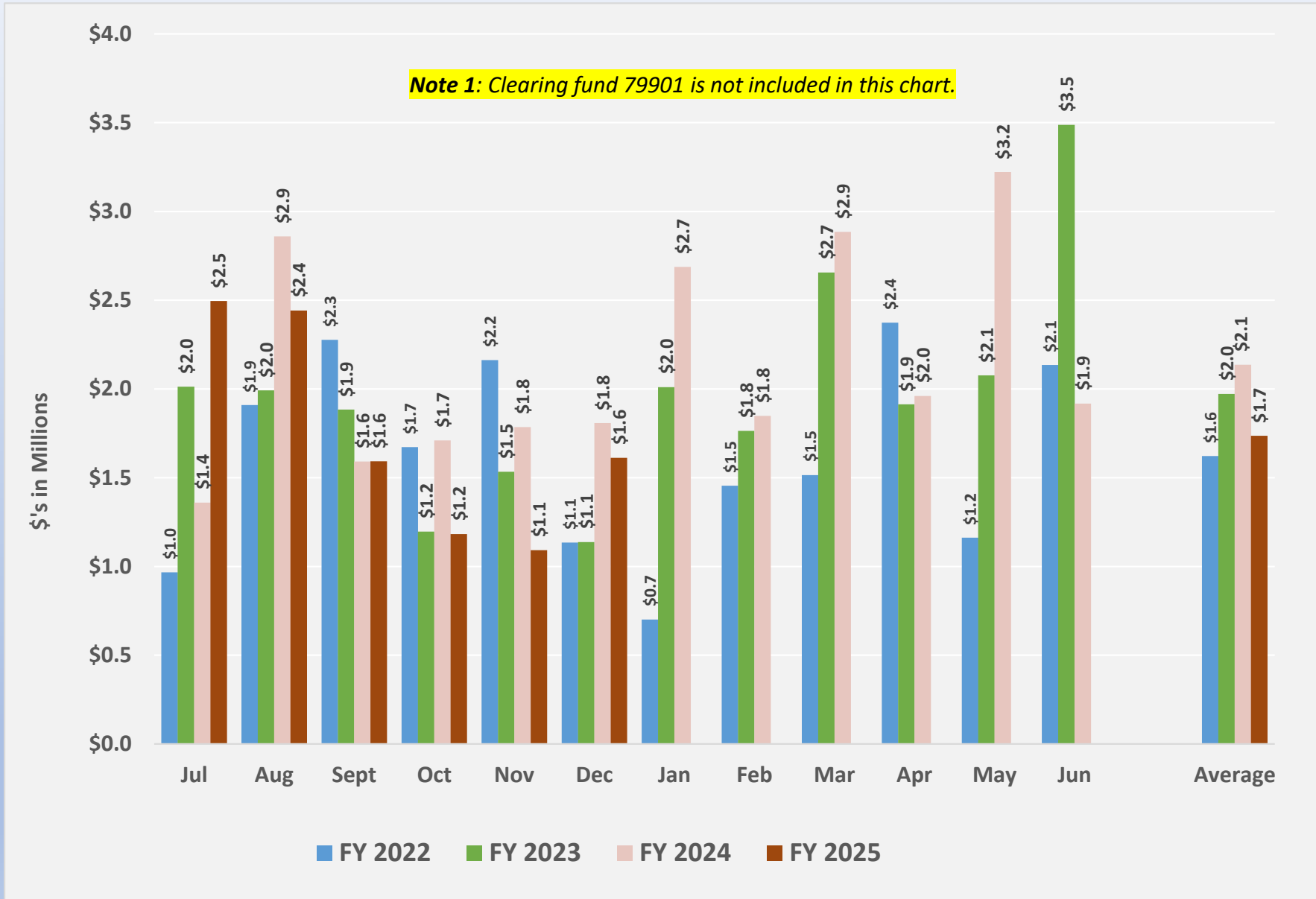
Revenue By Division Fiscal Year 2025 thru December 2024



■ Fiscal Year 2025 Revenue thru December 2024

Note: Clearing fund, 79901, is not included in this chart.

Total Revenue by Month July 2021 – December 2024

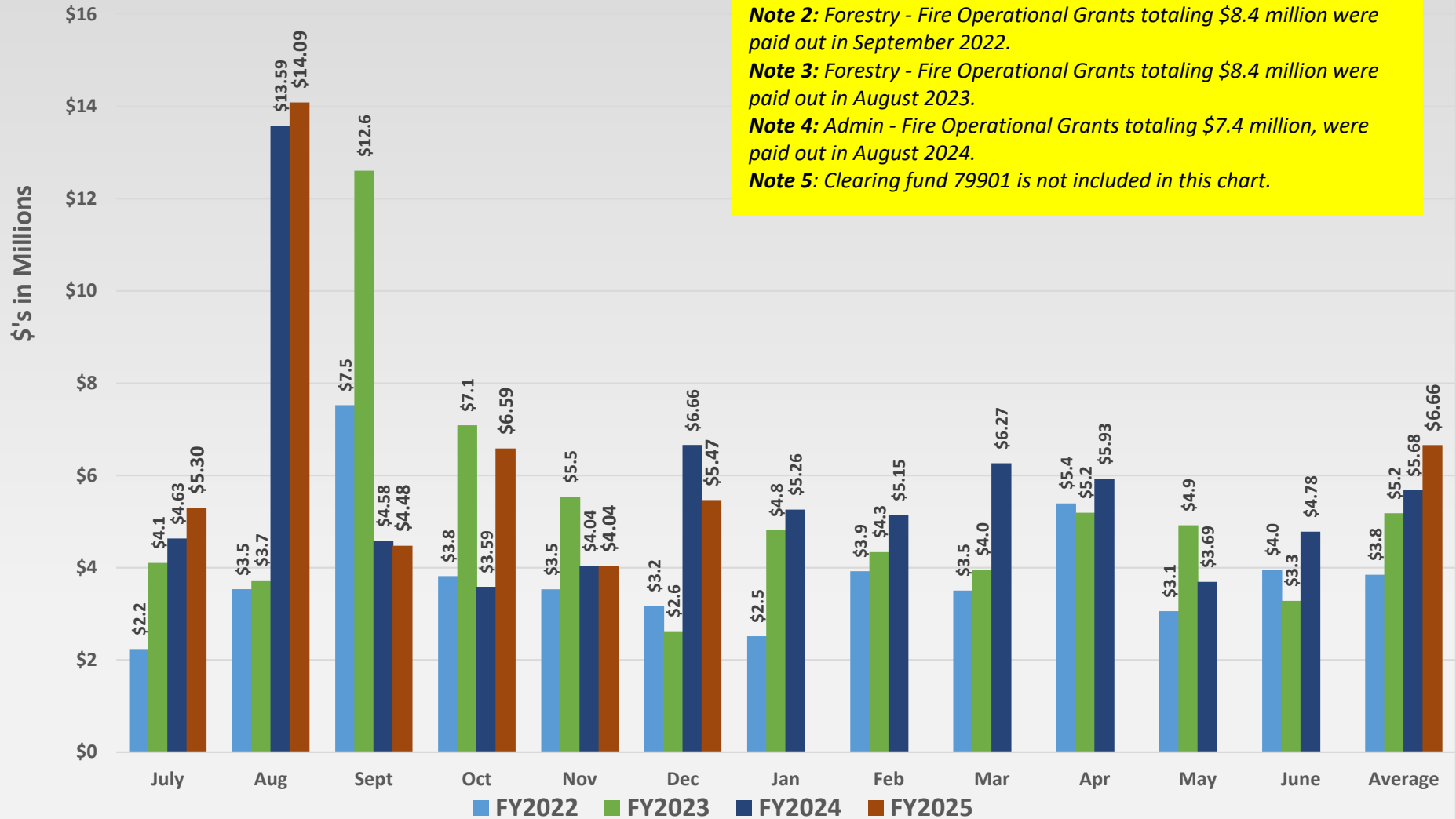


Administrative Services - Finance

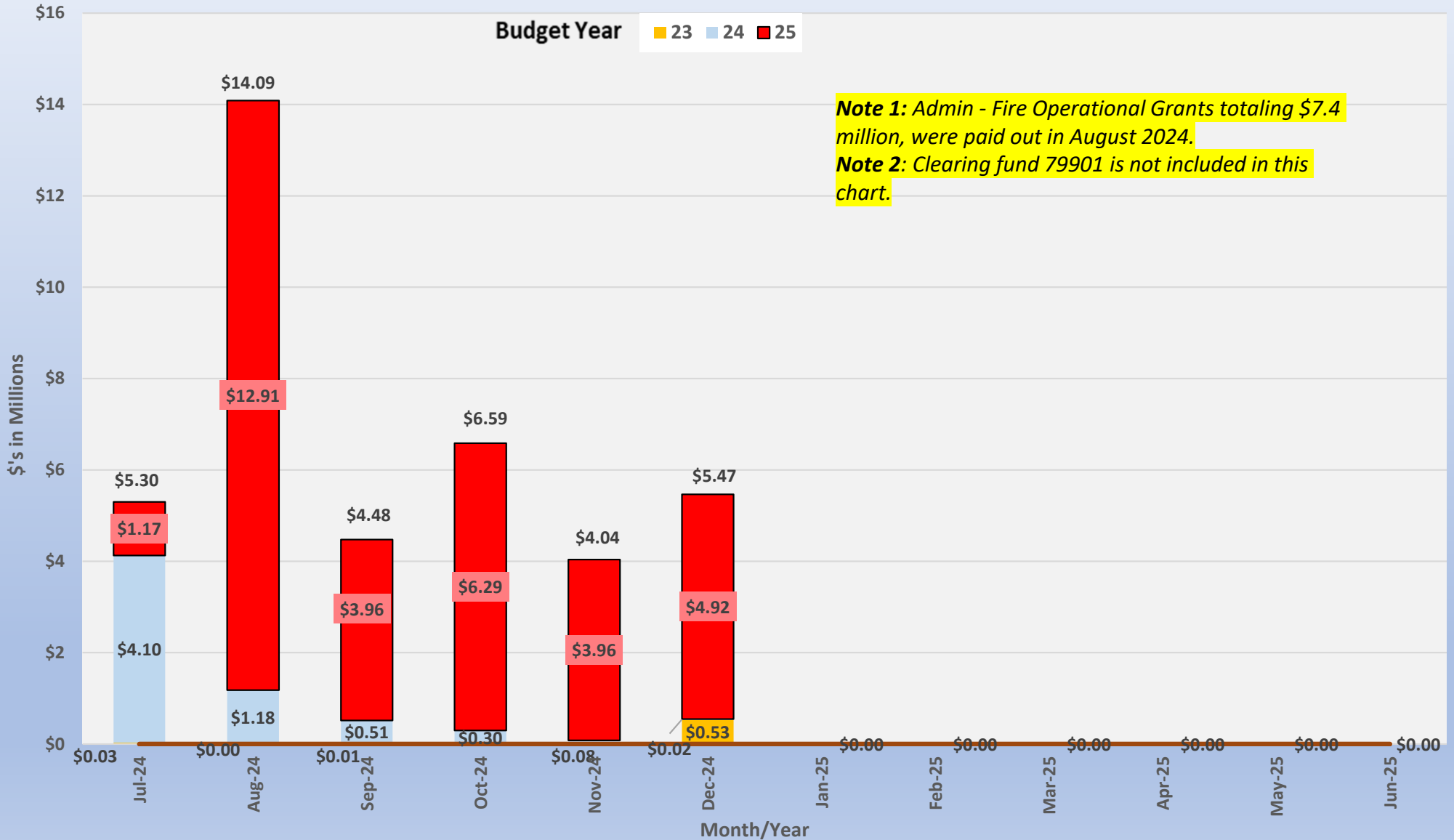
- Revenues (excluding appropriations) for FY 2025 thru December 2024 were \$10.4 million compared to \$11.1 million for the same period last year.
- This is a decrease of approximately \$700K and is primarily due to a decrease in federal reimbursements



Total Expenses by Month July 2021 – December 2024



FY 2025 Total Expenses by Month with Budget Year

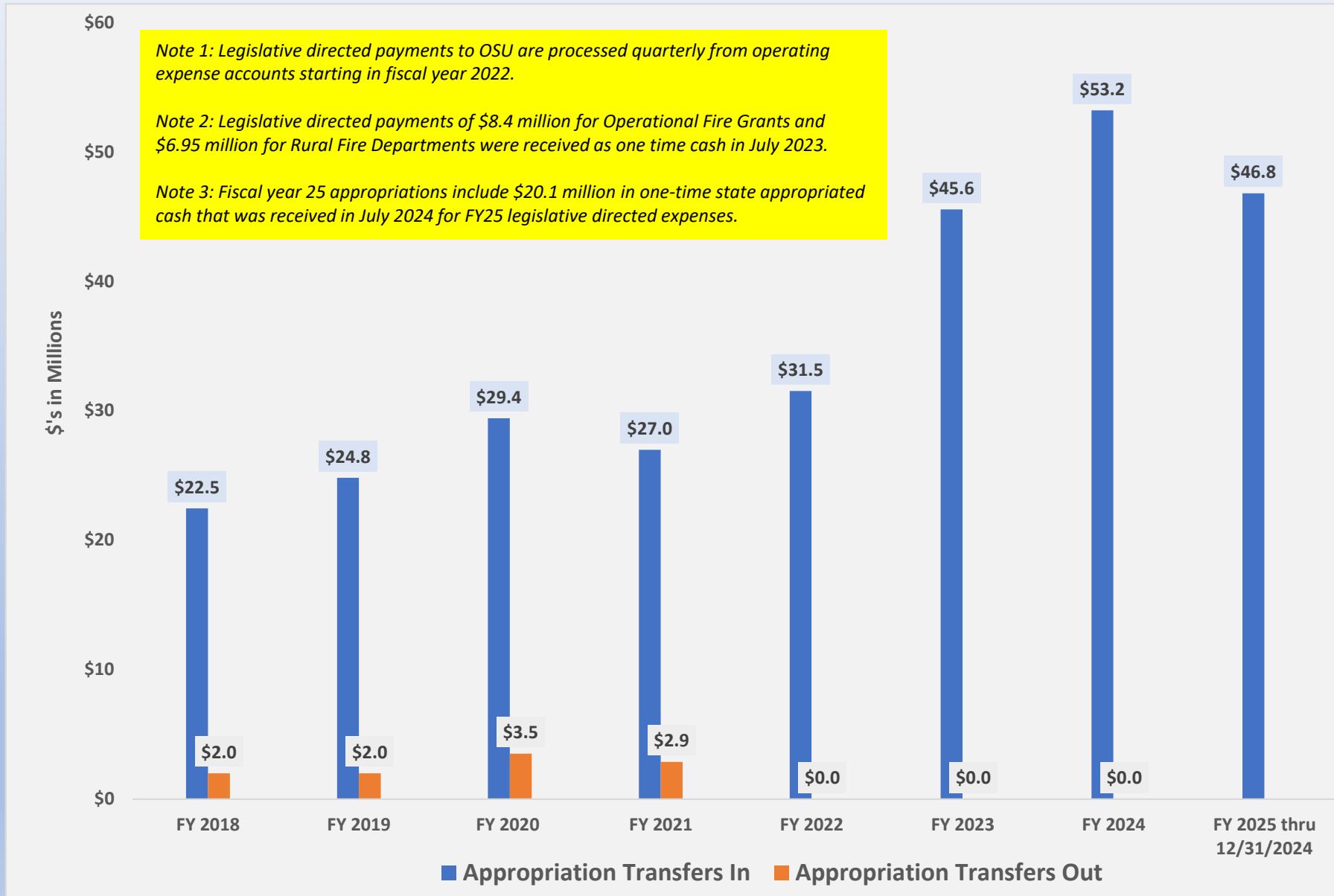


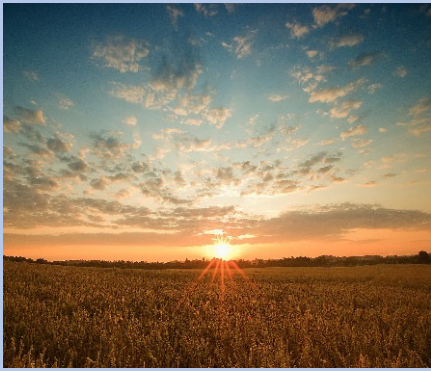
Administrative Services - Finance

- Total expenses for FY 2025 thru December 2024 were \$40 million compared to \$37.1 million for the same period last year.
 - This was an increase of \$2.9 million and is primarily attributed to:
 - Increase in Legislative directed spendings
 - Catesby, Oklahoma fire - out of state fire assistance payments
 - Replacement of Forestry radios that are no longer manufactured/supported that are used for
 - Wildfire/emergency response
 - Fuels mitigation projects
 - Communication with state and local cooperators
 - Increased payroll and benefit costs
 - Timing of payments

Appropriations

FY 2018 thru FY 2025 (thru December 2024)





Commodity Storage Indemnity Investment Report

As of December 31, 2024			
Investments with Office of State Treasurer			
Cash Management Account:			\$11,837,618
		Current Month	YTD
		-----	-----
New		-	-
Interest Revenue		33,641	198,600
Reinsurance		-	-
ODAFF Support Services		(50,000)	(50,000)
Recovered Salvage		-	-
Elevator Salvage		-	-
Matured Long Term Investments		-	-
		-----	-----
TOTALS		(16,359)	148,600

Oklahoma Department of Agriculture, Food & Forestry
Monthly Budget Report - Budget Year 2025
As of December 31, 2024
Fiscal Year 2025 Annual Budget to Actuals for Budget Year 2025 thru December 31, 2024

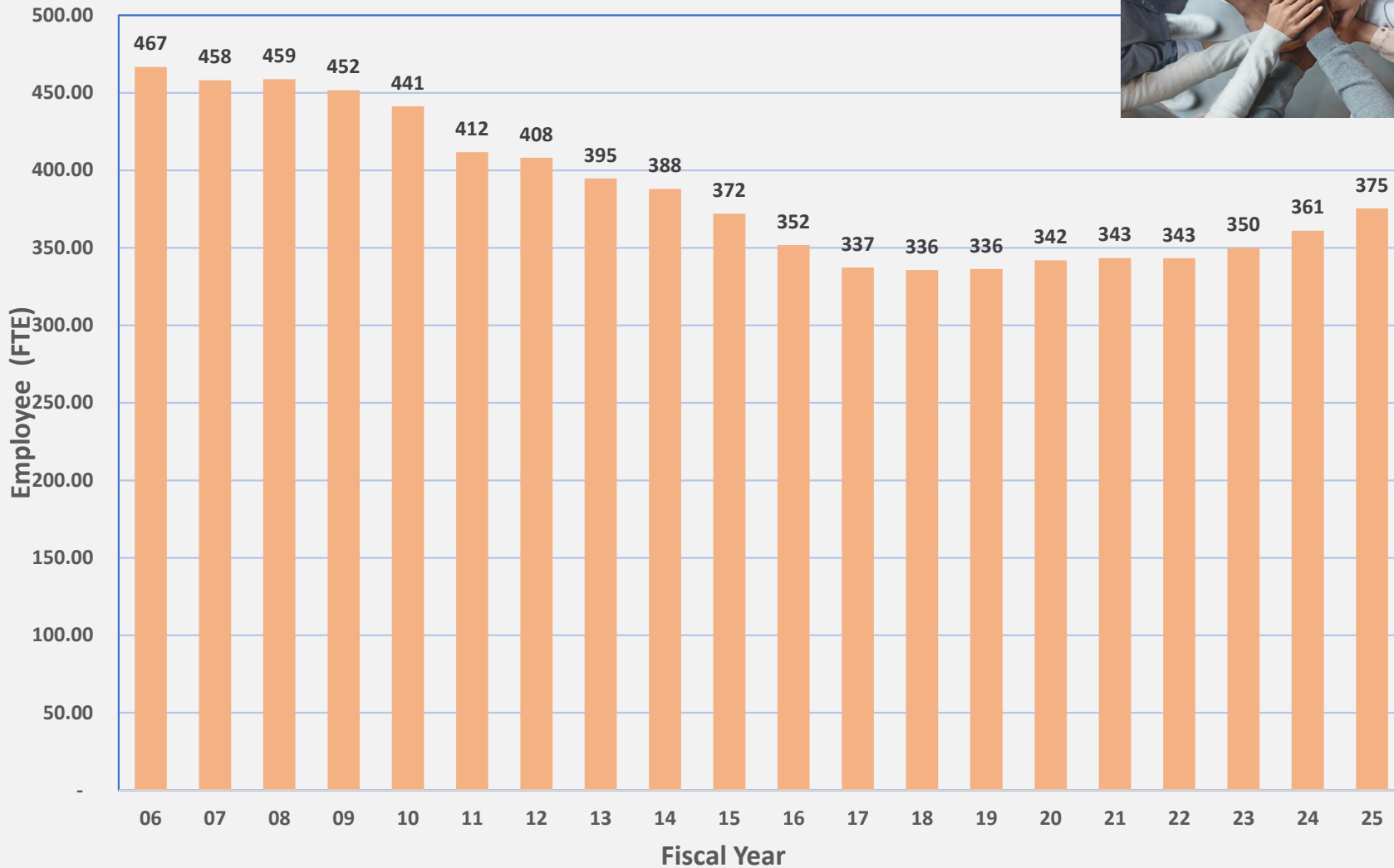
Object Code	Account Description	Annual Budget	Expenditures	Encumbrances & Pre Encumbrances	Available Budget
511	Salary Expense	24,126,670	10,400,235	18,527,074	(4,800,638)
512	Insur.Prem-Hlth-Life,etc	5,534,084	2,237,780	249,658	3,046,645
513	FICA-Retirement Contributions	6,378,139	2,475,053	1	3,903,085
515	Professional Services	4,864,534	951,298	3,233,337	679,899
519	Inter/Intra Agy Pmt-Pers Svcs	60,800	19,821	19,879	21,100
521	Travel - Reimbursements	555,687	108,520	-	447,167
522	Travel - Agency Direct Pmts	612,621	197,669	-	414,952
531	Misc. Administrative Expenses	1,509,717	441,217	283,274	785,226
532	Rent Expense	1,374,563	383,514	399,510	591,539
533	Maintenance & Repair Expense	1,978,335	536,653	447,647	994,034
534	Specialized Sup & Mat.Expense	1,389,975	375,686	569,033	445,256
535	Production,Safety,Security Exp	187,500	44,246	21,949	121,305
536	General Operating Expenses	298,775	50,594	-	248,181
537	Shop Expense	646,391	268,352	32,967	345,071
541	Office Furniture & Equipment	8,591,632	582,259	4,464,962	3,544,410
542	Library Equipment-Resources	1,000	(21)	-	1,021
543	Lease Purchases	1,672,295	819,037	853,258	-
546	Buildings-Purch.,Constr,Renov.	772,000	-	-	772,000
552	Scholar.,Tuition,Incentive Pmt	15,440	700	-	14,740
554	Program Reimb,Litigation Costs	25,710,438	1,591,897	2,574,698	21,543,843
555	Pmts-Local Gov't,Non-Profits	16,690,090	8,603,620	1,057,738	7,028,731
559	Assistance Pymts to Agencies	18,230,000	2,919,358	13,580,642	1,730,000
561	Loans,Taxes,Other Disbursemnts	550	-	-	550
564	Merchandise For Resale	150,000	146,526	3,473	1
601	AFP Encumbrances	-	-	14,001,060	(14,001,060)
810	Req Only	-	-	901,476	(901,476)
	Operating Totals	121,351,236	33,154,016	61,221,637	26,975,583

Oklahoma Department of Agriculture, Food & Forestry
Monthly Budget Report - Budget Year 2025
As of December 31, 2024
Fiscal Year 2025 Annual Budget to Actuals for Budget Year 2025 thru December 31, 2024

Class Funding	Class Fund Description	Annual Budget	Expenditures	Encumbrances & Pre Encumbrances	Available Budget
19102	Duties	1,500,000	669,358	830,642	-
19302	Agriculture Extension Division	20,135,265	9,248,786	5,898,187	4,988,292
19501	GRF-Duties	53,339,326	11,015,212	36,964,409	5,359,705
20500	Rural Fire Defense Eqp Rev Fd	150,000	146,526	3,473	1
21000	Agriculture Revolving Fund	26,344,057	10,564,634	13,734,258	2,045,165
22500	Enhancemnt & Diversificatn Fnd	97,000	13,333	3,333	80,333
23000	Okla Pet Overpopulation Fund	35,000	12,500	-	22,500
23500	Animal Friendly Revolving Fund	35,000	2,500	10,000	22,500
24000	Unwanted Pesticide Disp Fund	300,000	-	350,000	(50,000)
24500	Rural Fire Revolving Fund	2,010,575	10,450	1,226,909	773,216
25500	Ag. Evidence Law Enforce Fund	4,000	-	-	4,000
25600	Ok Viticulture Enology Revl Fd	446,657	110,955	174,783	160,919
26200	Poultry Grading Revolving Fund	1,234,512	513,774	457,713	263,025
28500	Milk & Milk Prod Inspec Rev Fd	466,489	184,996	255,923	25,571
28600	Ag In The Classrm Educ Rvlv Fd	24,000	-	-	24,000
28700	Healthy Food Financing Revl Fd	100,000	17,113	30,557	52,330
41000	Community Wildfire Def Grant	-	-	250,000	(250,000)
42000	Specialty Crop Federal Funds	1,100,000	104,314	898,040	97,646
43100	Marketing's Farm to School	278,352	56,996	103,377	117,980
43500	Local Food for Schools Co-op	452,000	415,568	30,033	6,398
44000	Rslnt Food Sys Infrstr Coop Ag	6,407,933	-	-	6,407,933
57911	Carryover	6,891,070	67,000	-	6,824,070
	Totals	121,351,236	33,154,016	61,221,637	26,975,583

Employee FTE Totals

Fiscal Year FY 2006 – FY 2025 (thru December 2024)



Note 1: FTE listed for fiscal year 23 was based on the FTE from August 15, 2022 thru June 30, 2023 as the Workday HR system was implemented on August 15, 2022.

Note 2: FTE listed for fiscal year 25 was based on the FTE thru December 31, 2024.

**JANUARY 2025 BOARD REPORT
AGRICULTURE LABORATORY SERVICES
(November and December 2024 Activities)**

QUALITY MANAGEMENT SECTION: (Daniel Tripp, QA Manager)

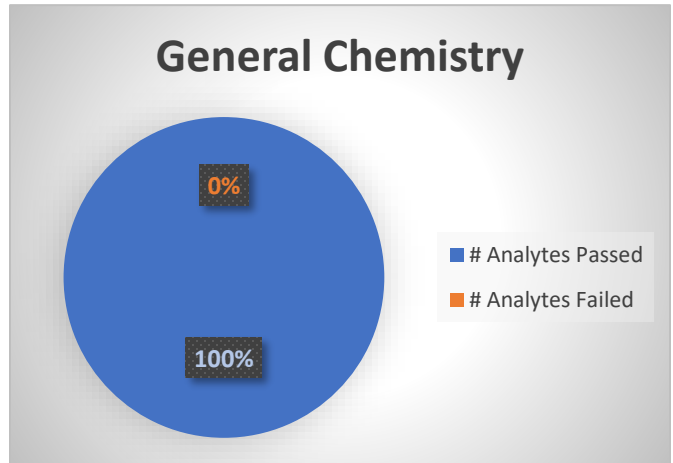
The QA Manager held an Internal Audit Review Meeting in November with the Bureau of standards and discussed the findings made from the Internal Quality Audit.

Supplemental Audits for the General Chemistry and Pesticide Sections have been announced and were given a list of five to six items that need to be addressed with a designated deadline. The QA Manager will work with each Section as needed to complete these items.

PT Results

The routine distribution of quality control samples to respective sections of the Laboratory continued. Collection and submission of data to the respective study groups for statistical analysis was conducted.

General Chemistry	
# Analytes Results Received	9
# Analytes Passed	9
# Analytes Failed	0



In December the QA Manager started the Food and Dairy Lab yearly internal audit. The audit will consist of; document review (worksheets, SOPs, and work instructions), training records review, shadowing lab personnel and recommendations.

The QA Manager continues to work on the Supplemental Audit for the General Chemistry and Pesticide Sections. Each Section has been given a list that contains changes the QA Manager would like to have implemented. This includes:

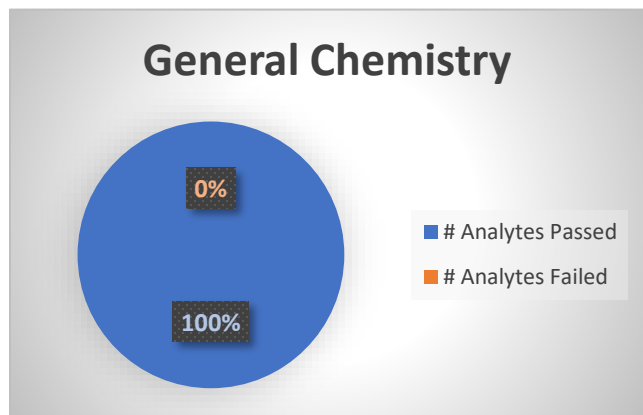
- Updating SOPs
- Updating Worksheets
- Refining documentation for instrument quality purposes

The QA Manager assisted the Food and Dairy Section in an autoclave validation process. The Section will be able to double its output of media after a single run, as opposed to using the older, smaller autoclave. This will keep the Section from having to make media more frequently, while allowing the staff to focus on other testing.

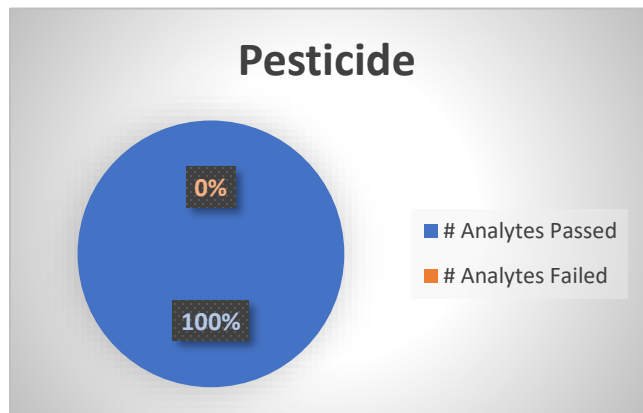
PT Results

The routine distribution of quality control samples to respective sections of the Laboratory continued. Collection and submission of data to the respective study groups for statistical analysis was conducted.

General Chemistry	
# Analytes Results Received	42
# Analytes Passed	42
# Analytes Failed	0



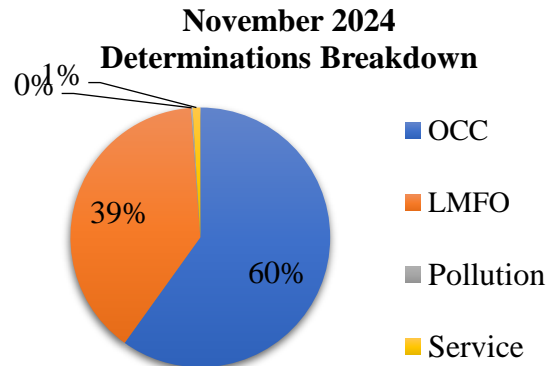
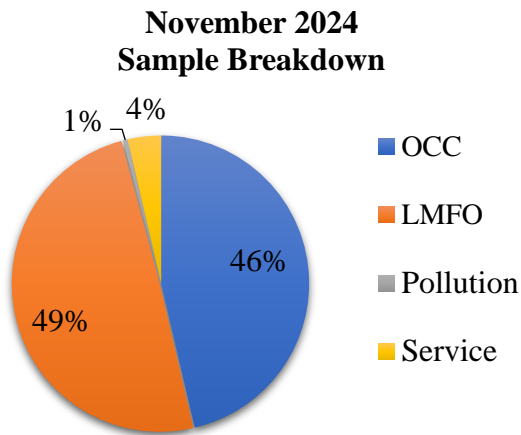
Pesticide	
# Analytes Results Received	6
# Analytes Passed	6
# Analytes Failed	0



INORGANIC SECTION: (Elena Lyon, Environmental/Chemical Laboratory Scientist IV)

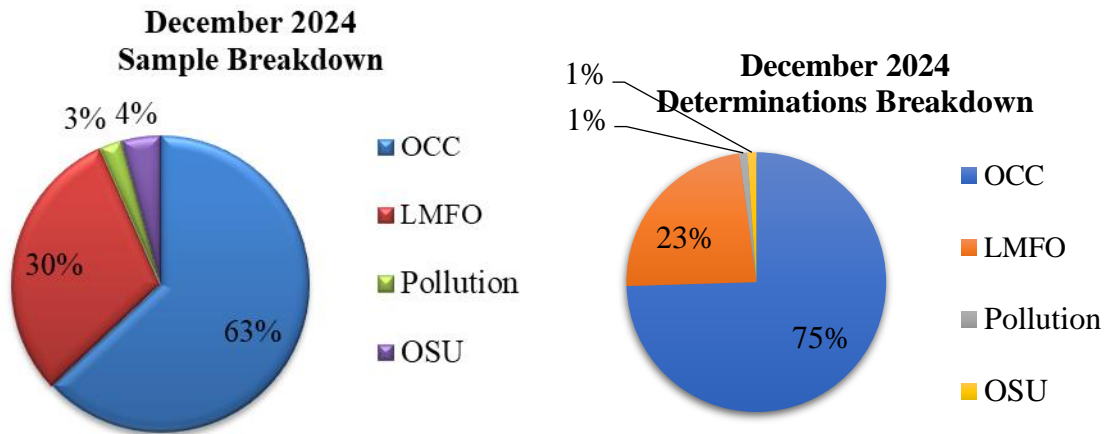
In November of 2024 the Section completed 192 samples consisting of 1464 determinations, with the following breakdown:

OCC	89	877
LMFO	95	570
Pollution	1	3
Service	7	14
Total	192	1464



In December of 2024 the Section completed 165 samples consisting of 1283 determinations, with the following breakdown:

OCC	104	956
LMFO	50	300
Pollution	4	13
Service	7	14
Total	165	1283



DAIRY/FOOD SAFETY SECTION: (Sharon Swyear, Environmental/Chemical Laboratory Scientist IV)

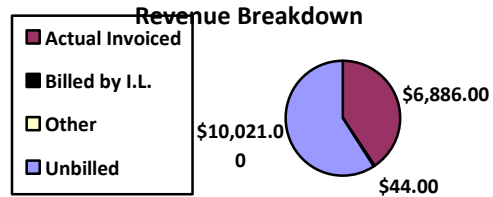
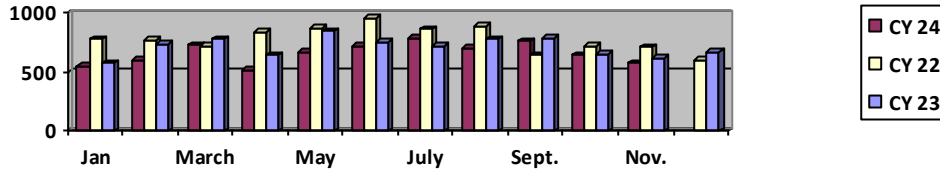
The month of November was a typical month for the Section. Another dairy ceased operation which brings the total number of dairies producing in the state to fifty-five. One dairy is currently suspended, and six of the fifty-five dairies are being tested out of state.

The Section had thirty-four meat samples this month. Twenty of those samples were from a beef jerky producer. Five samples of the beef jerky were tested for Listeria and Salmonella and fifteen were environmental swabs tested for Listeria. The remaining fourteen samples were ground beef, beef trim, and ready-to-eat screening samples. Out of these fourteen, three also were presumptive positive for STEC. One was detected but was not O157 nor one of the Big Six. One sample was non-O157 and the Section was not able to isolate it. The Section is still working on isolating the third sample.

The Section was also not able to isolate E. coli from the three presumptive positive samples from October. E. coli is very difficult to isolate. The media used is selective to a point, but since there are so many strains of E.coli, it is hard to distinguish between pathogenic and generic E. coli.

The Section is working to get information on equipment and supplies needed to be able to test for Campylobacter. This bacterium is an anaerobic organism that will die when exposed to room air so therefore must be grown in a controlled environment of nitrogen, carbon dioxide or mixture. There have been positive Campylobacter detected in raw milk on multiple occasions and the Section has had to outsource the testing. By being able to test in the lab, it will ensure the sample's chain of custody stays intact. This will also allow the Section to expand FSIS testing for Campylobacter as needed.

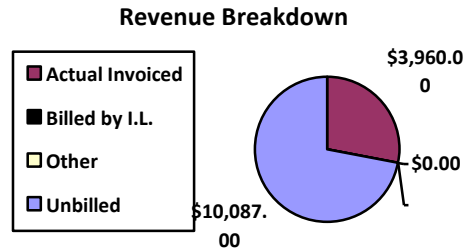
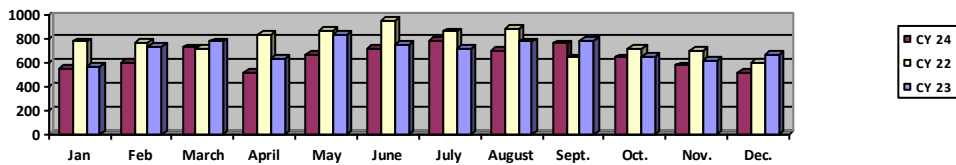
Total Determinations



The month of December was a typical month for the Section. The year ended with fifty-four cow and one goat dairy. One dairy is currently suspended, and six of the fifty-four dairies are being tested out of state.

The Section had just seven meat samples this month and tested a total of 254 meat samples for the calendar year 2024.

Total Determinations



SEED SECTION: (Tori Gillispie, Agriculture Services Administrator I)

Sample records indicate that a total of 140 samples were received for November for the Section. Most of the crops tested consisted of fall season turf grasses, native grass, mung beans, wheat and noxious weed checks. Most samples were taken by CPS inspectors following up on carry over seed needing updated germination tests. Seed quality was acceptable for all official samples. There were no Seed Law violations discovered.

The Board of Directors of the Oklahoma Genetics Inc. (OGI) and Oklahoma Crop Improvement Association (OCIA) held their quarterly meetings in the Laboratory conference room on December 5th. Producers are reporting they received too much rain but stating wheat crops look good in some areas, poor in others. They are also reporting seeing quite a bit of cheat. Peanut producers are reporting peanut crops look good. Producers are stating overall seed sales are average.

Seed testing activity for the Section remained normal for December. A total of 87 samples were received for testing. Most crops that were tested consisted of mung beans, native grasses such as crabgrass, bermudagrass and noxious weed checks. There were four Seed Law violations discovered due to out-of-date test dates, resulting in 200 pounds of livestock forage and 195 pounds of tall fescue being placed under stop sale. All infractions have since been remedied.

GENERAL CHEMISTRY SECTION: (Johnathan White, Environmental/Chemical Laboratory Scientist IV)

November was a decent month overall for the Section. The Section is still not completely up to expected feed rush numbers but have had a slight up-tick that should be increased as CPS cuts off fertilizer testing. However this is allowing us to continue to refine the process associated with the new CPS sheet system. As of early December I feel that we have worked out most of the major issues we were having with the new system so we should be able to handle the increase with minimal problems. Overall I feel that the Section is set up to continue exceeding goals and expectations.

We received 252 samples, completed 237 samples consisting of 1196 determinations. Our targets for feed rush are around 300-350 samples per month and completing over 1500 determinations. Although we are not currently hitting these targets we are still on trend to complete over 2500 CPS samples with over 15,000 determinations for the fiscal year.

We had our fifth consecutive month of completing all prior month samples before the end of the month. Our turnaround time is currently at 18.33 days, right on target for our goals. This number is really good considering the down time due to holidays and vacation schedules during the month.

Overview of Section numbers for the month:

	Feed	Fertilizer	Lime	Total
Samples Received	226	20	6	252
Samples Completed	197	32	8	237
Determinations	1085	65	46	1196
Violations	96	12	0	108
Violation %	8.85%	18.46%	0.00%	9.03%

December was a productive month for the Section, considering there were schedule limitations, holidays, vacations and some equipment issues. Luckily, we have managed to get all the equipment issues repaired and back up and running by the first full week of January. Our LECO Combustion analyzer and Ankom Fiber Analyzer both had tubing/seals fail mid-December but the Section was able to repair both units with minor cost.

The Section received 260 samples, completed 251 samples consisting of 1330 determinations. Our targets for feed rush are around 300-350 samples per month and completing over 1500 determinations.

The Section was able to clear out all samples received prior to December by the end of the month, keeping on trend the maximum hold time for samples. Our turnaround time is currently at 20.42 days, slightly exceeding our target. The Section is expected to see a slight increase in January turnaround times due to the LECO being down leading into the month.

Overview of Section numbers for the month:

	Feed	Fertilizer	Lime	Total
Samples Received	257	2	1	260
Samples Completed	241	8	2	251
Determinations	1304	12	14	1330
Violations	116	4	0	120
Violation %	8.90%	33.33%	0.00%	9.02%

PESTICIDE SECTION: (David Smith, Environmental/Chemical Laboratory Scientist IV)

For November, new samples have slowed as expected at the end of the Hemp growing season. Residue analysis for routine soil samples have continued to complete in good time, while the backlog of vegetation samples has made further progress. The residue LC-TripleQuad instrument was serviced and made operational again.

Pesticide Section samples completed:

In the month of November, the Section completed 33 samples. Below is the table showing the number of samples, tests per sample, and determinations (Det.) per sample with turnaround times (TAT). The average TAT for samples completed this month is 68 days.

	Number of samples	Test	Det.	Average TAT (days)
Residue Vegetation	14	32	244	139
Residue Soil	4	4	4	26
Residue Water	-	-	-	-
IFA Soil	-	-	-	-
Residue, Other	-	-	-	-
Concentrate	1	4	3	33
Tank Mix	-	-	-	-
Proficiency Test	2	2	2	14
Hemp	12	12	12	10

Average Residue Turnaround Time: 104 days
Average Formulation Turnaround Time: 20 days
Average Hemp Turnaround Time: 10 days

Totals		
# of Samples	# of Tests	# of Determinations
33	54	265

Samples the Section received by month:

The Section received 14 samples this month, comprising 14 tests. All new samples received are for Hemp analysis (see Fig A).

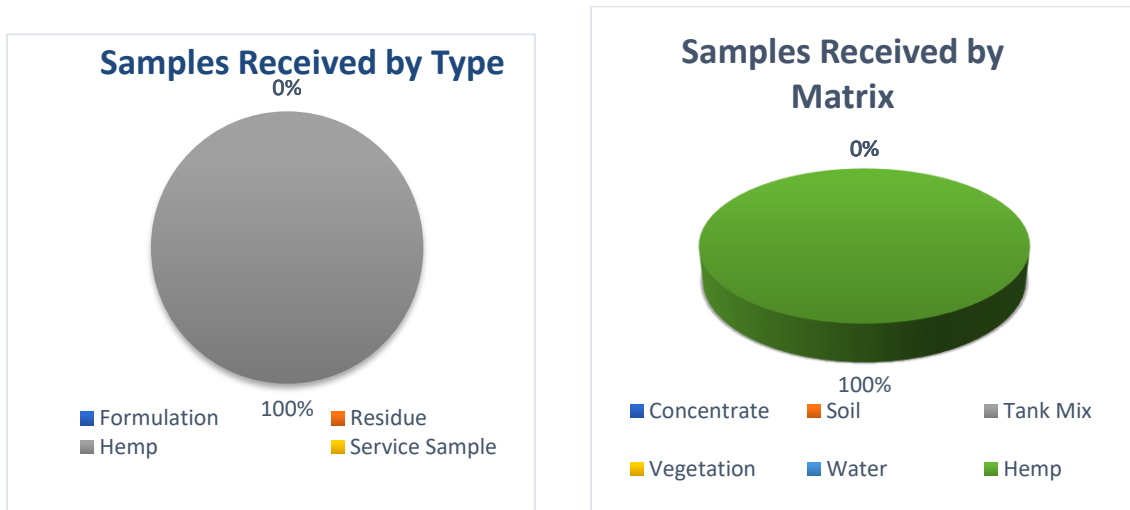


Fig A. Pie charts representing the number of samples received by type (left) and matrix (right).

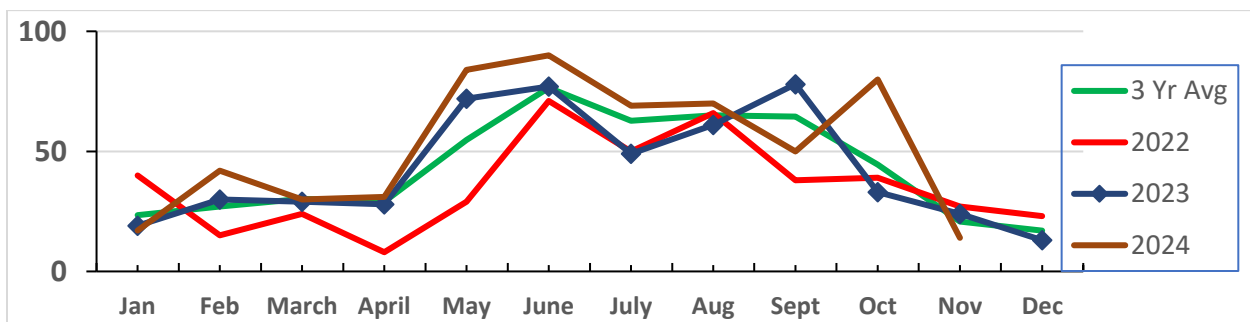
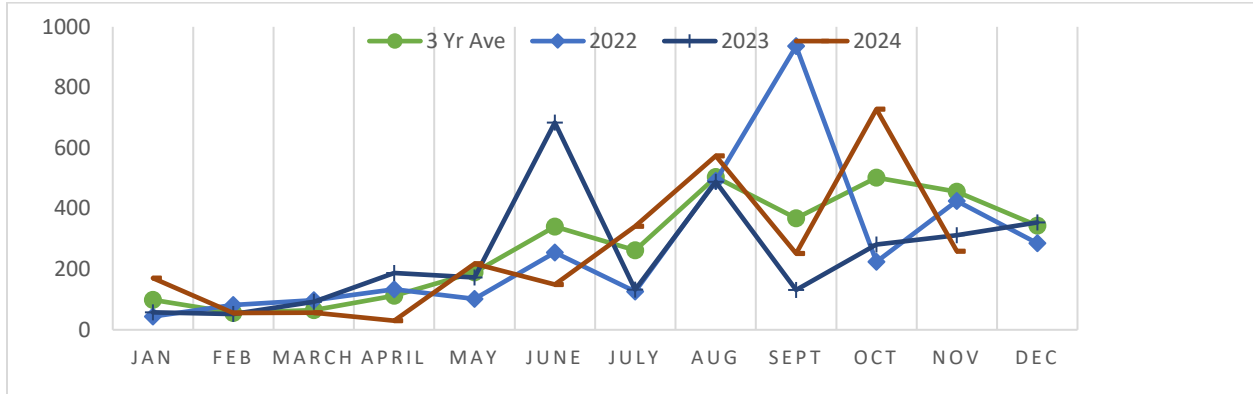


Fig B. Graph showing the number of samples received by the Section each month.

Determinations the Section completed by month:

This month, the Section completed 265 determinations with most of the determinations on residue vegetation samples and hemp samples.

Fig C. Graph showing the number of determinations completed each month.



For December, hemp samples and residue soil samples have continued to arrive and be analyzed at a steady pace. The Section has completed residue analysis of vegetation samples for FY24, and can now work on catching up for FY25. Bid response for new residue LC-triple Quad instrument is being evaluated.

Pesticide Section samples completed:

In the month of December, the Section completed 36 samples. Below is the table showing the number of samples, tests per sample, and determinations (Det.) per sample with turnaround times (TAT). The average TAT for samples completed this month is 56 days.

	Number of samples	Test	Det.	Average TAT (days)
Residue Vegetation	11	34	122	167
Residue Soil	12	12	12	8
Residue Water	1	2	8	9
IFA Soil	-	-	-	-
Residue, Other	-	-	-	-
Concentrate	-	-	-	-
Tank Mix	-	-	-	-
Proficiency Test	-	-	-	-
Hemp	12	12	12	6

Average Residue Turnaround Time: 81 days
Average Formulation Turnaround Time: -- days
Average Hemp Turnaround Time: 6 days

Totals		
# of Samples	# of Tests	# of Determinations
36	60	154

Samples the Section received by month:

The Section received 52 samples this month, comprising 61 tests. New samples received were split between Residue and Hemp (see Fig A).

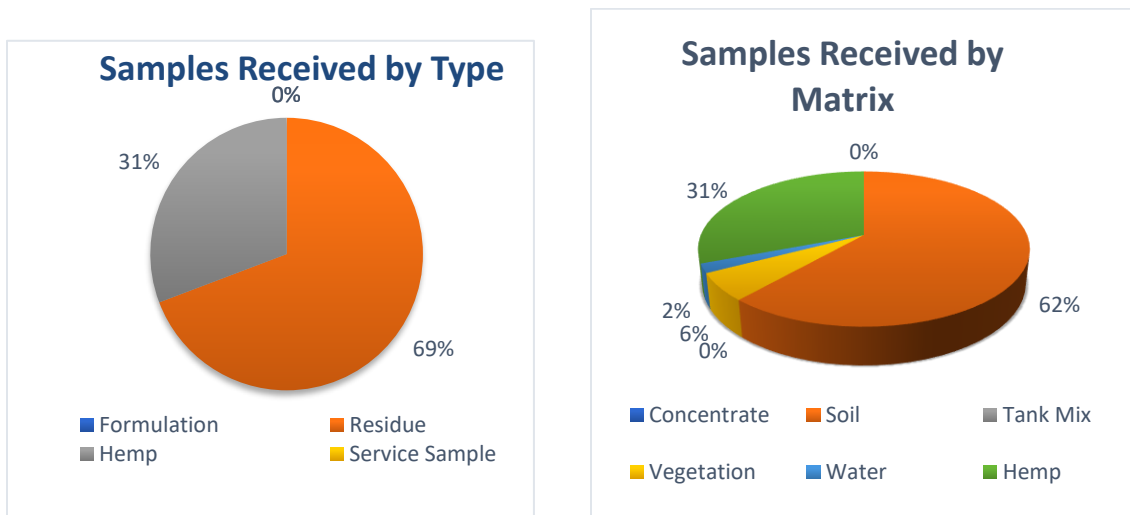


Fig A. Pie charts representing the number of samples received by type (left) and matrix (right).

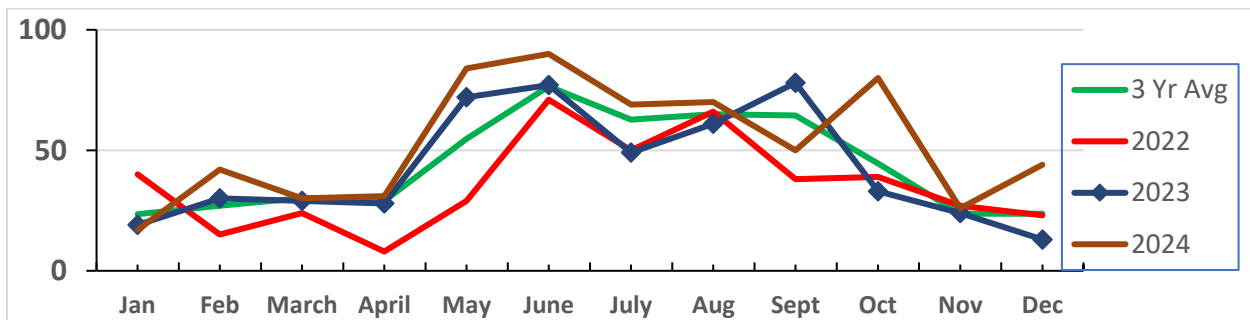
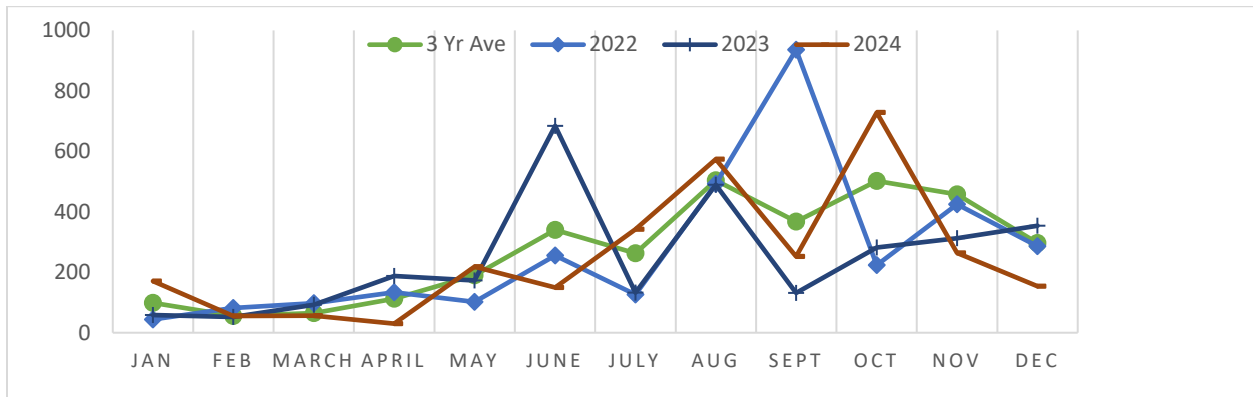


Fig B. Graph showing the number of samples received by the Section each month.

Determinations the Section completed by month:

This month, the Section completed 154 determinations with most of the determinations completed on residue vegetation samples.

Fig C. Graph showing the number of determinations completed each month.



OKLAHOMA BUREAU OF STANDARDS: (William Krivanek, Metrologist II)

The following is a workload summary for the Bureau of Standards from November 1st through November 30th.

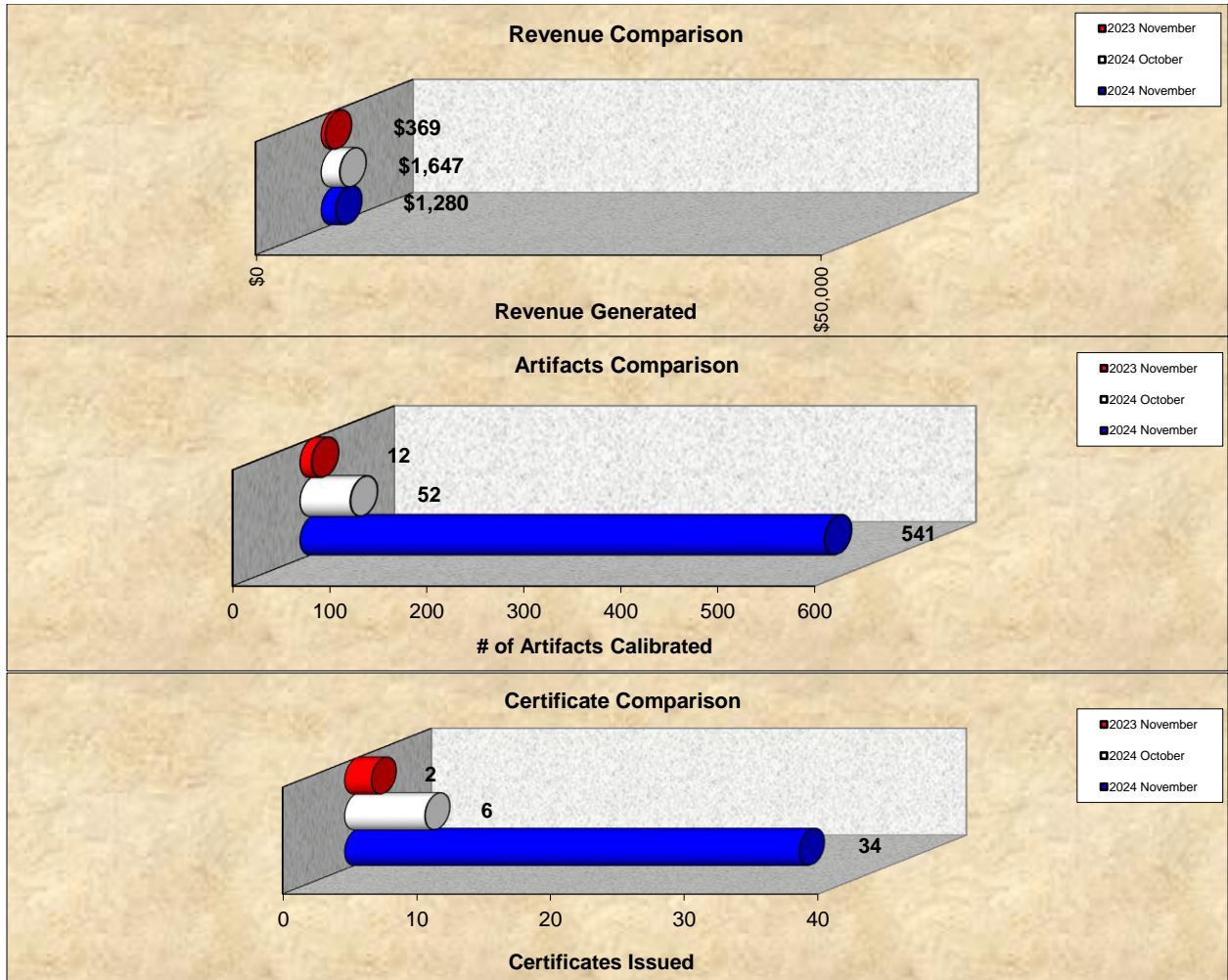
The Bureau of Standards generated a revenue of \$1,280.00 during the month of November 2024. All appointments in November focused on Mass echelon III calibrations. Many of these appointments did not generate revenue, as they were primarily conducted for the Consumer Protection Services (CPS) division.



Pictured: This is a weight kit that was calibrated for the CPS division.

Month	#	Fees	% of Fees	# Standards	% of Standards
Out-of-State Customers	1	\$100.00	8.00%	1	0.20%
In-State Customers	4	\$1,180.00	92.00%	540	99.80%
Totals	5	\$1,280.00	100.00%	541	100.00%

Echelon	Total Fees not Charged	# Working Days Lead Time to Next Available Date for Calibration
Mass I / II	\$0.00	0
Mass III	\$5,978.00	0
Volume	\$0.00	0



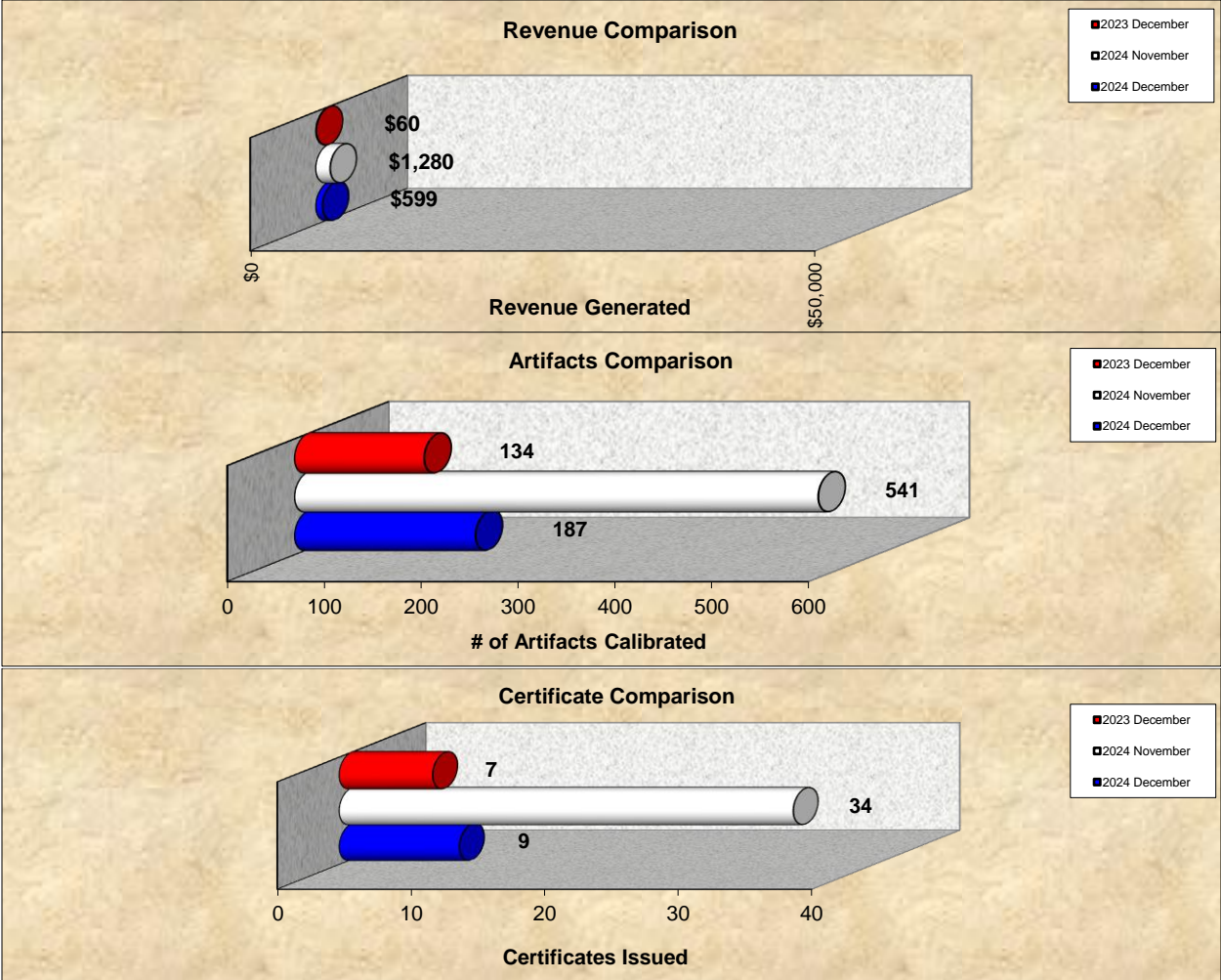
The following is a workload summary for the Bureau of Standards from December 1st to December 31st. During the month of December 2024, the Bureau of Standards generated revenue of \$599.00. Throughout the month, all appointments were scheduled for Mass III calibrations. Multiple appointments were specifically for the Consumer Protection Services (CPS) division.

Pictured: Bureau of Standards Retiree, Richard Gonzales, was awarded a plaque for his dedication and years of service to the Bureau at the December 2024 board meeting.



Month	#	Fees	% of Fees	# Standards	% of Standards
Out-of-State Customers	0	\$0.00	0.00%	0	0.00%
In-State Customers	2	\$599.00	100.00%	187	100.00%
Totals	2	\$599.00	100.00%	187	100.00%

Echelon	Total Fees not Charged	# Working Days Lead Time to Next Available Date for Calibration
Mass I / II	\$0.00	0
Mass III	\$1,107.00	0
Volume	\$0.00	0



Respectfully Submitted,

Brian McDowell
 Laboratory Director
 Laboratory Services Division

**BOARD REPORT
 AGRICULTURAL LABORATORY SERVICES
 NOVEMBER 2024 ACTIVITIES**

FEED SAMPLES	226
FEED DETERMINATIONS	1085
POSSIBLE VIOLATIONS	96
FERTILIZER SAMPLES	20
FERTILIZER DETERMINATIONS	65
POSSIBLE VIOLATIONS	12
LIME SAMPLES	6
LIME DETERMINATIONS	46
POSSIBLE VIOLATIONS	0
PESTICIDE SAMPLES	33
PESTICIDE DETERMINATIONS	265
POSSIBLE VIOLATIONS	0
MEAT SAMPLES	0
MEAT DETERMINATIONS	0
VIOLATIONS	0
INORGANIC LAB SAMPLES	192
DETERMINATIONS	1464
SEED SAMPLES	140
SEED DETERMINATIONS	174
POSSIBLE VIOLATIONS	0
BUREAU OF STANDARDS CERTIFICATES	34
NUMBER OF STANDARDS CALIBRATED	541
FEE CHARGES	\$1,280.00
DAIRY SAMPLES	234
DAIRY DETERMINATIONS	577
POSSIBLE VIOLATIONS	7
TOTAL SAMPLES	885
TOTAL DETERMINATIONS	4217
TOTAL POSSIBLE VIOLATIONS	115

**BOARD REPORT
 AGRICULTURAL LABORATORY SERVICES
 DECEMBER 2024 ACTIVITIES**

FEED SAMPLES	257
FEED DETERMINATIONS	1304
POSSIBLE VIOLATIONS	116
FERTILIZER SAMPLES	2
FERTILIZER DETERMINATIONS	12
POSSIBLE VIOLATIONS	4
LIME SAMPLES	1
LIME DETERMINATIONS	14
POSSIBLE VIOLATIONS	0
PESTICIDE SAMPLES	36
PESTICIDE DETERMINATIONS	60
POSSIBLE VIOLATIONS	154
MEAT SAMPLES	0
MEAT DETERMINATIONS	0
VIOLATIONS	0
INORGANIC LAB SAMPLES	165
DETERMINATIONS	1283
SEED SAMPLES	87
SEED DETERMINATIONS	117
POSSIBLE VIOLATIONS	4
BUREAU OF STANDARDS CERTIFICATES	9
NUMBER OF STANDARDS CALIBRATED	187
FEE CHARGES	\$599.00
DAIRY SAMPLES	216
DAIRY DETERMINATIONS	514
POSSIBLE VIOLATIONS	3
TOTAL SAMPLES	773
TOTAL DETERMINATIONS	3491
TOTAL POSSIBLE VIOLATIONS	281



OKLAHOMA FORESTRY SERVICES BOARD REPORT

Serving Oklahomans by conserving, enhancing, and protecting our forest and natural resources for present and future generations.

Forestry Services' board report is formatted to reflect the priorities of the National Cohesive Wildland Fire Management Strategy, which include Resilient Landscapes, Fire Adapted communities, and Wildfire Response.

Activity from November 16, 2024 thru January 15, 2025

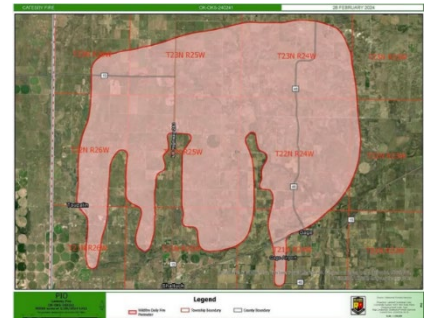
FIRE MANAGEMENT

Executive Summary - Wildland Fire Activity and Outlook

Calendar Year 2024 proved to be challenging regarding wildfire preparedness and response. Every year and every season in Oklahoma offers unique challenges. The challenges faced in 2024 included dramatic swings in precipitation and temperature, development of extreme drought through a hot/dry summer and rapid changes in the fire environment that resulting in punctuated periods of high fire occurrence and severity.

2024 OFS Wildland Fire Statistics (January 1 thru December 31, 2024)

Wildfires Response:	1,691 Wildfires Burning 295,179.2 Acres
Structures Directly Protected:	6,997 Structures valued at \$431,413,225.00
Structures Lost:	88 Structures valued at \$9,801,600.00
Prescribed Fire:	56 Fires treating 18,096 Acres



Catesby Fire Map (February 2024)

As resistance to control intensified, 104 large fires (100 acres timber / >300 acres grass-brush) of the OFS responses accounted for 6.1% of the total fires and 60.5% of the total acres burned increased. Categorically significant fires (or those burning >5,000 acres and/or significant loss of values at risk) occurred five times during 2024 with the largest being the Catesby Fire in Ellis County that burned 89,688 acres with 10 lost residences.

Fire causes were primarily human-caused:

- Escaped Debris (Natural Debris): 10.2%
- Escaped Debris (Trash): 4.1%
- Escaped Control Burn: 9.1%
- Escaped Prescribed Fire: 1.8%
- Incendiary: 62.5%
- Electrical: 1.8%
- Equipment: 8.5%
- Structure Fire: 0.1%
- Lightning: 0.7%
- Railroad: 0.2%
- Smoking: 0.2%
- Campfire: 0.6%
- Children: 0.1%
- Other (Not Specified) 0.1%

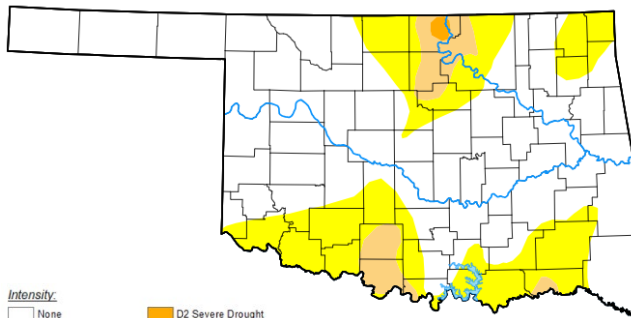
Wildfire Statistics (Reporting Period January 1 through January 13, 2025)

Year-to-Date Wildfires: 1 Wildfire Burning 0.5 Acres

Prescribed Fire Statistics

Year-to-Date Prescribed Fires: No New Activity

Wildfires in CY 2025 have gotten off to a slow start with this dip in activity providing opportunities for numerous training courses to be completed including: Annual Wildland Fire Refresher; Work Capacity Testing; First-Aid/CPR; Defensive Driver; and, Emergency Vehicle Operation. Additionally, engine and equipment maintenance are ongoing as well as fire readiness activities. OFS fire resources are also conducting wildland fire training for Oklahoma State University Natural Resource Ecology and Management Department and Oklahoma State University Fire Service Training.



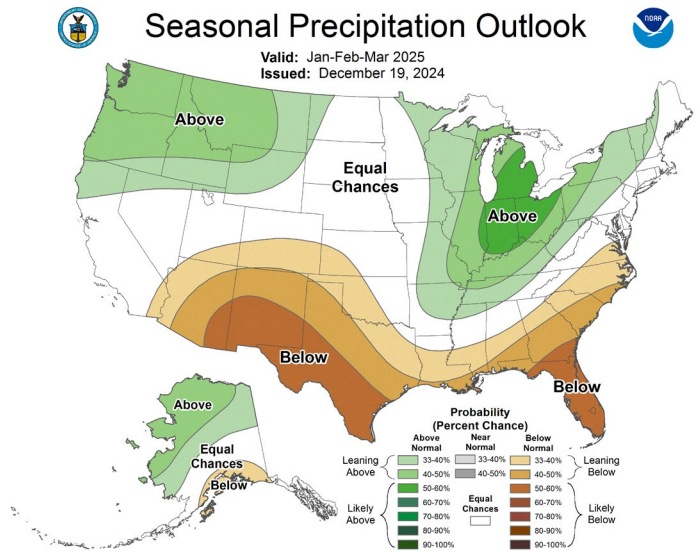
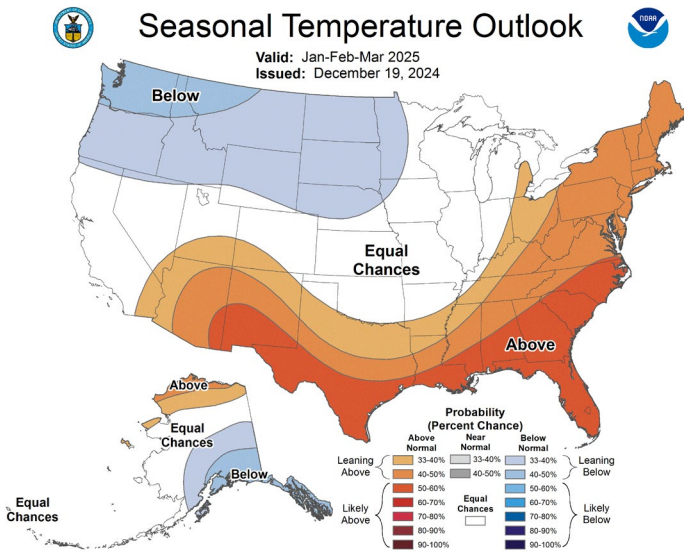
Fire Environment Outlook

The dormant season brings concern for increased wildfire activity. The predominance of dormant fuels across the state are susceptible to rapid drying at this time of year. The current ENSO discussion continues to point toward a weak La Niña conditions persisting in February, through March and into April. This prompts an expectation of warmer/drier conditions overall despite the stretch of wintry weather that is expected to dominate January. Current model data points to a Pacific ridge building in by mid-February enhancing the warmer/drier expectation and opens the door for fire-effective weather patterns to traverse Oklahoma. It is much too soon to develop a truly accurate outlook without a clear climatological signal. However, current data does suggest an active wildfire pattern in February and March aligning with the climatological expectation. The level of severity is questionable.

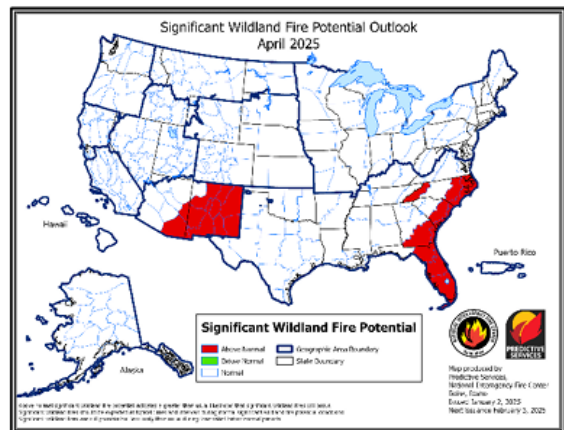
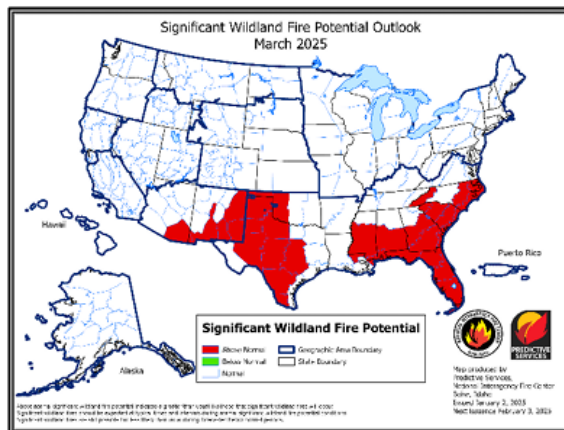
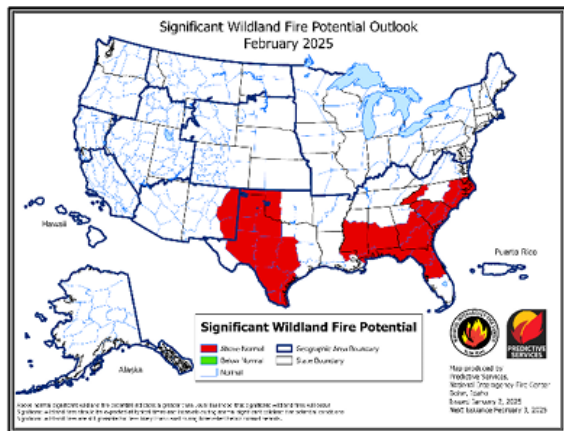
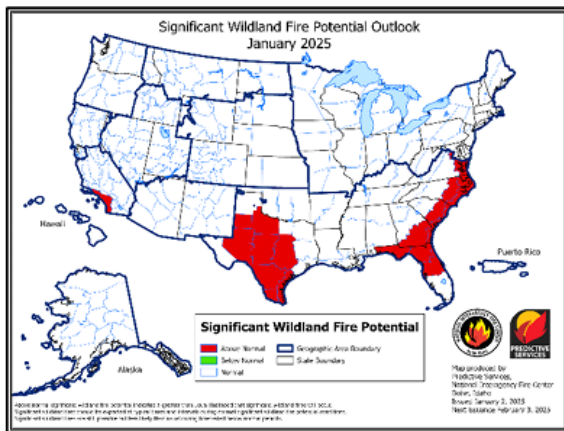
The current Drought Monitor shows much improvement from the conditions endured during the fall months. The expansive D3-Extreme Drought is replaced with only one-third of a percent of Oklahoma's land mass experiencing D2- Severe Drought indices. The Seasonal Drought Look that extends into March holds the current abnormally dry areas in place and some potential for drought degradation in the southern-tier counties. Additionally, soil moisture has expressed marked improvement, especially in the upper levels of soil.

Seasonal Temperature and Precipitation Outlooks support the weak La Niña expectation through March; a period where Oklahoma experiences the highest number of fires on the landscape. The anticipated temperature outlook is ordinary with equal chances expected through the season while the odds favor drier than normal conditions across the western half of the state. During this period, OFS actively monitors for the triggers that drive expectations for increasing fire occurrence and severity:

- ≥ 5 Days Since Wetting Rain
- Critical Fuel Moisture Thresholds
 - 1 Hr. 3%
 - 10 Hr. 8%
 - Accelerated Drying
 - Fire-Effective Weather Patterns
- Positive Temperature Anomaly
- Intensifying Energy Release Component



The National Significant Wildland Fire Potential Outlook, developed with interagency input, also supports the expectation of the current dormant fire season returning to the Southern Great Plains; this includes Oklahoma emphasizing the western third of Oklahoma and Oklahoma Panhandle during February and March.



Hazardous Fuels Mitigation

Wildfire Mitigation Crews completed pile burning at Turner Falls in mid-December. This completes all mitigation work scheduled by OFS covered by the City of Davis CWDG grant award. Crews will be starting the last portion of mechanical work at Tulsa's Turkey Mountain. An estimated two months' worth of additional work will utilize the full amount of the 2022 State Fire Capacity Grant award; this grant is set to expire in June 2025.

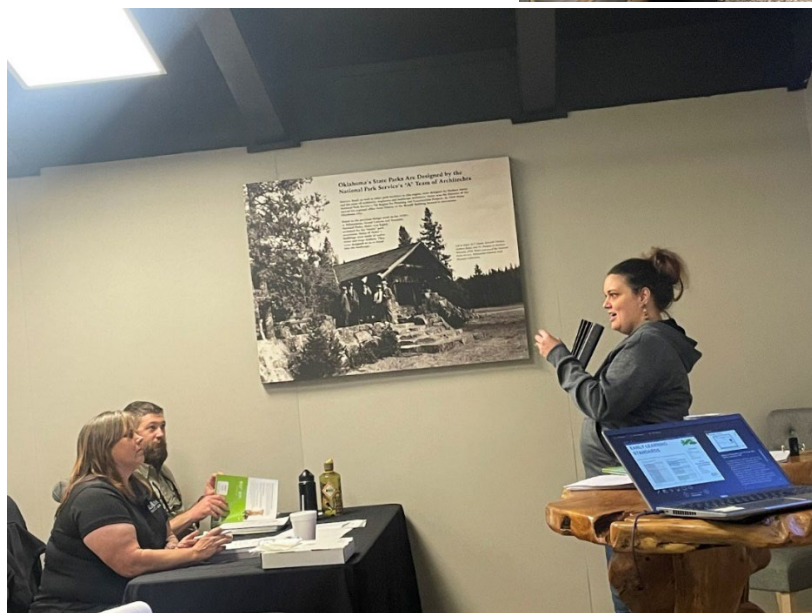
OFS is scheduled to begin mitigation work Gilcrease Museum in far NW Tulsa once work is complete at Turkey Mountain. This project will be a rather large including all aspects of mitigation and will carry deep into 2025 to complete. Scheduling will potentially be hampered by elevated fire season activity.

COMMUNITY OUTREACH AND COMMUNICATIONS

FORESTRY EDUCATION

On November 22nd, Education Coordinator Tony Pascall taught a Project Learning Tree workshop for K-2nd grade teachers at Moore Public Schools. Thirty-two teachers learned best practices for outdoor and environmental education, and now have the tools to teach about forestry in their own classrooms.

On November 23rd, Tony taught a PLT workshop for Oklahoma State Park Naturalists and teachers at Beavers Bend State Park in Hochatown. Twenty-seven formal and informal educators took part in this extended workshop on outdoor education that covered early childhood topics as well as K-8.



On December 11th, Tony went to Muskogee to teach with the Jr. Master Gardener Program. They taught a lesson on decomposition, decomposers, and forest regeneration to about 30 students. Through this process, Tony also modeled teaching best practices to the Jr. Master Gardener teachers who had asked for assistance.

On January 6th, Tony collaborated with Annie Davis from Ag in the Class to put on a Professional Development workshop for elementary and middle school teachers in Kansas, OK. Fifty-two teachers from four school districts attended the course and learned about forestry and agriculture activities that they can incorporate into their classes this semester. One teacher in attendance said it was "one of the best workshops I have ever attended."

COMMUNICATIONS

Information Representative Keith Merckx attended the Emerald Ash Borer Bio Control Workshop at Southern Tech in Ardmore along with attendees from ten other states as far away as Maine and the Dakotas. The focus was deployment of parasitoids that target EAB larvae. These will be used in Oklahoma as they already are in other states. The information on biocontrol efforts as well as extensive background on EAB will facilitate effective messaging to the public and other stakeholders as EAB grows as major concern in Oklahoma.



OFS Centennial commemoration is underway. There have been daily social media posts featuring photos, news stories, and other items from the past 100 years. Other projects are in the works including a special “throwback” edition of Forest Trees of Oklahoma, the first OFS publication.



Keith is in the thick of his first of two years as the Southern Group of State Foresters Communications Representative on the federally-run [Landscape Scale Restoration Program](#) Grant Review Committee. The process of reviewing the newly submitted proposals is now underway with a mid-February deadline for submission of final assessment and comment.

URBAN AND COMMUNITY FORESTRY

- November 19th Urban Forestry Coordinator Riley Coy and Urban and Community Partnership Coordinator Elizabeth Bland-Corbishley attended the Urban and Community Forestry Coordinators National meeting in Chicago where they heard presentations from around the nation as well as updates from the U.S. Forest Service.
- November 20th - 21st both Riley and Elizabeth attended the Partnership in Community Forestry Conference also in Chicago. This conference one of the largest gatherings of urban forestry professionals in the nation with representatives from the U.S. Forest Service, States, Cities, businesses, and non-profits.





Tree sapling with students.

- November 22nd Riley attended the Keep Oklahoma Beautiful Environmental Excellence Celebration along with Dieter Rudolph, Mark Goeller, and Keith Merckx from Oklahoma Forestry. This year the recently retired Mark Bays received the Lifetime Achievement Award for all his TREE-mendous work throughout his 33-year career.
- December 2nd Riley presented at the Healdton Journey of Hope.
- December 4th Riley and Elizabeth visited Shawnee, OK to discuss plans for their IRA grant project to plant trees and continue storm recovery from the tornado that went through Shawnee in 2023.
- December 6th Elizabeth and Keith Merckx went to Molly and Socks Christmas Tree Farm in Bristow, OK to tour their farm and pick up the Christmas tree for the ODAFF building. Follow this link for a [video of that visit](#).
- December 7th Riley presented and planted a Survivor Tree sapling at Westminster Presbyterian Church as part of an Eagle Scout project with Scouting America. The project will culminate with Survivor Tree Seedlings being planted all along the Oklahoma City Memorial Marathon route.
- December 9th Riley presented at the Mount St. Mary Journey of Hope event with the Oklahoma City National Memorial. There he planted a Survivor

- December 9th Riley helped install the Governor's Christmas Tree donated by Martinbird Tree Farm in Tuttle, OK with Lee Benson, Kirsten Hollansworth, and JanLee Rowlett of ODAFF.
- December 12th Riley and Elizabeth met with professors from Oklahoma State University and St. Francis of the Woods to review a potential Capstone project for the OSU Forestry seniors.
- December 18th Elizabeth presented and planted a Survivor Tree sapling in Waukomis, OK at the Journey of Hope event.
- December 30th Riley helped plant a Survivor Tree at Will Rogers Park in Honor of Mark Bays with members of the Oklahoma City Parks and Recreation Team.
- January 6th Riley and Elizabeth had the privilege to transport the ODAFF and Governor's Christmas trees to be recycled at Will Roger's Park where they will be turned into mulch that is available to residents of Oklahoma City.
- January 7th Elizabeth presented a Survivor Tree sapling to Muskogee High School as part of the Journey of Hope event with the Oklahoma City National Memorial and visited NSU Muskogee to look at potential tree planting sites.
- January 8th Riley and Elizabeth performed a second site visit to Shawnee to discuss their revised planting plan as part of the IRA grant Shawnee received from Oklahoma Forestry Services.



FOREST INVENTORY AND ANALYSIS

OFS' Forest Inventory & Analysis (FIA) team has stayed busy through the winter focusing on southern and western counties. Plots were surveyed for wildfire risk, vegetation profiles, biomass accumulation, and invasive species presence in the following counties: Lincoln, Logan, Oklahoma, Creek, Noble, Woodward, Major, Dewey, Roger Mills, Harmon, Love, McCurtain, Pushmataha, Choctaw, and Bryan. The FIA crew has completed the year's data collection and will begin anew in late January.



FOREST TREE IMPROVEMENT CENTER/FOREST REGENERATION CENTER

The Forest Regeneration team at Goldsby held a quick ribbon cutting ceremony (Forestry Services style!) for the delivery of a new Kubota series tractor. The much-needed tractor was purchased through a USFS Stewardship grant. The delivery of the equipment was perfect timing to assist nursery staff with harvesting the nearly to 2 million bare-root seedlings ordered this planting season.



The nursery recently wrapped up its fall nut planting. The FRC plants several different oak varieties, along with black walnut and pecan in the late fall or early winter months. The smaller seeds or acorns are machine planted with the nut planter. The larger nut species, such as black walnut and bur oak, must be planted and covered by hand. It is a group effort to ensure planting is done in a timely manner prior to lifting season, which starts in January.



FOREST LEGACY PROGRAM

Madison Gore travelled to Washington DC to sit on the National Forest Legacy Panel. She participated in the two-day discussion to determine the list of Forest Legacy projects to be funded from the Land and Water Conservation Fund in Federal FY26. She gained first-hand experience and knowledge of the decision-making process and considerations made when projects are determined to be funded or not.



FOREST HERITAGE CENTER (FHC)

- **Membership Program Development:** Preparations and installations for our new Membership Program began. This included designing membership tiers and implementing systems to effectively manage memberships and member relations.
- **Art Sales Policy Program:** A new policy program for art sales was finalized and implemented to enhance operational efficiency and transparency in this area.
- **Annual Christmas at the Cabin:** Throughout December, the Forest Heritage Center hosted its annual Christmas at the Cabin event, attracting nearly 5,000 visitors.
- **Opening Weekend Highlights:** The FHC hosted the Republican House Party, which featured guided tours and goody bags showcasing over 20 businesses from Broken Bow, Oklahoma.
- **First Saturday Program Plan Finalization:** Plans for the 2025 First Saturday Program were completed, ensuring a diverse lineup of engaging educational events for the coming year.
- **First Day Hike Participation:** The Forest Heritage Center participated in the annual First Day Hike, welcoming over 200 visitors. Educational programs included information on the history of the day and the Year of the Snake (2025). We emphasized safety tips for encountering snakes, fostering awareness and respect for these vital parts of our ecosystem.
- **Scholarship Program Launch:** The scholarship program for 2025 has been launched, and applications are being sent out promptly to ensure robust participation.
- **Artist of the Year Gallery Preparations:** Work is underway for the Artist of the Year Gallery. Images and additional details will be shared in the attached materials.
- **Membership Engagement:** Continued efforts to grow and nurture our membership base will be a key focus.
- **Event Planning:** Preparations for the Artist of the Year Gallery and the First Saturday Program will remain top priorities.
- **Community Involvement:** Expanding partnerships with local businesses and community stakeholders to enhance events and offerings at the Forest Heritage Center.
- **Grant Support:** December of 2024 – Grant writing and applications of multiple grants to assist in funding our Forest Heritage Story.

PROGRAM HIGHLIGHTS FROM THE EASTERN AREA OFFICES

NORTHEAST AREA

Fire Protection Highlights

- From November 15th through January 9th, the Northeast Area had seventeen fires that burned 148.8 acres in the Protection Area. The NE Area completed seed collections and delivered to the nursery.
- A new Peterbilt transport truck had the equipment bed installed and is now in service.
- NE Area Forest Rangers Tony Hadley, Dusty Ryals, Heath Jones, and Travis Garrison assisted Animal Industries with the Avian Flu response in northern Adair County. This emergency response involved the assistance of local fire departments, Chance and Westville, and Oklahoma Forestry Services to assist Animal Industries with thousands of gallons of water needed to complete the job.
- Craig Longshore assisted with the EVO training completion and set dates for upcoming training in January for all the Areas.
- The Work Capacity Test scheduled for January 8th was postponed until further notice due to extreme weather.
- Cliff Eppler presented a fire prevention program at Memorial Library in Sallisaw on November 19th.



- Cole Hix, Charles Kimble, and Kaley Helton presented a fire prevention program at Greenwood Elementary in Tahlequah on December 13th.



Forest Management Program Highlights

Connie Robinson assisted ten landowners with forestry related issues in the Jay District. She wrote one prescribed burn plan for a Delaware County property addressing 249 acres. Connie worked on a timber theft assessment in Delaware County. She wrote two Forest Stewardship Plans, one in Delaware County covering 144 acres and the other in Rogers County covering 60 acres.

Harris Groberg wrote a Forest Stewardship plan for a property in Muskogee County coving 50 acres. Harris assisted with a forest fire prevention program at Muldrow Public Library. Harris completed his first aid and SEAT trainings. He helped two landowners in his area with timber harvest information. Craig Longshore attended a fire science meeting at Camp Gruber on the 5th of December. Ryan Pope assisted two landowners with Cross Boundary Grant assistance. Ryan conducted Tree of Heaven surveys in Cherokee County. He assisted with tree care, planting, prescribed burning and species identification.

Administration

Kaley Helton attended an Incident Management Team meeting on December 10th in Oklahoma City.

Ongoing Issues & Upcoming Events

- NE Area Jay Ranger Position
- EVO Training
- 1/16/2025 - FFA NE Forestry Competition
- 4/8/2025 - S-130 Basic Wildland Firefighting and S-190 Introduction to Wildland Fire Behavior in Adair County

EAST CENTRAL AREA

Forest Protection Highlights

Since the last board report, the East Central Area has suppressed 13 fires that burned 56.2 acres within the Protection Area.

- Two (2) primary structures were saved with a total estimated value of \$175,000.00
- One (1) secondary structure was lost valued at \$48,000.00

The EC Area conducted their annual Work Capacity Test. It is a job-related test administered to help ensure that wildland firefighters have the physical ability to perform arduous work. OFS administers the national standard test which requires that participants walk 3 miles in 45 minutes or less while wearing a 45 lb. pack. Arduous work involves above average endurance (aerobic fitness), ability to lift more than 50 pounds (muscular fitness), and occasional demands for extraordinarily strenuous activities. All OFS wildland firefighters perform arduous duty and must pass this test annually as a condition of employment.



Hazardous Fuels Mitigation

OFS employees Brian Ryles, Aaron Williams, Billy Riggs, and Caleb Fields met with board members of the VFW Oklahoma Homes Inc to discuss and plan an upcoming project for the VFW and city of Wilburton that will include forest fuels mastication and prescribed burning. Both practices will be used to reduce the risk of wildfires and improve forest health. It can also create defensible space around homes and buildings by slowing the spread of wildfires.

Forest Management Highlights

Forester Eddie Woods prepared two (2) prescribed burn plans covering 450 acres. Forester Brandon Faulkenberry also met with a representative of the Camp Tom Hale Boy Scouts of America and assessed the property for potential thinning and prescribed burning needs. Pine seedling orders have been placed in preparation for the upcoming planting season. This upcoming season will consist of an interplanting for the Lake Wister Association along the Frisco Trail public use area.

Information / Education

Two employees are slated to attend the East Texas Interagency Wildfire & Incident Management Academy held in Lufkin, Texas at Angelina College. These courses are upper-level fire management courses that are requirements for Task Force Leader and Division Supervisor qualifications. OFS will also have employees attend the Arkansas River Valley Fire Academy as instructors.

Forest ranger Brayden Hoffman recently obtained his permanent Class A CDL Driver License. Once again, the OFS-led Entry Level Driver Training is proving to be very effective in helping new employees obtain their Class A cdl. A thank you goes out to Clayton Hurst, Garret Rowland, and Bobby Eubanks who worked with Brayden on the pre-trip inspection, backing, parking, and driving maneuvers in preparation for testing.

Personnel Update

East Central recently filled the Yanush Unit Forest Ranger I vacancy in southern Latimer County. We would like to welcome new employee Blake Hadley to OFS. Blake comes to OFS with a background in diesel mechanics and heavy equipment operation. Blake has also owned and operated a past BBQ business in Hochatown, OK and worked as a rig manager in the oilfield. We look forward to the contributions that Blake can make to the EC Area and agency with his skills and experience.



EC Area also is in the process of posting another vacancy for a Forester I position. This vacancy was created by the resignation of forester JT Allen. The Forester I position is an entry level position whose primary duties involve working closely with private forest landowners to meet their timber and land management objectives. The position also provides wildfire response and prescribed burning assistance within the agency.

Safety / Training Highlights

OFS recently concluded instruction of the S-130/190 course at OSU for 21 students. OFS will also instruct the S-130/190 for approximately 25 Pittsburg County fire department personnel at the Canadian fire department. This course is an introductory course designed to train entry-level firefighters. Participants gain knowledge of the basic incident management organization, firefighting techniques, suppression equipment, safety, strategy/tactics, and fire behavior. Field exercises are conducted for valuable hands-on-training. This course encompasses both field and classroom units.



Ranger Clayton Hurst, OSU field exercise



Rangers Terron Gee and Clint Vaughn, OSU field exercise

Ongoing Issues

Again, with new employees coming onboard, the most pressing issue facing the EC Area will continue to be new employee training in preparation for the upcoming spring fire season. With fire season just around the corner, priority will be ensuring vehicles and equipment are in good operating condition. EC Area recently got the newest Peterbilt dozer truck back from having a bed extended and installed on it. These Class 8 semi-trucks fitted with ramp beds are excellent trucks for responding to fires across the state and for out-of-state fire assignments. EC Area along with SE and NE areas have various combinations of these trucks with some having ramp beds and others with lowboy trailers.



New Class 8 semi w/ dozer

SOUTHEAST AREA

Forest Protection Highlights

- In Protection Fires: Eleven fires were suppressed in November and December that burned 34.5 acres.
- Structures lost: 0
- Structures saved: 2
- Interviews for the Forest Ranger I position at Cloudy have been conducted and a potential new hire is in the hiring process pending approval.

Forest Management/Programs Highlights

- Will Phifer had 15 landowner assists,
- Tyler Hyatt had 9 landowner contacts,
- Jacob Lewis had 8 landowner contacts,
- Jacob Lewis completed one prescribed burn plan in December
- Will Phifer completed site prep on 184 acres
- Broken Bow district collected 200+ pounds of Overcup Oak seed for the nursery.

Prescribed Fire Assistance

- Cory Kellogg and Brock Marble traveled to Thunderbird State Park to assist the Fuels Mitigation crew with prescribed burn preparations.
- Terron Gee and Rodney Lovitt traveled to Turner Falls State park to assist the Fuels Mitigation crew with slash pile burning.

Safety/Training Highlights

- Broken Bow District conducted three safety meetings, one each in November, December, and January. These meetings addressed working outdoors during an open modern firearms season, preventing vehicle accidents, and blood borne pathogens.
- Pat Wayman facilitated safety meetings at the Antlers District covering predicted and expected fire behavior; driving habits and driving incidents; and blood borne pathogens.
- Bryden Walker attended the ICS-300 Intermediate ICS for Expanding Incidents in Coalgate, OK.
- Bradley Walker and Tama Lester attended the S-320 Introduction to Incident Management Teams in Madison, WI. Bradley functioned as the Incident Commander on his team and Tama functioned as the Finance Section Chief on her Team.
- SE Area Forest Rangers needing CPR attend a course presented by Rick O'Daniel.
- Fire extinguisher inspections have been completed for the year at both Antlers and Broken Bow locations.

Recognition/Other:

- Bradley Walker has completed his Incident Commander Type 3 task book and has been signed off. He is fully qualified. Congratulations, Oley!
- Tony Macon attended the Pushmataha County Fire Chief's association meeting.
- Don Cook and Sonny Johnson attended the McCurtain County Fire Chief's association meeting.

Upcoming Events/Activities:

- New radio installations in vehicles
- Site Prep – ripping
- Seedling planting
- The planning period for the prescribed burn at McGee Creek State Park and the WMA have begun.
- Mandatory Emergency Vehicle Operation training at Antlers Technology Center on January 14th for all SE Area employees.
- Fire Weather Meeting in Norman on January 30th.
- Interagency Wildland Fire Assignment meeting TBA
- Quarterly random drug testing
- Asbestos Safety Training

STATE FORESTER ACTIVITIES from 3 October thru 21 November 2024

- Attended the Keep Oklahoma Beautiful *Environmental Excellence Awards* ceremony
- Attended the November meeting of the OSU Fire Service Training Strategic Advisory Board
- Attended Director's Meetings
- Participated in the OFS Incident Management Team "pulse check"
- Attended the December meeting of the Oklahoma Rural Fire Coordinators
- Attended the December Board of Agriculture Meeting
- Completed Defensive Driver training
- Participated in a video production promoting Oklahoma Rural Fire Departments
- Participated in a MS-Teams meeting with the Incident Management Team Course Steering Committee to follow up on the beta delivery of the *S-320 Introduction to Incident Management Teams* course. Goeller serves as the Southern States representative to the course's Steering Committee
- Attended the Oklahoma State Firefighter's Association Executive Board December Monthly Meeting
- Finalized assessment of applications and award of funds for firefighting equipment provided through HB 2797
- Participated in the delivery of *S-520 Advanced Incident Management* course at the National Advanced Fire Resource Institute in Tucson, AZ. Goeller serves as a Steering Committee member/Cadre/Subject Matter Expert for the course.

Respectfully submitted by:

**Mark E. Goeller, State Forester/Director
Oklahoma Forestry Services**



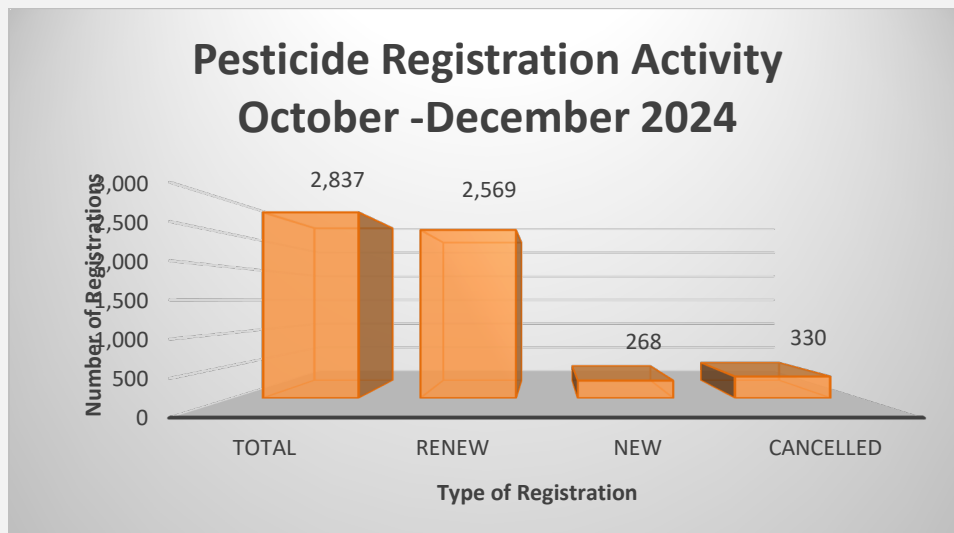
CONSUMER PROTECTION SERVICES DIVISION

JANUARY 29, 2025, BOARD MEETING REPORT FOR NOVEMBER/DECEMBER 2024

PESTICIDE SECTION

Pesticide Registration Activity

Pesticide registrations for October 1st to December 31st in 2024 are presented in the following chart. A total of 2,837 products were registered during this period. 2,569 of the products registered were renewals and 268 were new, while 330 products were cancelled.



Pesticide Applicator's Licenses

Pesticide applicator licenses beginning with M-Z expired on December 31, 2025. Out of the 2,346 active pesticide companies that expired, 1,581 companies have renewed their license.

Stop Work Orders will be issued for nonrenewal before the end of January.

Certified Applicators

Categories that expired on 12/31/2024 – Ornamental & Turf (3A), Interiorscape (3B), Nursery/Greenhouse (3C), Right-of-Way (6), and General Pest (7A).

About 6,500 certified applicators expired at the end of the year and 3,547 have already been recertified.

Table 1. Inspection Count for December 2024

Inspection Type	Number of Inspections
	Dec-24
Marketplace	81
Pesticide Applicator Facility	16
Restricted Use Pesticide Dealer	8
Container Containment Inspection	0
Producer Establishment	0
Use	7
Termite	0
Wood	0
Pre-treat	0
Total	112

* Inspections not yet submitted at the time of this report will be reflected in the next board report

State FIFRA Issues Research Evaluation Group (SFIREG)

Ryan Williams, CPS Assistant Director, represented Region 6 at the December 9th-10th, 2024 SFIREG meeting in Alexandria, VA.

The State Issues Research and Evaluation Group is a network of state officials interested in Federal/State “co- regulation” of pesticides under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). It was established by the Association of American Pesticide Control Officials (AAPCO) with financial support from the U.S. Environmental Protection Agency (EPA). As part of its cooperative agreement with AAPCO, EPA is substantially involved in SFIREG.

SFIREG plays a valuable role in maintaining information exchange and cooperation between the states and EPA to enable states to play a meaningful role in the development of pesticide policies and regulations. SFIREG identifies issues, analyzes them, and provides oral and written comments to the Office of Pesticide Programs (OPP) in EPA’s Office of Prevention, Pesticide & Toxic Substances (OPPTS) on pesticide matters impacting the states in such areas as - registration, training and certification, water quality, endangered species, disposal, and other areas of environmental concern related to pesticide manufacture, registration, use and disposal. SFIREG performs the same function for the Office of Compliance in EPA’s Office of

Enforcement and Compliance Assurance (OECA) regarding compliance with and enforcement of FIFRA and regulations pursuant thereto. In addition, SFIREG provides a mechanism for states to obtain regular updates on EPA’s pesticide regulatory program.

Pesticide Complaints

PESTICIDE COMPLAINTS	December 3, 2024 – January 9, 2025			
	RECEIVED	CLOSED	WARNINGS ISSUED	NO ACTION
CONSUMER GENERATED:	6	6	3	6
MUSK THISTLE:	0	0	0	0
PMR CASES:	12	0	7	0
CASES REFERRED TO OGC:	10			

ENVIRONMENTAL RESOURCE AND HORTICULTURE SECTION

Plant Protection Program

2025 Compliance Agreements

Three of the five missing agreements are waiting on the cottonseed shipping permit from California, which should be completed next month. The other two firms may be out of business.

Total # of firms w/ agreements	# completed	% completed
30	25	83%

Phytosanitary Certificates

Federal

Federal phytosanitary certificates Issued from December 1, 2024 – December 31, 2024

Commercial value of shipment \$1,250 or more:
 16 Federal phytosanitary certificates issued @ \$106.00 each

Commercial value of shipment less than \$1,250:
 5 Federal phytosanitary Certificates issued @ \$61.00 each

Federal Phytosanitary Certificates (December 1, 2024 - December 31, 2024)			
Country	Product	Quantity	Phytos Issued
Hungary	Barrelclover Seed	0.02 Kg	1
Indonesia	Miscanthus Seed	20 Totes	1
Italy	Black Walnut Logs	40 Logs	1
Japan	Agave Plants	14 Plants	1
Japan	Sesame Seed	4 Lbs	1
Japan	Feed	1.65 Lbs	1
The Netherlands	Bermuda Seed	17,229 Kgs	2
Republic of Korea	Mung Bean Seeds	380 MT	4
Republic of Korea	Sesame Seed	1,220,000 Kgs	5
Romania	Wheat Seed	.03 Kgs	1
Thailand	Miscanthus Seed	40 Totes	2
United Kingdom	Barrelclover Seed	.01 Kg	1
		Total:	21

Companies applying for federal phytosanitary certificates:

Baillie Lumber	1
Bluebonnett Feeds	1
International Ingredient	3
Jlee	4
Johnston Seed Co.	2
OSU Bioscience	2
OSU Meriam	1
Tobin Newcomb	1
Sesaco	6

State

State phytosanitary certificates Issued from December 1, 2024 – December 31, 2024
10 phytosanitary certificates for 587 plants



Nursery Program staff are continuing to work with the USDA to set up and use PCIT for issuing state phytosanitary certificates. The paperwork for electronic payment is in progress, and two firms are currently working with CPS to test the system.

Hemp

Application renewal time has begun for 2025, and applications are up from prior years. ODAFF has denied several applicants because they were raided by OBN in 2024 and/or for the grower failing to submit their required reporting. ODAFF has also issued multiple letters of warning to companies for moving THCa products around, into, and out of Oklahoma.

Apiary

ODAFF has received multiple calls from people wanting to sign up for the sensitive crop viewer and register their hives. Apparently, word is getting around that it is helpful to register your hives so pesticide applicators can check if they have hives near them.

AGRICULTURE RESOURCE SECTION

Feed Program

Program Performance

During this reporting period there were a total of 241 official feed samples analyzed, with 1,269 feed determinations made from these samples. These determinations resulted in the issuance of 20 violations for feed or feed ingredients that did not meet established tolerances based on their guaranteed analysis. The majority of these violations were issued for products deficient in Crude Protein. Other violations were issued for Calcium, Vitamin A, Crude Fat, and Crude Fiber. Six stop sale orders were issued for feed products with severe deviations from their guaranteed analysis. Three stop sales were issued for products deficient in Crude Fat. Two stop sales were issued for products deficient in Salt. One stop sale was issued for a product deficient in Vitamin A.

The following tables show a two-month comparison of label violations and stop sale orders issued by the Department for feed products that did not meet their guaranteed analysis.

Table 1. Feed Notice of Label Violation Summary November 2024 – December 2024

Nutritional Guarantee	Number of Label Violations		
	December ¹	November ²	Two Month Total
Crude Protein	11	8	19
Non-protein Nitrogen	0	0	0
Crude Fat	2	6	8
Crude Fiber	1	1	2
Calcium	4	7	11
Phosphorus	0	0	0
Salt	0	1	1
Magnesium	0	0	0
Potassium	0	2	2
Copper	0	2	2
Manganese	0	1	1
Zinc	0	0	0
Vitamin A	2	0	2
Methionine	0	0	0
Total	20	28	48

¹ 241 feed samples analyzed with 1269 determinations; ² 174 feed samples analyzed with 1023 determinations

Table 2. Feed Stop Sale Summary November 2024 – December 2024

Nutritional Guarantee	Number of Stop Sales		
	December ¹	November ²	Two Month Total
Crude Protein	0	0	0
Non-protein Nitrogen	0	0	0
Crude Fat	3	4	7
Crude Fiber	0	0	0
Calcium	0	5	5
Phosphorus	0	0	0
Salt	2	5	7
Magnesium	0	0	0
Potassium	0	0	0
Copper	0	3	3
Zinc	0	0	0
Vitamin A	1	7	8
Medicated Feed	0	0	0
Total	6	24	30

¹ 241 feed samples analyzed with 1269 determinations; ² 174 feed samples analyzed with 1023 determinations

Fertilizer Program

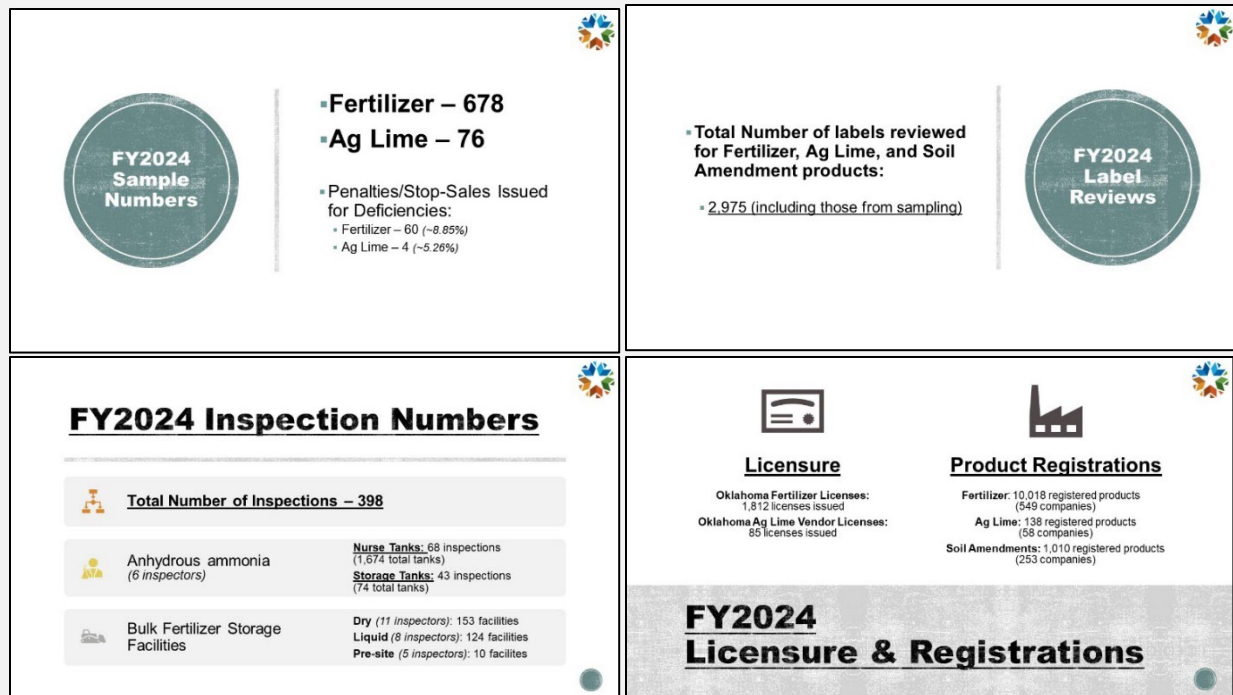
Program Performance

Below are the performance numbers for the fertilizer, agricultural lime, and soil amendment programs for the time-period of November 1st through December 31st, 2024.

Sample Type	Number	Deficiency Penalty/SS
Fertilizer	14	2
Lime	4	0

Investigation Type	Number
Facility Pre-Site Inspections	1
Dry Bulk Fertilizer Storage Facility	39
Liquid Bulk Fertilizer Storage Facility	24
NH ₃ Nurse Tank Inspections	0
NH ₃ Storage Tank Inspections	0

Fertilizer Fiscal Year 2024 Numbers



Weights & Measures Program

In December the large capacity scale technicians tested 178 Vehicle scales and 25 of these scales were rejected.

Weights & Measures inspectors checked a total of 774 small scales and 7 platform scales, 9 of the scales were rejected. There were 26 random pack inspections and 39 standard pack inspections conducted that resulted in 4 companies receiving letters of warning. Additionally, 269 price verification inspections were conducted at various retailers that resulted in 20 companies receiving a letter of warning.

A total of 13 scale companies received a letter of warning for not properly servicing scales.

One scrap metal dealer received a letter of warning for records violations.

The 2025 ODAFF Ranch Scale testing program plans to start towards the latter part of February. The fee for a ranch scale test is \$200. Call the Weights & Measures office at 405/522-5968 or email Gary Smith at gary.smith@ag.ok.gov to request a scale test.

I will be glad to answer any questions from the Board members.



Kenny M. Naylor



OKLAHOMA
Agriculture, Food
and Forestry

Oklahoma Department of Agriculture, Food and Forestry
Animal Industry Services Board Report
January 29, 2025
Activities November 23, 2024 – January 10, 2025

Animal Disease Traceability:

We have been assisting Investigative Services with cattle theft investigations by reviewing official identification records in USAHerds to determine if movement has occurred.

On November 26, we hosted a webinar along with OK LMA to address the ADT final rule and the impacts to the livestock markets. The webinar was recorded and shared to the market owners.

During this time, we sent 12,900 orange calthood vaccination EID tags to veterinarians, and 39,920 official EID tags to veterinarians, livestock markets, and producers.

As veterinarians are beginning to use the wands that were provided by ODAFF at the markets, we have received reports of the wands not working correctly. We have reached out to a manufacturer to determine warranty applicability as many of these wands were purchased several years ago. The manufacturer has agreed to replace 3 wands that were purchased through them that are no longer operational.

9 new accounts were opened for the no-cost electronic CVI we offer to Oklahoma veterinarians.

Aquaculture:

2025 license renewals have been sent, with 2nd notices sent to non-responders.

Biologics:

Expired biologics were found at two stores. The products were removed with verbal education provided to the store manager.

One new product was registered.

Biological product renewals were sent out automatically through the Kelly Registry System. Biological products expire March 20th of each year. Companies needing to renew products were given the option this year of renewing online through the Kelly System or mailing in renewal forms with payment. There is an additional fee for a company to renew online however the efficiency of using the Kelly System allows for timelier issuance of approved biological product permits.

Cattle Programs:

The outbreak of Highly Pathogenic Avian Influenza in dairy cattle is continuing. It has now affected over 920 herds in 17 states. California has had 707 infected herds identified.

We tested bulk tank samples from 19 dairies that are within 20 km of commercial poultry farms every two weeks for eight cycles and were all negative.

We are participating in USDA’s National Milk Testing Strategy. As part of that program, we will test every licensed dairy in Oklahoma monthly. Once we achieve three months of all negative tests we will be able to move to quarterly testing. Once all states have achieved negative status for several months, the US will be declared free of HPAI in the dairy herd.

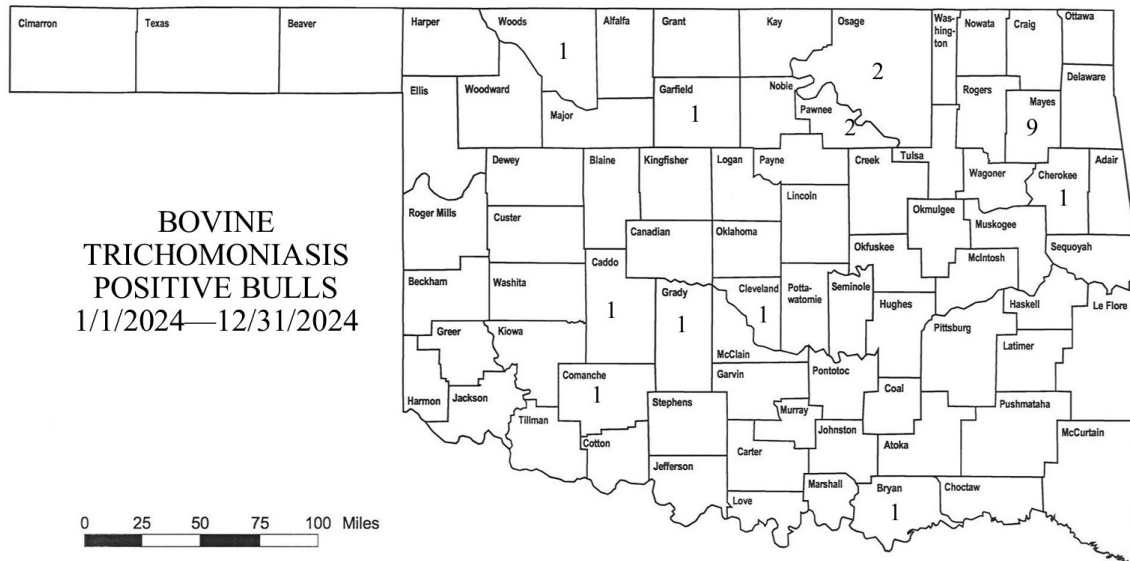
Brucellosis:

The only remaining reservoir of *B abortus* in the U.S. is in elk and bison in the Greater Yellowstone Park area.

While there is very little need to test for *B abortus* any longer, this means we have very little or no surveillance for *Brucella suis* (Swine Brucellosis) in cattle, which currently infects approximately 20% of the feral swine that our Wildlife Services personnel test. *B suis* can, and does, infect cattle occasionally.

Trichomoniasis:

During this period there were 1,242 Oklahoma bulls tested for Trichomoniasis with no cattle found to be positive.



15,600 bulls tested / 21 positive = 0.13% positive

Our current statistics compare to 2.1% positive bulls in 2011, 1.4% in 2012, 1.3% in 2013, 1.4% in 2014, 1.1% in 2015, 1.1% in 2016, 0.5% in 2017, 0.32% in 2018, 0.42% in 2019, 0.35% in 2020, 0.28% in 2021, 0.3% in 2022, and 0.22% in 2023.

Tuberculosis:

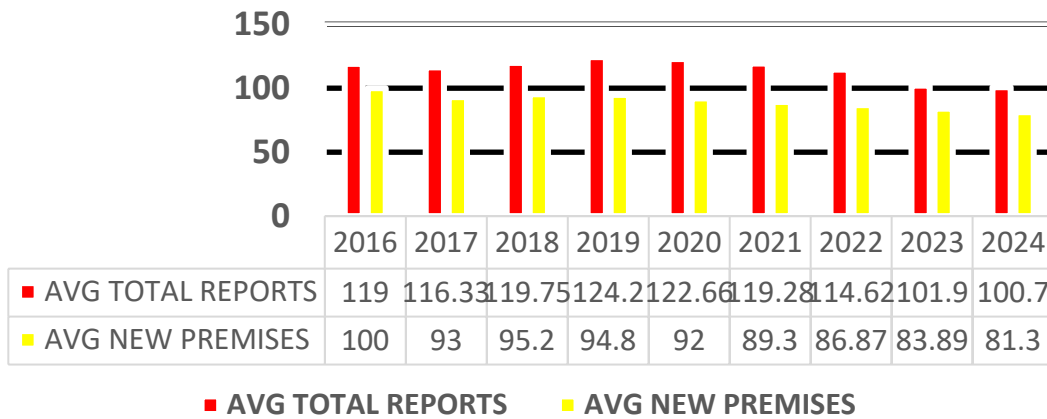
There was no significant activity in the Tuberculosis program.

Johne's Disease:

During the last calendar year we received a total of 90 positive reports representing 59 new premises. The number of new premises is the same as last year. 34% of our reports are the result of positive farms continuing to test and identify positive animals. Dr. Stone continues to help producers develop strategies retain high value genetics while managing the disease within the herd and reduce the within herd prevalence

Small ruminant positive reports continue to increase while the number of large ruminants, mainly beef cattle, reports continue to decrease. True statistics are not available, but it is probably safe to assume that the small ruminant producers are finally becoming aware of the disease. 25% of all the positive reports this past year were from small ruminants.

JOHNE'S ANNUAL AVERAGE UPDATE



Emergency Management:

On December 3, Dr. Gorczyca, Dana Call, and I met with the new USDA US SHIP Coordinator, Vienna Brown, to provide an overview of US SHIP activities in Oklahoma.

On December 4, Dr. Gorczyca provided a presentation to OSU Extension over HPAI.

On December 4, AIS participated in an EMRS permitting training in response to confirmation of HPAI within the State.

On December 10, Dr. Gorczyca participated in Oklahoma Forestry Services IMT meeting.

On December 21 I was notified of a truck rollover with 66 dairy heifers involved. The truck driver was very concerned because the salvage company did not attempt to get the heifers off the truck for several hours. I called Oklahoma Emergency Management, and they were able to get the County Emergency Manager involved. Ultimately six heifers had to be euthanized, 12 died during or after the accident, and 48 were delivered to their intended destination.

During this time, Dr. Gorczyca participated in a review panel for NADPRP proposals that projects addressed enhancing animal disease traceability.

Dana Call, Marissa McLaughlin and Austyn Fuss have participated in several information and training sessions for secure food supply planning.

Equine Programs:

There are no reported cases or quarantines for CEM, Piroplasmosis, or EIA in Oklahoma.

There was no unusual activity in the Equine Programs during this time.

Farmed Cervidae Programs:

During this reporting period, AIS has been working with the North American Deer Registry, ODAFF General Counsel and Finance to finalize the contract for the USDA cooperative agreement for genetic testing of whitetail deer herds. A communication to all whitetail deer producers was sent on December the 6th, to initiate the process of gathering information and preliminary interest in participating in the whole herd genetic testing. We ordered and received the testing supplies and began distributing them on December 17. There has been a total of 843 sample tubes distributed to date.

On December 10, AIS issued the final permit under the USDA derogation for the Canadian elk and red deer herd that has relocated to Hughes County Oklahoma.

Dana Call has been working with two out of state producers that are relocating their herds to Oklahoma. One is from Minnesota and the other from Texas. Their applications have been submitted, and premises ID numbers have been assigned. They are expected to begin movements in the coming weeks after they complete the inspection process.

We are preparing renewal applications for the farmed cervidae producers, as we move into renewal season.

Feral Swine:

There has been a significant increase in feral swine hunter license applications for the 2025 calendar year. Many of these applicants are coming from other states to one of the feral swine sporting facilities.

There have been calls regarding feral swine incursion onto private property and those calls have been directed to wildlife services.

Foreign Animal Disease:

We had no FAD investigations during this time, except the HPAI cases noted in the Poultry section.

Livestock Market Audits:

During this period, staff approved an application for a livestock market license for 4S Livestock Auction LLC, located in Overbrook. Eric Smith of Braman, Oklahoma has

leased the livestock auction facility that his son and he are operating. The family is two cattle sales into their new venture and plan to add sheep, goat and horse sales in the near future.

In addition to this new license activity, staff was able to get the majority of the current livestock market's yearly licenses renewed, as well as the completion of an in-house grant audit for Market Development. Also, packets were sent to a couple of individuals interested in sale barn ownership. This period also allowed for several custodial account reviews.

Livestock Auction Market Activities

Auction market licenses issued	1
Auction market licenses pending	0
Market custodial audits completed	4
Auction market complaints investigated	0
Fines collected	0
Livestock Markets with Legal Action	0
Special Audits (Market Development)	1

Outreach:

On November 25 we hosted the monthly meeting with USDA Veterinary Services and ODAFF veterinarians.

On November 26 Dr. Gorczyca-Southerland and I hosted a webinar for Livestock Markets to discuss the transition to EID.

On December 6 I attended a meeting held by Oklahoma Board of Veterinary Medical Examiners to discuss veterinary pharmacies, VCPRs, etc.

On December 11 I gave a virtual presentation about the EID transition and HPAI to a group of OSU Extension Educators.

On December 11 I was interviewed by an Ag student about HPAI for a paper he was writing.

On December 18 we hosted the monthly VMO meeting for ODAFF and USDA veterinarians.

On January 2, Dr. Gorczyca conducted a phone interview with Anna Pope, KOSU, to provide an update on the Adair County HPAI detections.

On January 6 I was interviewed by Channel 8 in Tulsa about HPAI.

On January 7 I was interviewed by Steve Shaw of OETA about the rural veterinary shortage.

Our Field Staff provided assistance and guidance to the interns at Cattlemen's Congress at the entry gate for the cattle entering the fairgrounds over the course of the show from January 4 through 14.

Poultry Programs

There have been 26 sick or dead birds submitted for our sick bird/dead bird program since last report and a total of 139 since January 1st, 2024.

On November 30, 2024, Oklahoma confirmed its first case of Highly Pathogenic Avian Influenza (HPAI) in a commercial poultry flock located in Adair County. Since then, three additional commercial flocks in Adair County have tested positive for HPAI. All affected flocks have been depopulated, with composting used for disposal. A Control Area and Surveillance Zone have been established around the affected sites. Quarantines with movement restrictions are in effect for the infected farms and all commercial poultry farms within the Control Area. Testing and monitoring are ongoing, following established response protocols.

The four commercial premises that were infected housed approximately 91,000 chickens and 130,000 turkeys. The turkey farms required 2.65 miles of windrows to compost the birds.

We continue to respond to sick bird calls with testing of suspect birds. Furthermore, we are actively engaged in HPAI surveillance, which includes testing of avian populations at live bird markets, auctions, and feed stores.

We continue to stress the importance of biosecurity in both commercial and backyard flocks through outreach such as emails, social media, and county extension officers. As the fall waterfowl migration comes to an end, we remain hopeful that this will help reduce HPAI cases in the coming months.

Public Health

On December 11 Dr. Gorczyca-Southerland and I met virtually with Oklahoma State Department of Health personnel to discuss how to assist them in being able to talk to poultry and dairy workers from HPAI infected farms.

Rabies in Livestock:

On December 26th, 2024, we were notified of a stocker on wheat pasture in Logan County that tested positive for rabies. This steer was in a herd of 30 stockers and two horses. To mitigate the risk of further spread, quarantine protocols have been implemented for the premises.

On December 30th, 2024 we were notified of a horse in Harmon County that tested positive for Rabies. The horse had been kept separated in a small pen. There were three additional horses in a pasture where the pen is located. To mitigate the risk of further spread, quarantine protocols have been implemented for the three pasture horses. The health department conducted an investigation to assess any potential human exposure.

Sheep and Goat Programs:

There were no significant activities in this program during this time.

Swine Programs:

On December 10, Dana Call attended a virtual presentation on evaluation of aggregate oral fluids for African swine fever, provided by USDA-APHIS.

As the spring show season begins, there has been an increase in swine brucellosis and pseudorabies testing and exhibition permits for the 2025 spring season. We continue to refine swine test chart management and test counting.

In late November a swine sanctuary named Misfits of Oz had all their swine tested for Brucellosis and Pseudorabies to move from New Mexico to Oklahoma. All swine were negative except one 600# barrow named Will. We believed the test would be a false positive, so we allowed the sanctuary to move the swine under quarantine. Unfortunately, it is a true serological positive. We are now dealing with the sanctuary and their attorney to find a compromise to keep Will alive without endangering other Oklahoma livestock.

Miscellaneous:

On December 20 we had our office Christmas party. We enjoyed a meal, opened Secret Santa gifts, and played a game.

Respectfully,

A handwritten signature in cursive script that reads "Rod Hall DVM". The signature is written in black ink and is positioned above the typed name.

Rod Hall, DVM

Oklahoma Department of Agriculture, Food, and Forestry
Wildlife Services Division
Board Report for December 2024 Activities

Introduction

Wildlife Services (WS) responds to damage complaints caused by wildlife to resources or property throughout Oklahoma. WS Specialists conduct operational damage management programs for many of the complaints they receive to resolve these wildlife damage problems. During this period, these projects were conducted on 448 properties with an estimated 1,137,226 acres of land under agreement. Additionally, WS helped 625 persons and entities with technical assistance which involved providing information to cooperators so they can resolve problems themselves. Cooperators reported and WS Specialists verified wildlife damage of \$584,568 during this period. Beaver damages accounted for losses totaling \$57,347. Predation, primarily coyotes and black vultures were responsible for a number of damage requests, largely to livestock, with losses totaling \$10,262. Feral swine damages accounted for losses totaling \$516,959.

Providing Wildlife Services

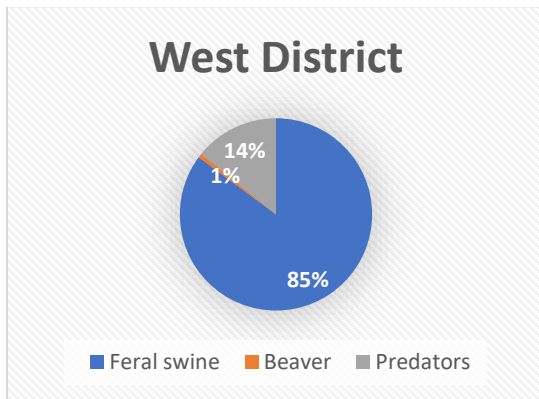


Figure 1: Species Removed in West District by percentage during December 2024

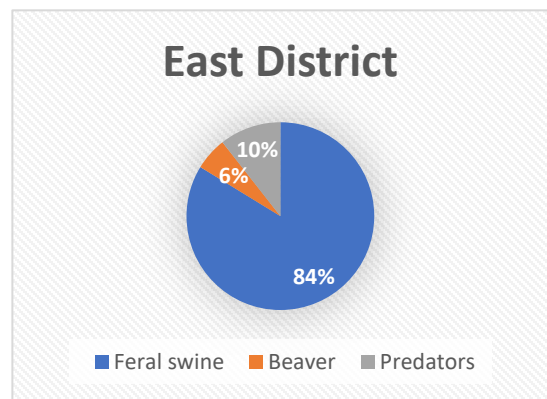


Figure 2: Species Removed in the East District by percentage during December 2024

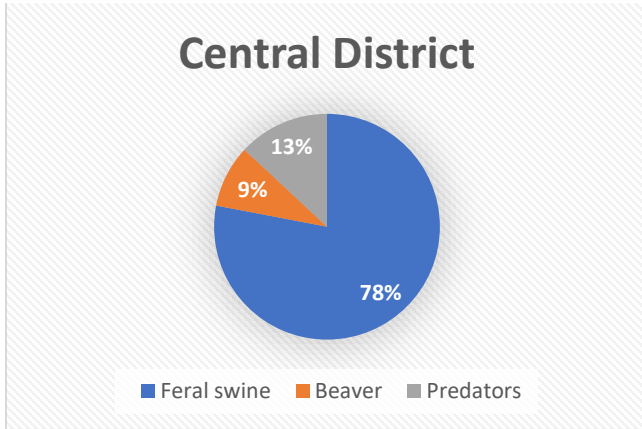


Figure 3: Species Removed in the Central District by percentage during December 2024

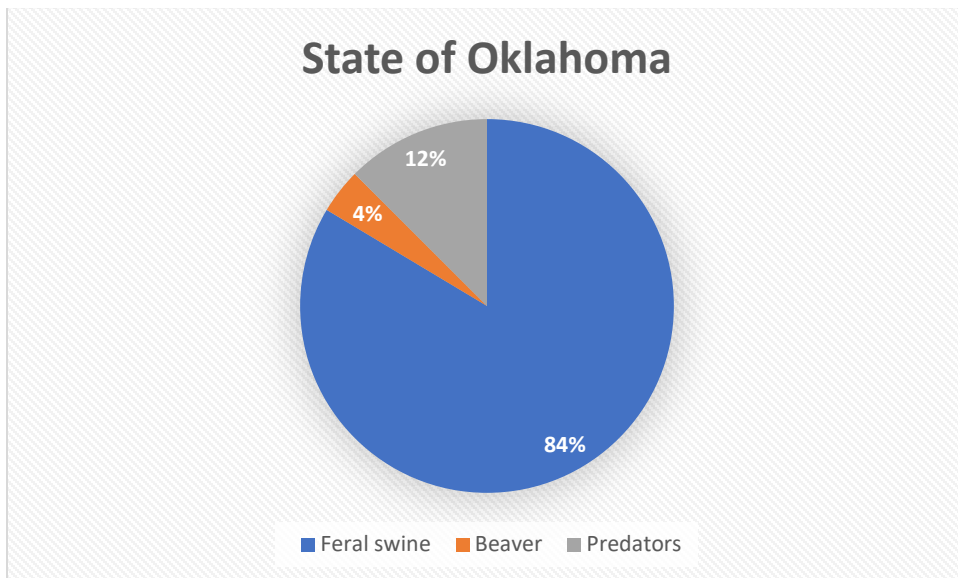


Figure 4: Species Removed in the State by percentage during December 2024

Predator Damage Management

Greer County livestock producer requested assistance with coyotes depredating on his calves. The producer reported that coyotes killed two calves valued at \$1,880. The Wildlife Specialist assigned to Greer County responded to the request and examined one of the carcasses and confirmed coyotes were responsible for the losses. Control efforts have removed twenty-four coyotes and are continuing currently to reduce predation losses from coyotes.

Custer County livestock producer requested assistance with coyotes depredating on calves. The producer reported that coyotes had killed one calf valued at \$881. The Wildlife Specialist assigned to Custer County examined the carcass and verified coyotes were responsible for the loss. Damage management efforts were successful in removing eighteen coyotes from the property. No further losses have occurred, and work is ongoing currently to prevent additional losses.

Washita County livestock producer requested assistance with coyotes depredating on his calves. The producer reported that coyotes had killed three calves valued at \$2,000. The Wildlife Specialist assigned to Washita County responded to the request and examined the carcass and confirmed coyotes were responsible for the loss of the calves. The Specialist used leg hold traps to remove twenty-five coyotes. Control efforts continue to prevent additional losses.

Ellis County landowner requested assistance with coyotes depredating on his calves. The producer reported coyotes had killed one calf valued at \$882. The Wildlife Specialist assigned to Ellis County examined the carcass and verified that coyotes were responsible for the loss. Damage management efforts were successful in removing thirteen coyotes from the property. Control efforts continue to prevent additional losses.

Kingfisher County landowner contacted WS with reports of coyotes running cattle in a calving pasture with estimated cost of vet bills at \$500 from cattle running through the fence. A WS Specialist met with the landowner and verified coyotes were responsible for the damage. Devices were set on the property and six coyotes were removed. Control efforts continue to prevent additional losses.

Logan County landowner contacted WS with reports of coyotes killing goats. A WS Specialist met with him and verified coyotes were causing the damages with an estimated loss at \$500. Devices were set on the property and three coyotes were removed. Work is ongoing currently and there have been no additional losses.

Canadian County. WS responded to reports of coyote depredation calves with an estimated loss of \$600. Catch devices were set and two coyotes were removed with work currently ongoing.

Feral Swine Damage Management

Jackson County landowner requested assistance with feral swine rooting and feeding on his hay pastures. The landowner estimated that feral swine were responsible for fourteen acres of pasture resulting in \$14,000 in damages. The Wildlife Specialist assigned to Jackson County responded to the request and verified the damage to the field. The Specialist utilized a live trap to remove twenty-six feral swine from the area. Feral swine activity in this area is closely being monitored to determine if further management is needed.

Greer County landowner contacted WS needing assistance with feral swine damaging his wheat fields and pastures in two locations. The landowner estimated the damage to the two wheat fields was \$15,000. The Wildlife Specialist assigned to Greer County responded to the request and verified the damage. A live trap was utilized to remove one hundred and sixty-one feral swine from the property. No additional damage has occurred, and feral swine population in the area is being monitored to determine if additional management is needed.

Dewey County farmer requested assistance with feral swine causing damage in his wheat fields. The farmer reported since he has planted his fields, feral swine are responsible for \$2,000 in damages to his crops. The Wildlife Specialist assigned to Dewey County responded to the request and his field inspection verified feral swine were responsible for the damages to the crops. The Specialist utilized a live trap to remove thirty-nine feral swine from the property. The area continues to be monitored for activity to determine if additional management efforts are needed to further reduce damage.

Custer County landowner contacted WS needing assistance with feral swine damaging his stored haybales. The landowner estimated the damage to the haybales at \$1,400. The Wildlife Specialist assigned to Custer County responded to the request and verified the damage. A live trap was utilized to remove twenty-seven feral swine from the property. No additional damage has occurred, and feral swine population in the area is being monitored to determine if additional management is needed.

Mayes County producer called WS for assistance, reporting feral swine rooting damage to their pastures. The damage was verified and estimated at \$4,200. After pre-baiting, a remote camera trap was set out and fourteen feral swine were removed. This project is still being monitored and the owner was advised of environmental changes that could assist with future feral swine concerns.

Choctaw County cooperater called WS for assistance, reporting feral swine damage to their property. The rooting damage was verified and estimated at \$5,500. After pre-baiting, a remote camera trap was set out and thirteen feral swine were removed to alleviate the damage. No further damage has been reported.

Creek County rancher called WS for assistance, reporting rooting damage to his cattle pastures. The damage was verified and estimated at \$4,000. After pre-baiting, a remote camera trap was placed, and twenty-eight feral swine were removed with this project still being monitored.

Hughes County producer called WS requesting assistance with feral swine. The damage to the pastures was verified and estimated at \$4,800. After pre-baiting, a remote camera trap was placed out and fifteen feral swine were removed to alleviate the damage. This project has concluded with no further damage reported.

Carter County landowner contacted WS regarding feral swine rooting up his yard. A WS Specialist responded and verified the damage estimated at \$3000. A feral swine corral trap was set up and sixteen feral swine were removed.

Pontotoc County landowner contacted WS reporting feral swine were rooting and damaging his hayfields. A WS Specialist met with the landowner and confirmed feral swine were rooting the hay fields with damages estimated at \$1,000. A feral swine trap was placed on property and eighteen feral swine have been removed from the property with work on property completed.

Cleveland County landowner contacted WS with reports of feral swine damaging their hay field. A WS Specialist met with the landowner and verified the damage to the field, which was estimated at \$10,495. Work is ongoing currently.

Jefferson County landowner contacted WS needing assistance with feral swine rooting up a pasture and eating pecans. A Wildlife Specialist met with the landowner and verified the damage at \$1000 in the pasture and \$2500 in pecan damage. A feral swine trap was set up and fifty-nine feral swine were caught.

Aerial Operations

Aerial operations were conducted on Ft Sill Military Installation for four days during the month of December. Aerial hunting operations are conducted to reduce feral swine damage to natural resources and property on the installation. Feral swine removal on the installation also helps reduce feral swine damage on adjacent private properties. The helicopter was flown for 32 hours and removed two hundred thirty-one feral swine.

Aerial operations were conducted in **Kiowa County** on roughly 10,000 acres in response to a request with feral swine damaging pastures and wheat fields. The helicopter was utilized for six hours with the removal of two hundred and seventy-six swine. Additional flight operations are planned in this area to further reduce hog populations and damage associated with feral swine.

Beaver Damage Management

Dewey County Commissioner contacted WS with beaver damage concerns. The Commissioner reported beavers were responsible for \$500 to the road and bridge structure. The Wildlife Specialist assigned to Dewey County responded to the request and verified the damage reported. The Specialist utilized conibear traps to remove five beavers from the adjacent creek with control efforts completed.

Woodward County Road Commissioner requested assistance with beavers flooding one of the roads in his district. The Commissioner reported beavers were responsible for \$1,000 in damages to the bridge structure and roadbed. The Specialist for Woodward County responded to the request and verified beavers were responsible for the damage. Conibears were utilized to remove the beaver from the creek and no further damage has occurred, and work is concluded.

Jackson County landowner contacted WS for assistance with beaver that were responsible for damming up the creek on his property and flooding his hay pasture. The landowner estimated the damage to the pasture to be valued at \$2,000. The Specialist for Jackson County responded and verified beaver were responsible for damage. Control measures employed by the Specialist were successful in removing the beavers from the creek to help reduce any additional damage to the hay pasture.

Latimer County Commissioner called WS requesting assistance with beavers reporting flooding damage to a public roadway. The damage was verified and estimated at \$1,200. Four beaver dams were manually removed to alleviate the flooding and conibear traps were placed. Four beavers were removed with this project being monitored.

Sequoyah County property owner called WS reporting tree damage and flooding concerns from beaver activity on his property. The damage was verified and estimated at \$750. Conibear traps were set, and the beavers were removed to alleviate the damage with this project being concluded.

Bryan County property owner called WS for assistance with beavers reporting girdling damage to the trees on his property. The damage was verified and estimated at \$500. Conibear traps were set, and three beavers were removed to alleviate the damage.

Craig County Commissioners' office contacted WS reporting flooding damage along a public road. The flooding damage to the road was verified and estimated at \$2,500. Conibear traps were set, and five beavers were removed. This project is completed, and the County was advised of environmental issues that could prevent future beaver problems.

WS received a complaint of a beaver dam holding water in a channel at a local city lake in **Oklahoma County**. Water being held was at risk of overflowing into a city park. WS visited the site and was able to tear out enough of the dam to start drainage. WS removed one beaver and with repeated visits saw no new beaver activities. City officials were advised to remove the rest of the dam with continued monitoring of the site.

Carter County cooperater contacted WS about beavers cutting trees on the pond down. WS responded to the call determine beavers were cutting down trees. Body grip traps were set. Three beavers have been removed. Work is still ongoing. Damage expense estimated at \$2000.

McClain County rancher contacted WS and reported that beavers were cutting down trees on his pond. WS responded to the call and determined that beavers were responsible for the damage of around \$1000. Devices were deployed and six beavers removed with no further damage being reported.

Special Projects

WS Specialist conducted an instructional session in **Le Flore County** with the Oklahoma Department of Wildlife Conservation. The WS Specialist instructed wildlife technicians on the safe handling and correct use of conibear traps, foot-hold traps, and snares. The attendees received hands-on training with each method and how to correctly set them for successful water sets while working with beavers.

A WS Specialist was contacted by a local city municipality with reports of pigeons gathering on city streets and buildings, which raised concerns about human health and safety in **Canadian County**. A couple different methods have been used to remove the pigeons. One hundred eighty-four pigeons have been removed with work is ongoing at this time.

WS conducted pigeon removal at the Garber school system in **Garfield County**. WS also gave technical assistance on environmental changes that could assist with future pigeon damage. concerns Four hundred pigeons were removed and the area is being monitored to determine if additional management is needed.

Wildlife Disease Sampling

The WS Disease Biologist sampled thirty-eight feral swine during December. The samples came from five different counties with five of the samples being CONUS ASF samples taken from Tulsa County in coordination with the National Feral Swine Program's African Swine Fever Surveillance Plan.

Table 1: Beaver, Predator, and Feral Swine removal in Oklahoma by WS December 2024

County	Beaver	Predators	Feral swine	District
Adair			3	E
Alfalfa				C
Atoka	2		19	E
Beaver	2	8		W
Beckham		1	125	W
Blaine				W
Bryan	6	5	89	E
Caddo			11	W
Canadian	8			C
Carter	8	4	21	C
Cherokee				E
Choctaw	5		13	E
Cimarron				W
Cleveland				C
Coal				C
Comanche	1		11	W
Cotton				W
Craig	17		34	E
Creek	1		29	E
Custer				W
Delaware			19	E
Dewey	4	5	191	W
Ellis		58	12	W
Garfield	3			C
Garvin		2	33	C
Grady	2		37	W
Grant	1			C
Greer		23	417	W
Harmon				W
Harper		16		W
Haskell	7		17	E
Hughes	1	6	87	E
Jackson		18	166	W
Jefferson				C
Johnston		4	3	C
Kay				C
Kingfisher	1	21		C

Kiowa				W
Latimer				E
Leflore	15		17	E
Lincoln	2			C
Logan	2	5	13	C
Love	9	1	10	C
Major			12	W
Marshall				C
Mayes			17	E
McClain				C
McCurtain	2		26	E
McIntosh			17	E
Murray		9	100	C
Muskogee				E
Noble				C
Nowata			13	E
Okfuskee			10	E
Oklahoma	1	5	21	C
Okmulgee	2		28	E
Osage		116	475	E
Ottawa				E
Pawnee			78	C
Payne			26	C
Pittsburg	2			E
Pontotoc				C
Pottawatomie				C
Pushmataha	5		51	E
Roger Mills		4		W
Rogers				E
Seminole				E
Sequoyah				E
Stephens				W
Texas				W
Tillman		8	113	W
Tulsa	3			E
Wagoner			41	E
Washington				E
Washita		11		W
Woods		30		W
Woodward				W

TOTAL	112	360	2405
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*E -East, W - West, C - Central Districts

Respectfully submitted,

Justin Cooper
Division Director
Wildlife Services Division

**December 2024 Activity Report
for
January 2025 Board Meeting
Agricultural Statistics Division**

General

For the **month of December**, rainfall totals averaged 1.55 inches throughout the state, with the Southeast district recording the highest precipitation at 6.12 inches and the Panhandle district recording the lowest precipitation at 0.03 inches. According to the December 31st US Drought Monitor Report, 30 percent of the state was in the abnormally dry to exceptional drought category, down 15 points from the previous year. Additionally, 6 percent of the state was in the moderate drought to exceptional drought category, down 16 points from the previous year. Statewide temperatures averaged in the low 40's to upper 40's, with the lowest recording of 14 degrees at Kenton on Friday, December 13th, and the highest recording of 76 degrees at Waurika on Monday, December 30th. Topsoil and subsoil moisture conditions were rated adequate to short.

Pasture and Livestock: Pasture and range condition was rated at 74 percent good to fair. Livestock condition was rated at 83 percent good to fair.

Surveys: Surveys administered by the Oklahoma call center are listed in the table below:

Survey	Enumerated by:	Survey Dates
Dry Bean Inquiry	DCC	11/27 – 12/19
December Crops APS	DCC	11/29 – 12/18
Oilseed AP	DCC	11/30 – 12/19
Grain Stocks	DCC	12/1 – 12/14
Cotton Ginnings	DCC	12/2 – 12/4
Cattle on Feed	DCC	12/2 – 12/9
Grain Prices	DCC	12/6 – 12/13
Cotton Ginnings	DCC	12/13 – 12/16
Crops CE	DCC	12/18 – 1/22
Trout Survey	DCC	12/30 – 2/14
Cattle Survey	DCC	12/31 – 1/15
Sheep and Goat	DCC	12/31 - 1/15

Statistics: On January 10, 2025, the Annual Crop Production Report and the Wheat Seedings Report was released. Highlights for Oklahoma include:

Oklahoma Upland cotton production is forecast at 250 thousand bales, 19 percent higher than 2023. Yield averaged 632 pounds per acre, compared with 560 pounds last year. Acreage harvested, at 190 thousand acres, is up 6 percent from last year

Oklahoma corn production is estimated at 40.2 million bushels, 21 percent lower than the previous year. Statewide yields averaged 98 bushels per acre, 51 bushels lower than last year. Acres harvested for grain, at 450 thousand, is 21 percent higher than last year.

Oklahoma sorghum production is estimated at 12.9 million bushels, down 22 percent from last year. Yield averaged 39 bushels per acre, down 8 bushels from the previous year. Acres harvested, at 330 thousand acres, is down 6 percent from 2023.

Oklahoma soybean production is estimated at 12.9 million bushels, down 22 percent from last year. Yield averaged 20 bushels per acre, down 8 bushels from the previous year. Acres harvested, at 405 thousand acres, is up 1 percent from 2023.

Oklahoma hay production is estimated at 5.9 million tons, down 19 percent from last year. Yield averaged 1.75 tons per acre, down 2 percent from the previous year. Acres harvested, at 3.4 million acres, is down 18 percent from 2023.

Oklahoma seedings for the 2025 wheat crop are forecast at 4.25 million acres, down 2 percent from last year. Canola seedings were estimated at 20.0 thousand acres, down 5 percent from last year.

Information Requests: Phone calls, personal visits to our office, and requests via e-mail for information since last report totaled 52.

Releases for December:

Crop Production
Cattle on Feed
Hogs and Pigs
Agricultural Prices

Relating Dates:

December 1, 2024
December 1, 2024
December 1, 2024
December 15, 2024

Release Dates

December 10, 2024
December 20, 2024
December 23, 2024
December 31, 2024

Releases for January:

Crop Production
Annual Crop Production
Winter Wheat Seedings
Grain Stocks
Cattle on Feed
Agricultural Prices
Sheep and Goats
Cattle

Relating Dates:

January 1, 2025
December 1, 2024
December 1, 2024
December 1, 2024
January 1, 2025
January 15, 2025
January 1, 2025
January 1, 2025

Release Dates

January 10, 2025
January 10, 2025
January 10, 2025
January 10, 2025
January 24, 2025
January 31, 2025
January 31, 2025
January 31, 2025

Meetings and Events:

Lincoln County CCD
AYC Session 4
Oklahoma Oilseed Meeting
IAC Annual Conference
OLAC Advisory Board
Oklahoma Sorghum Commission
Oklahoma Wheat Commission
OSU Dept of Ag Econ
OLAC Advisory Board
NRCS Employee Training Presentation
AYC Session 5

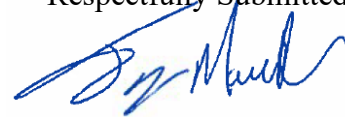
Date:

December 2, 2024
December 4, 2024
December 6, 2024
December 9-12, 2024
December 10, 2024
December 16, 2024
December 18, 2024
January 7, 2025
January 14, 2025
January 28, 2025
January 29, 2025

Location:

Chandler, OK
OKC, OK
OKC, OK
Las Vegas, NV
Virtual
Stillwater, OK
Virtual
Virtual
Virtual
Edmond, OK
OKC, OK

Respectfully Submitted,



Troy Marshall

MARKET DEVELOPMENT SERVICES

January 29, 2025

Report to the State Board of Agriculture

AG IN THE CLASSROOM

AG IN THE CLASSROOM IMPACT

- Total Number of Teachers/Administrators Impacted: 150
- Total Number of Pre-service Teachers Impacted: 75
- Total Number of Extension Educators Impacted: 30
- Total Number of Students Directly Impacted by Coordinators: 85
- Total Number of Resources Given: 4,598
- Total Number of Teachers/PreService Teachers Resources Given to: 262
- Total Number of PreK-12th Grade Students Resources Given to: 2,991

AG IN THE CLASSROOM WEBSITE, LESSON IMPACT, AND SOCIAL MEDIA

- The AITC monthly email is delivered to 17, 569 accounts.
- The AITC Facebook page now has 10,121 followers.
- The AITC Twitter page now has 577 followers.
- Oklahoma AITC Instagram account now has 880 followers.
- Oklahoma AITC Pinterest account now has 155 followers.
- The AITC YouTube channel now has 10,140 views.

Ag in the Classroom- Professional Development Workshops

Number of Educators & Grade Level(s)	Location	Lessons/Activities Used	Resources Given
17 Student Teachers	OSU	Christmas Trees, Bilingual Resources, Red Dirt Symbols	Barn Full of Resources
25 Northeast Oklahoma Teachers- Native American STEM Event	Tulsa University	Showed Resources-National Test Tube Aquaponics	Barn Full of Resources
30 4-H Extension Educators	OSU Student Union	Thinking in Pictures Pictionary	Barn Full of Resources
10 Pre-service teachers	NSU Broken Arrow	Bee, Bee Bot; NAITC Bee Pollination	Barn Full of Resources
52 elementary - high school educators	Kansas, OK - NE Tech Center	Pictionary - Temple Grandin, Literacy card games, recipe in a bag cards, flat aggie and annie	Barn Full of Resources
10 pre-service teachers, 4	USAO in Chickasha	AITC website and resources; Flat Aggie and Annie; Pumpkin Pie in a bag	Flat! Picture books, pumpkin tear sheets,

professors			Flat Resource books; AITC pencils; barn cards
40 Agricultural Education Teachers	Stephens County Fairgrounds Leadership Conference	AITC website and resources	Beef MS/HS tear sheets; Cotton MS/HS Tear sheets, barn cards, AgBadging Field Guides
38 OSU Ag-Ed Student Teachers	OSU	Thinking in Pictures (Temple Grandin) Pictionary; Looking at Labels (National AITC Lesson); Journey 2050; AITC Website and Resources	Barn Full of MS/HS Resources

Ag in the Classroom- Student Events

Number of Participants & Grade Level(s)	Location	Lessons/Activities Used	Resources Given
20 Ag-Ed students	Okarche FFA	Presentation of the Bushel of Books from Read an Accurate Ag Book Week	25 Accurate Ag Books
25 3rd grade students	Asher Elementary	Pumpkin Pie in a Bag	Pumpkin Tear Sheets
Prague 4-H - 40 students and adults	Local 4-H Meeting	Building Christmas Tree STEM Towers	Read Christmas Farm Book

Ag in the Classroom- Resources Mailed or Delivered

Locations where Resources are Mailed or Delivered	
Edmond Cimarron Middle School	Lynn Wood Elementary - Tulsa
Earlywine Elementary - OKC	Wynnewood Middle School
Earletta Headley Homeschool	Clayton School
Newkirk 4-H	Vici Public School
Tein Hills Public School - Okmulgee	Coalgate Schools
Maysville Elementary	Kaiser Elementary - OKC
Oak Crest Elementary - Broken Arrow	OSU Comanche County
Broken Arrow High School	Woodward County 4-H
Duke Schools	Brown Homeschool - Luther
William R Teague Elementary - Wagoner	Bridge Creek Intermediate Elementary
Osage Hills Elementary - Bartlesville	ODAFF State Vet Dr. Parrott - to disperse to El Reno Public Schools
Lawton Public Schools	

Ag in the Classroom- Other Events

Event	Highlights
Oklahoma AITC will present a workshop in Minneapolis!	Oklahoma AITC’s workshop proposal was accepted for the 2025 National AITC Conference in Minneapolis, MN. We also have 6 other workshops that were chosen that will be presented by Oklahoma educators.

AGRITOURISM

Agritourism - Site Visits

Producer	Location	Category	Highlights
D&L Christmas Tree Farm	Fletcher	Christmas Trees	Visited for Christmas tree season, Delivered agritourism program sign
All Pine Christmas Tree Farm	Yukon	Christmas Trees	Visited for Christmas tree season, Spoke to Ag Youth Council, Delivered agritourism program sign
Molly & Socks Christmas Tree Farm	Bristow	Christmas Trees, Teachable Moments	Visited for Christmas tree season, took videos for future social media, Delivered agritourism program sign
Pioneer Homestead Christmas Tree Farm	Oklahoma City	Christmas Trees	Visited for Christmas tree season, took videos for future social media, Delivered agritourism program sign
Cross Timbers Christmas Tree Farm & Pumpkin Patch	Harrah	Christmas Trees, Petting Farms, Teachable Moments	Visited for Christmas tree season, took videos for future social media, Delivered agritourism program sign
Shepherds Cross	Claremore	Farm & Ranch Attractions, Petting Farms, Teachable Moments, Fiber	Created Instagram reel about live nativity
Owasso Christmas Tree & Berry Farm	Owasso	Christmas Trees	Visited for Christmas tree season, Delivered agritourism program sign
Sorghum Mill Christmas Tree Farm	Edmond	Christmas Trees	Visited for Christmas tree season, Delivered agritourism program sign
Wonderland Farms	Harrah	Christmas Trees	Visited for Christmas tree season, Delivered agritourism program sign
Martinbird Tree Farm	Tuttle	Christmas Trees	Visited for Christmas tree season, Delivered agritourism program sign
Leafer Lodge Farm	Stillwater	Christmas Trees	Visited for Christmas tree season, Delivered agritourism program sign
D&C Holiday Farm	Muldrow	Christmas Trees	Visited for Christmas tree season, Delivered agritourism program sign
Wilkinson Christmas Forest	Tahlequah	Christmas Trees	Visited for Christmas tree season, Delivered agritourism program sign
Wells Christmas Tree Farm	Norman	Christmas Trees	Visited for Christmas tree season, Delivered agritourism program sign
Red Barn Christmas Tree Farm	McAlester	Christmas Tree	Visited for Christmas tree season, Delivered agritourism program sign

Agritourism - New Producers or Potential Producers

Producer	Location	Category	Highlights
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Fleecy Friends Alpaca Ranch	Boynton	Fiber, Petting Farm, Teachable Moment	Site visit, added to the program
Great Buffalo Pecan Farm	Tulsa	Farm-to-Table	Site visit. Not ready for visitors yet, no retail space for pecans.
Cajun Creek Ranch	Claremore	Petting Farm, Teachable Moments	Site visit. Not ready for visitors yet, needing signage and parking spaces.

Social media

Facebook

- 23,013 likes
- 25,743 followers

Instagram

- 2,763 followers

Agritourism - Other Activities

- Phone consult/conversations with: Rustic Roots, Kimberly Brown, Dewayne Hall, Charles Drury, Jason Green, Jan Long, Robin Jenkins, Merritt Taylor, Micah Anderson, Carolyn Piguet, Justin McConaghy, Rod Ardoin, Brandi Buys
- Email conversations:
- Zoom consults/meetings: OAK OKC – farmers market meeting, govdelivery tutorial for Emily Shuping, EPOS planning meeting,
- Coordinated OK Grown bags/stickers picked up from office/warehouse:
- Django updates: Fleecy Friends Alpaca Ranch, Salt Creek Alpacas
- OKLAS
 - Attend weekly internal staff meetings
 - Attend monthly stakeholder meetings
 - Create postcard, send to print, and send to past participants
 - Attend meeting about Google workshop
 - Send Agritourism Bus info to ONIE for website
 - Follow up with speakers for OKLAS: Audrey King, Reighly Hendrix, Lauren Cline, Steve Easom, AITC, The Twelves,
 - Create A-Frame signs, send to printer
 - Book vans for farm to table dinner
 - Coordinate business consultations with OK CareerTech managers
 - Email all participants attending business consultation meetings
 - Schedule a practice run for the agritourism bus tour
 - Select winners of OKLAS awards
 - Talk with Christmas Tree Asso. about their winter meeting
 - Coordinated Farm-to-Table Dinner details
 - Ordered supplies for dinner
 - Designed social media graphic, menu, producer story book and table numbers for dinner
 - Organized keynote speaker including contract, hotel booking, presentation, etc.
 - Reviewed and updated BEOs
 - Ordered lunch for main day
 - Created bus tour schedule
 - Organized farm to table dinner emails/updates
- Staff the Oklahoma Grape Growers & Wine Makers Conference

- Share OKLAS programs with West Virginia Agritourism
- Complete Simple Snacks final grant report
- Judge northwest district AFR Speech Contest (Enid)
- Attend agency-wide call
- Confirm Christmas Tree visits
- Speak to Stillwater Lions Club
- Judge AFR State Speech Contes
- Speak at OLAC Advisory Board Meeting
- Attend agritourism meeting with Missouri Dept. of Ag
- Attend ODAFF Board Meeting
- Attend ODAFF Christmas Lunch
- Interviewed with Francis Tuttle students about farm-to-table
- Sent renewal updates to farmers markets and farm hubs for 2025 season
- Created certificates for registered markets and hubs for new season
- Created and sent out a survey collecting data about the SCBG handwashing stations project
- Submitted reports for two SCBG projects
- Created and sent December producer newsletter
- Completed e-learning course about creating websites
- Started rough draft of website layout for farmers markets and farm hubs
- Updated business cards and name tags for market development staff

ECONOMIC DEVELOPMENT

Activity	Action
HFFI	A total of five (5) applications were submitted for the January 2 nd deadline. The selection committee will meet to decide on funding for these projects.
Resilient Food Systems Infrastructure grant	ODAFF was awarded \$6.4 million from USDA-Agricultural Marketing Service (AMS) for the Resilient Food Systems Infrastructure (RFSI) grant program. Twenty-two (22) projects were selected to move forward to USDA for review and approval. Oklahoma’s application was submitted in July 2024 and has finally gone through the environmental and administrative review process from USDA. ODAFF’s grant coordinator received feedback with request for additional information and has been working with the applicants during late December and January to get their applications revised and resubmit Oklahoma’s proposal to USDA.

Ag Enhancement and Diversification Program	The Ag Enhancement and Diversification Program (AEDP) was paused the majority of 2024 due to lack of available funding. Additional funds were received during the 2024 legislative session and the program was activated again in October with January 2 nd being the deadline for the first application period. A total of 16 eligible applications were submitted for review which will take place on February 7 th .
2021 SCBG Final Report	SCBG grant coordinator received, reviewed & edited reports for six (6) projects that were combined in Oklahoma's Final Report for the 2021 \$599,596.19 Specialty Crop Block Grant.
2022 SCBG 2nd Annual Report	SCBG grant coordinator received, reviewed & edited reports for Eight (8) projects that were combined in Oklahoma's 2nd Annual Report for the 2022 \$574,883.73 Specialty Crop Block Grant.
2021 H.R. 133 SCBG 3rd Annual Report	SCBG grant coordinator received, reviewed & edited reports for Nine (9) projects that were combined in Oklahoma's 2nd Annual Report for the 2021 H.R. 133 \$797,812.77 Specialty Crop Block Grant.
2023 SCBG 1st Annual Report	SCBG grant coordinator received, reviewed & edited reports for six (6) projects that were combined in Oklahoma's 1st Annual Report for the 2023 \$545,237.77 Specialty Crop Block Grant

FARM TO SCHOOL

F2S Contact Meetings and Events	Highlights
OK Wine Conference OKC 11/19/24	Helped at the OK Wine Conference.
Farm to School meeting with Taryn DeWitt: OKC Food Hub Lisa Griffin Bradyn Powell: Child Nutrition Director for Union Public Schools Jamie Gardener: Associate Director of Child Nutrition	Met with Union Child Nutrition Directors to discuss their successful Farm to School Program and ideas on how to encourage other schools to participate. Both Bradyn and Jamie have agreed to help with a Farm to School 101 Webinar. They will be guest speakers who will be asked to share their “how” and “why” involving F2S has benefited their school and students.
Was on sick leave for foot surgery, Dec. 2 nd to 27 th .	

F2S Social Media: Nov. 18, 2024 – Jan. 13, 2025

FB Followers	Total: 2,153 New Followers: 5
FB Post Reach: This metric counts reach from the distribution of your post.	481
FB Impressions: The number of times your content was on screen.	490

INTERNATIONAL

Activity	Action
Certificate of Free Sale	<ul style="list-style-type: none"> • QSM • Lopez • Acrosa
Food Export	<ul style="list-style-type: none"> • Virtual Member Meeting- Topics covered: • The strategic alliance agreement renewed between Food Export Midwest & Food Export Northeast. • Intern Pilot Program- Ways to bill, invoicing timeline, this program does cover employment FICA/State Employment taxes • Technical Assistance & Education- The HelpDesk is being revamped with the hiring of tech experts in various fields. Ben Gray-Product Certifications & Brand Development, Lisa Waller-Shipping & Logistics, Ngosong Fonkem- Legal Expertise, Ron Tanner-Trade Development & Export Readiness • Currently working on the Focused Trade Mission to the Caribbean Feb 3-6th , collecting sample shipment info and working on meeting schedules.
USLGE	<ul style="list-style-type: none"> • USLGE was awarded in the 2nd tranche of RAPP (Regional Agriculture Promotion Program • Annual meeting will be held in Guadalajara, Mexico Feb 10-13th The program will include discussions of the current market state and future trends, new exciting funding opportunities, and an industry tour.
GIT (Governor's International Team)/ODEC	<ul style="list-style-type: none"> • ODEC working on the upcoming April Oklahoma World Trade Conference
ODAFF Market Development Events	<ul style="list-style-type: none"> • Made in Oklahoma Coalition Christmas Party • MIO Team Meeting • ODOC Team Meeting to collaborate on 2025 events including possible Japan World Expo project & Ireland/Scotland project • Attended Cattlemen's Congress • Visit Matador Foods

MADE IN OKLAHOMA COALITION

Made in Oklahoma Coalition – Advertising, Web and Social Traffic

Type	\$ Spent and Information	Highlights
MIO Featured Monthly Recipes in Tulsa World and Oklahoman	\$500/month each	Featured press release and 1-2 showcased recipes in food section
Marketing, Consulting and Graphics Retainer with Krush	\$9,025	Social media management, graphic design, account management, project management,

		email marketing, analytics, website hosting and SEO, etc.
MIO TV Cooking Segments on Channel 6 in Tulsa and Channel 4, 5 & 9 in OKC	OKC – 8 appearances Tulsa – 4 appearances	Natalie Mikels & David Brooks, MIO TV Personalities filmed in-person and remote segments for TV
Restaurants of the Month	Each month staff, along with Food Service Committee present the restaurant with their award and eat lunch as a group at their establishment.	November – Chalk Sports Bar and Grill, OKC December – Jamil’s Steakhouse, OKC January– Napa Flats Wood Fired Kitchen, Tulsa
MIO Broadcast Campaign	Campaign Flight - 3 months (Nov, Dec, April) Member Cost = \$1,750	Broadcast in OKC & Tulsa KWTW (News 9), KOTV (News 6) , KFOR (News 4) MEMBER ROI/MEDIA VALUE = \$23,333
MIO Fall/Winter Recipe Guide	Members were able to participate in this guide for \$250. This is the third of three installments (winter, fall and spring). This guide will run from mid- October- December.	Call to action: Download our Recipe Book! Total of 337 clicks Link to guide
Edible OKC Giveaways	\$100/giveaway	Every other month MIO partners with Edible OKC to give away a \$100 gift card to our restaurant of the month.
MIO Monthly Newsletter		<ul style="list-style-type: none"> o 5700+ distribution list o December Newsletter stats: o 29.9% open rate o 2,298 total opens o 329 clicks o 4.3% click through rate
OK Living Partnership highlighting MIO Recipes	Highlights 2-3 MIO recipes per month - Free publication to electric coop members	MIO provides recipe content and OK Living does the ad design
Recipes of the Month	MIO recipes are developed each month highlighting member company products.	November: - Sheet Pan Sweet Potato Casserole - Glazed Smoked Turkey Legs - Green Bean Casserole December: - Pepper Jelly Brie Bites - Big Buttery Chocolate Chip Cookies - Jam Swirled Coffee Cakes January:

		<ul style="list-style-type: none"> - One Pot Beer Braised Pork Roast - Cornmeal Pancakes - Okie Ramen Bowl - Thick Cut Cast Iron Grilled Steak with Garlic Butter
November Retailer of the Month	Homeland	Statewide locations
December Retailer of the Month	Phelps Market	Mannford OK
January Retailer of the Month	Williams Foods	Statewide locations

Made in Oklahoma Coalition – Other Activities

Activity	Information
Digital Advertising with Uptown Grocery/Pruett’s Food: <ul style="list-style-type: none"> - OKC & Edmond locations - Oct-Jan 	MIO co-ops the marketing cost of in-store digital signs in both Uptown Grocery locations and the NW Expressway Pruetts Food Store. These digitals are located throughout the store and at the checkout counters.
Reasor’s Sampling Events: <ul style="list-style-type: none"> - Monthly - Tulsa Metroplex 	Staff assisted Reasor’s and Brookshire Grocery Company employees and management team in recruiting local vendors to participate in sampling events in select Reasor’s stores. Additionally, MIO endcaps, shelf tags and in-store marketing materials are being integrated into the Grand Re-Openings of several Reasor’s locations.
Homeland: Free pork lunch, shopper sweepstakes and sampling event <ul style="list-style-type: none"> - November 19th - Homeland at Britton and May 	On November 19 th MIO partnered with the Oklahoma Pork Council to provide 200 free pulled pork sandwiches to Homeland shoppers. Along with the free pork lunch, 6 MIO companies participated in the sampling event and nearly \$800 worth of free groceries were given away to the winner of the Shopper Sweepstakes.
Phelps Market <ul style="list-style-type: none"> - Free Hot Dog Lunch and Vendor Sampling Event 	On December 4 th MIO partnered with Phelps Market in Mannford to provide a free hot dog and sausage lunch on Senior Day. Over 150 hotdogs were given away to shoppers.
MIO Court Cart with OKC Thunder <ul style="list-style-type: none"> - October-April - Paycom Center: OKC, OK 	MIO is entering its 4 th season with the OKC Thunder where we have partnered with Levy Restaurants on local themed concession cart. We pivoted concepts this year to a “cantina” theme with Mexican inspired dishes utilizing MIO products. So far sales are up 80% from last year. The cart is well advertised throughout the concourse and stadium.
MIO Retail Ad with Homeland Foods	MIO companies cost-shared a month-long ad in Homeland’s “Bring Home the Savings” ad booklet. 15 companies participated by purchasing ad space. Link to ad
MIO Retail Ad with Associated Wholesale Grocers	MIO ad running from 10/23/24 -11/23/24 See Ad 1 & Ad 2 10 MIO companies participated
MIO membership meeting <ul style="list-style-type: none"> - December 6th - January 10th 	The December meeting was held at the Regional Food Bank of Oklahoma. MIO members met, volunteered at the Food Bank and ate lunch. The January meeting was held via zoom due to inclement weather. All committees gave reports as to the upcoming events and projects they are working on.

MADE IN OKLAHOMA PROGRAM

Events	Date	Location	Details
Oklahoma Grape Growers and Winemakers Conference	Nov. 19	OKC	Presented over label design and booth merchandising
Agency Call	Nov. 21	Virtual	Agency wide call for updates and Market Development presentation
Colorado Proud Meeting	Nov. 22	Virtual	Met with coordinators of Colorado Proud to discuss Made in Oklahoma Program benefits, guidelines and logo usage.
Made in Oklahoma Meetup	Dec. 5	Stillwater	Met with Jamie Cummings (International Coordinator) and Emily Shuping (MIO Coalition Director) regarding program updates
OAK Discussion	Dec. 23	Virtual	Met with staff at OAK to plan monthly Made in Oklahoma Markets held at Heartwood Park.

New Producers:

Titanic Lifebelts LLC	T&T's Twisted Skulls	Good Grub with Grace	Snickerbear Crafts
Deadbroke Cowboys	Green-Eyed Butterfly Designs	Happy Soul Organics	Savannah Tallbear
JH Lasercrafts	Lilly Philly LLC	Shepps BBQ and Burgers	Drapery Manufacturing
Rockin W Meats	Heifer Cosmetics	Fleur de Laurel	Pink Petal Scents
Raising the Bar Soap Co.	Spoon Shark	Raye of Sunshine Handmade	The Huffman Family Farm
K9 Crate Creations	Mama's Mittens	Pisonero Creations LLC	The Lazy Clay Lady


Other Made in Oklahoma Activities:

- Reviewed analytics regarding the effectiveness of the Made in Oklahoma E-Commerce site. Assisted producers with product/site issues. Sent payments for fulfilled orders.
- Planning Tulsa Home and Garden Show – March 6-9
 - Created and sent out application for 10 booth spaces during this show
 - Gather applications and review with Tulsa Homebuilders Association for company selections
- Planning Ag Day at the Capitol – April 22
 - Create and sent application to participate in Ag Day
- Assist with OAK Markets
 - Extensive communication with OAK staff to host monthly Made in Oklahoma Markets at Heartwood Park

- Discussed city licensing, health department licensing, ABLE licensing, vendor requirements, etc.
- Created application
- Planning for Made in Oklahoma Workshop
 - Created and sent Eventbrite registration
 - Worked with 7 different companies to plan sessions/presentations for workshop. Set for 5 sessions including Strategic Marketing, AI, Event Engagement, Label Design/Product Packaging and Start up to Success (a panel of successful program companies sharing how they did it).
 - Worked with hotel to plan room set up, lunch, etc.
- Created invite list and reviewed deadlines for 2025 MIO Store at Oklahoma State Fair
- Reviewed new Producer applications and created new website listings/ added to database
- Worked with social media intern weekly to develop schedule and content for Facebook and Instagram pages
- Created and sent numerous invoices for events, boxes of bags, rolls of stickers, etc.

VITICULTURE & ENOLOGY

Viticulture & Enology – Field Work

Event	Location	Category	Highlights
Oklahoma Grape Growers and Winemakers Conference	OKC	Conference	<p>Attendees seemed satisfied with the session material. We had a decent turnout as well. For the first conference of this kind, it set a good precedent for future conferences and events. The goal next year is to have more out of state speakers.</p> 
Quarterly Tourism Meeting	Chickasha	Meeting	Was introduced to the new interim director of the Tourism Department. The route 66 100-year anniversary is only one year away, so seeing what Tourism has planned has been super

			beneficial. I am hoping to incorporate our route 66 wine trail into some of their promo.
Cattleman's Congress	OKC		Assisted the executive office in their Gathering of the Gal's event. The goal is to continue to learn about and network with the Oklahoma Beef industry as beef and wine go hand in hand. Partnering together for future events could be an incredible way to join two Oklahoma industries together.
Sabatia Wine Dinner	OKC	Oklahoma Wine Dinner	A local upscale restaurant chose an Oklahoma wine for their pairing dinner for the first time in their 15-year history of hosting these monthly dinners. It was incredible to see the response not only of the public but of the restaurant owners and fellow restaurant-wine industry attendees. The owner gave a speech also for the first time in the 15-year history about how Oklahoma does such an incredible job of supporting local business, farmers, and ranchers, so now it is time to do the same for wine.

Viticulture & Enology - Other Activities

- Re-opened our AVA application to expand Texas' Texoma AVA to include our side of the lake.
- Developed a strategic action plan for the next three years regarding the V&E position.
- Continued to manage incoming wine trails passports and send out their prizes.
- Coordinated the beverage sourcing for the OKLAS farm to table dinner taking place in late January 2025.
- Worked with Taste Advisor to continue plans to revamp the Wine Trails App to digitize passports and make the app overall more interactive.
- Ended our six-month Freestyle marketing campaign to advertise the passport program.
- Continued working on the logistics of providing grant opportunities to individual producers.

MARKET NEWS SERVICES

November 14, 2024-January 14, 2025

- **Grain Report:**

	November 14, 2024,	January 14, 2025,	DIFFERENCE	
WHEAT: (bu)	\$4.38-\$4.88	\$4.61-\$5.07	\$0.23 to \$0.19	Higher
MILO: (bu)	\$3.64-\$4.04	\$4.09-\$4.74	\$0.45 to \$0.70	Higher
SOYBEANS: (bu)	\$8.72-\$9.12	\$9.22-\$9.77	\$0.50 to \$0.65	Higher
CORN: (bu)	\$4.04-\$4.69	\$4.49-\$5.09	\$0.45 to \$0.40	Higher
COTTON: (lb)	63.07 cents	63.00 cents	0.07 cents	Lower

- **OKC NATIONAL STOCKYARDS (OKC) STEERS AND HEIFERS**

Year	Gender	Muscle Thickness	Prices	500-600 lb. Weighted Average
1-23-2024	STEERS	Number 1	\$258.00-\$299.00	\$278.50
1-14-2025	STEERS	Number 1	\$323.00-\$385.00	\$354.00

Year	Gender	Muscle Thickness	Prices	500-600 lb. Weighted Average
1-23-2024	HEIFERS	Number 1	\$220.00-\$256.00	\$238.00
1-14-2025	HEIFERS	Number 1	\$287.00-\$325.00	\$306.00

- **Weekly Report:**

- Six weekly Oklahoma Market Reports were sent to 11,851 subscribers November 14, 2024-January 14, 2025 (**up from 102 subscribers last report**).

- **Voice Messaging System:**

- The market news voice messaging system during
 - Monthly Total: November 14, 2024, January 14, 2025, **6,980 Accessed Times**
 - Last Report September 27, 2024, November 14, 2024, **6,893 Accessed Times**
 - Compared to Last Month: **Accessed Times-is UP 87 on Accessed times**

- **Oklahoma Agriculture Market News**

- **Facebook Page**
 - Likes/Followers 661
 - **Likes/Followers UP 22**
 - People reached through pasted report: 1,350 people

- **Oklahoma Hay Directory**

- Hay Directory
 - **105 people are on the Oklahoma Hay Directory.**

- **Hay Report**

- **Hay Remarks – From our Producers (Each statement or comment is from a different hay producer)**
 - Supply has picked up but not enough to say I have been steady.
 - Receiving much needed rain to fill ponds and retain cattle a little longer will allow me to sale few more bales to customers.
 - Not much has changed, continuing to sale to long time customers.
 - This has been the most interesting year yet that I have had in the hay business. I have been in the business for 20 plus years too. From having less cattle in the country to having more hay bales than we can cattle.

This Month: November 14, 2024, January 3, 2025, Hay Traded 15,673

Last Year November 21, 2023, January 19, 2024, Hay Traded 29,533

DOWN 13,860 Bales Reported

OKLAHOMA HAY MARKET REPORT

1-3-25

H-13

Receipts: 3,018 Last Reported: 3,628 Year Ago: 6,391

Compared to the last report, demand for hay remains light, and prices remain steady. Trade was down from the previous report due to holidays. We might see some cold winter air move in over the next couple of weeks. The availability of Oklahoma hay remains high as most hay producers still have barns full of hay.

Type	Size	Shape	Trend Price Range	Bale/ Per Ton	2024/2023/Rough
Alfalfa	Large	Square	130.00-150.00	Per Ton	2024 Hay
Alfalfa	Large	Round	130.00-150.00	Per Ton	2024 Hay
Grinding Hay	Large	Ground	80.00-90.00	Per Ton	N/A
Bermuda	Large	Round	70.00-90.00	Per Bale	2024 Hay
Bermuda	Large	Round	50.00-55.00	Per Bale	2023 Hay
Bermuda	Large	Square	No Trend	N/A	N/A
Wheat	Large	Round	80.00-90.00	Per Ton	2024 Hay
Wheat	Large	Square	80.00-90.00	Per Ton	2024 Hay
Grass	Large	Round	No Trend	N/A	N/A
Grass	4x5-4x6	Round	45.00-55.00	Per Bale	2024 Hay
Grass	4x5-4x6	Round	25.00-35.00	Per Bale	2024 Hay Unfertilized Hay
Grass	Any Size	Round	25.00	Per Bale	2023/Rough Hay

The Oklahoma Mesonet Drought Monitor shows that 0 percent of the state is in exceptional drought, 0 percent is in extreme drought, 0.33 percent is in severe drought, 5.52 percent is moderate, 29.72 percent is abnormally dry conditions, and 70.28 percent has no drought conditions.

*** The next report release will be on January 17th **

Central

Type	Quality	Ask or Trade	Bale/ Per Ton	Size	Shape	Qty	Price Range	Wtd. Avg.	Freight/Used
Alfalfa	Good	Ask	Per Ton	Large	Square	0	150.00	150.00	F.O.B
Alfalfa	Fair/Good	Trade	Per Ton	Large	Square	1128	135.00	135.00	F.O.B.
Bermuda	Good	Ask	Per Bale	Medium	Round	0	60.00	60.00	F.O.B.

North Central

Type	Quality	Ask or Trade	Bale/ Per Ton	Size	Shape	Qty	Price Range	Wtd. Avg.	Freight/Used
Bermuda	Premium/Supreme	Ask	Per Bale	Large	Round	0	90.00	90.00	F.O.B
Bermuda	Premium/Supreme	Trade	Per Bale	Small	Square	30	11.00	11.00	F.O.B
Bermuda	Good/Premium	Trade	Per Bale	Large	Round	160	80.00	80.00	F.O.B
Bermuda	Good	Trade	Per Bale	Large	Round	220	70.00	70.00	F.O.B

Northeastern

Type	Quality	Ask	Bale/	Size	Shape	Qty	Price	Wtd.	Freight/Used
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		or Trade	Per Ton				Range	Avg.	
Alfalfa	Good/Premium	Trade	Per Ton	Large	Square	480	200.00	200.00	Delivered
Alfalfa	Good	Ask	Per Ton	Large	Square	0	150.00	150.00	F.O.B
Bermuda	Good/Premium	Trade	Per Bale	Large	Round	160	150.00	500.00	Delivered
Prairie/ Meadow	Premium	Ask	Per Bale	Medium	Round	0	55.00		F.O.B
Prairie/ Meadow	Good/Premium	Ask	Per Bale	Medium	Round	0	50.00	50.00	F.O.B
Prairie/ Meadow	Good	Trade	Per Bale	Medium	Round	520	45.00	45.00	F.O.B

Northwestern

Type	Quality	Ask or Trade	Bale/ Per Ton	Size	Shape	Qty	Price Range	Wtd. Avg.	Freight/Used
Alfalfa	Good	Trade	Per Ton	Large	Square	400	175.00	175.00	Delivered
Alfalfa	Fair/Good	Ask	Per Ton	Large	Square	0	130.00	130.00	Delivered
Alfalfa	Fair/Good	Trade	Per Ton	Ground	Ground	85	85.00	85.00	F.O.B
Bermuda	Good/Premium	Ask	Per Ton	Large	Round	0	80.00	80.00	F.O.B.
Wheat	Good	Ask	Per Ton	Large	Round	0	80.00	80.00	F.O.B

Agricultural Environmental Management Services (AEMS)
Division Activities

General Activities

- AEMS Staff attended the 2024 Oklahoma Governor’s Water Conference in Norman.
- The AEMS Division held their annual winter retreat in OKC to include field staff.
- AEMS Staff participated in the OWRC Water Research Advisory Board’s annual discussion to identify priority projects for the upcoming year.
- AEMS staff gave a presentation to the Oklahoma Youth Leadership Group.

Complaints

	Received	Closed*
This Reporting Period	7	4
Total FY25	40	46

**These numbers include closing of older complaints.*

Complaint Breakdown for this Reporting Period

Cattle:	1
Swine:	0
Poultry:	0
Misc Animal:	1
Other:	0
Animal Shelter:	0
Pet Breeder:	5

Program Activities

A summary of the inspections, compliance and technical assistance conducted by the ODAFF AEMS Staff for this reporting period.

CAFO & LMFO ACTIVITIES

	Nov 16-Dec 15	FY 25 Total
Complaint or Compliance Follow-ups	8	41
Annual Inspections	35	262
Technical Assistance with Contacts	42	90
Site Visit/Review – No contact made	7	48

POULTRY ACTIVITIES

	Nov 16-Dec 15	FY 25 Total
Complaint or Compliance Follow-ups	3	17
Annual Inspections	52	261
Technical Assistance with Contacts	149	751
Site Visit/Review – No contact made	50	362
OSU Poultry Education Classes Attended	2	5
Eucha-Spavinaw CNMP Written	4	32

PET BREEDER & SHELTER ACTIVITIES

	Nov 16-Dec 15	FY 25 Total
Complaint or Compliance Follow-ups	7	30

Annual Inspections	29	187
Technical Assistance with Contacts	39	78
Close Outs	5	23

AGPDES ACTIVITIES

	Nov 16-Dec 15	FY 25 Total
Complaint or Compliance Follow-ups	0	5
Site Inspections	1	5
Technical Assistance with Contacts	0	17

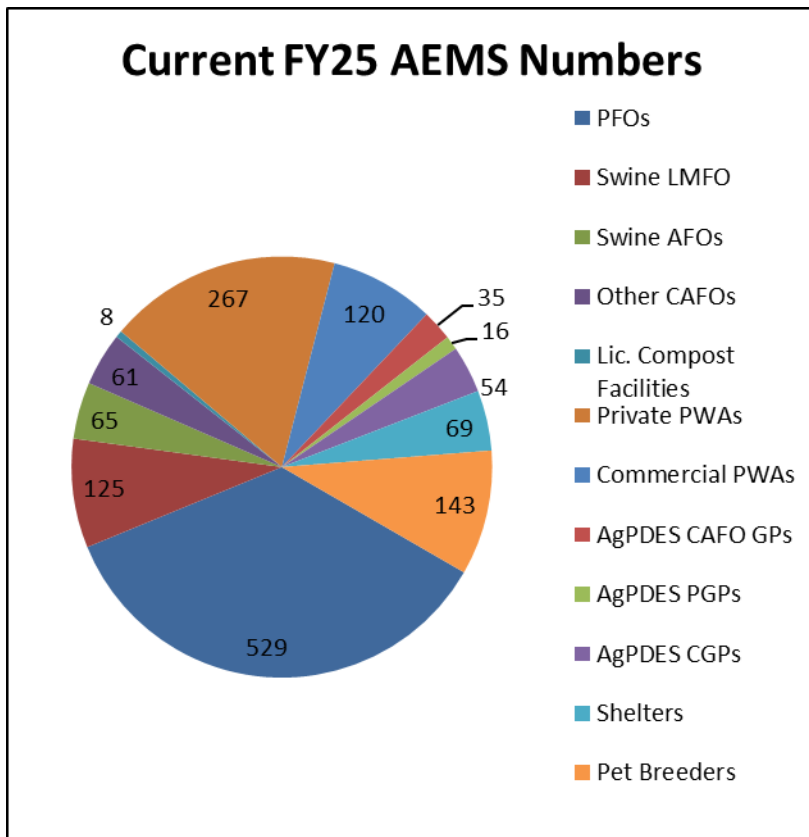
COMPOSTING ACTIVITIES

	Nov 16-Dec 15	FY 25 Total
Complaint or Compliance Follow-ups	0	0
Site Inspections (all)	1	5
Technical Assistance with Contacts	1	17

AgPDES Permitting Activities

-
- Number of AgPDES CAFO Authorizations this reporting period: 0
 - Number of AgPDES PGP Authorizations this reporting period: 0
 - Number of AgPDES CGP Authorizations this reporting period: 0

Active Licenses/Registrations/Certifications/Permits



Respectively,

Teena G. Gunter
AEMS Division

**BEFORE THE STATE BOARD OF AGRICULTURE
 OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY
 DECEMBER 2024 BOARD REPORT
 REGARDING DECEMBER 2, 2024 THROUGH JANUARY 12, 2025 ACTIVITIES
 OF THE OFFICE OF GENERAL COUNSEL**

AMOUNT OF ADMINISTRATIVE FINES COLLECTED:

Amount to Date (2025)	Amount of Fines for this Board Meeting
\$0	\$16,700
\$236,230	2024
\$372,095	2023
\$207,400	2022

CONTRACTS REVIEWED OR DRAFTED (32):

Marketing: 8
Admin: 3
Exec: 1
Animal Industry: 7
Forestry: 11
CPS: 2

ADMINISTRATIVE HEARING PROCEEDINGS:

Total Number of Open Cases: 93
Total Number of New Cases: 98
Total Number of Cases Closed: 17
NOVs Sent: 29

OTHER ACTIONS AND PROCEEDINGS:

<p>Aldridge v Bayer et al., Oklahoma County Case Number CJ-2024-4667: Governmental Tort Claims lawsuit by citizens for alleged injuries sustained through use of Roundup or Glyphosate. ODAFF Forestry is included as a defendant due to allegation that an Oklahoma Forest Stewardship Plan in 2008 advised, directed, instructed, or supervised use of Roundup on plaintiffs’ property in Oklahoma County. The Attorney General’s Office is handling this claim for ODAFF.</p>
<p>Stitt v Drummond, Oklahoma County Case Number CV-2024-606: Lawsuit by Governor and certain Cabinet Secretaries against the Attorney General’s Office regarding AG Opinion 2024-5. Oral arguments on Motion for Summary Judgment</p>

occurred May 9, 2024. Judge Ogden ruled for the Attorney General. The case was accepted for review by the Oklahoma Supreme Court.
<i>Spring Creek Coalition v. ODAFF and Trong, Cherokee County Case Number CJ-2021-29:</i> Petition seeking declaratory and injunctive relief. Answer filed.
<i>Spring Creek Coalition v. ODAFF and Phan, et al., Delaware County Case Number CJ-2021-33:</i> Petition Seeking Declaratory and Injunctive Relief. Order Granting Partial Summary Judgement entered June 28 th , 2024. Motion to Reconsider overruled. Petition in Error filed in Supreme Court September 25, 2024. Motion to Dismiss filed and Answered. Motions to intervene/file Amicus.

MEETINGS:

Date	Activity
December 2, 2024	AEMS Retreat
December 3, 2024	AEMS Retreat
December 3, 2024	EPA AAWQ Ad Hoc Workgroup
December 3, 2024	Directors
December 4, 2024	Commissioners of Land Office
December 5, 2024	AALA: Election Impact on Agriculture
December 5, 2024	CLO Audit Committee
December 6, 2024	EPA AAWQ Subcommittee Public
December 6, 2024	EPA AAWQ Subcommittee Administrative
December 9, 2024	AEMS Legal
December 10, 2024	Directors
December 11, 2024	EPA AAWQ Ad Hoc Workgroup
December 12, 2024	OBA GALPS Annual Seminar
December 12, 2024	Hearing Conference
December 16, 2024	Public Hearing for Rules
December 16, 2024	Board of Agriculture
December 18, 2024	ODAFF AgPDES and EPA
December 19, 2024	CLO Special Audit Committee
December 30, 2024	AEMS Legal
January 6, 2025	AEMS Legal
January 7, 2025	Directors
January 8, 2025	EPA AAWQ Ad Hoc Workgroup
January 9, 2025	Commissioners of Land Office

RULE ACTIVITIES:

<p>Chapter 10. Agricultural Products (Permanent FY 2025): On October 8, 2024, the Notice of Rulemaking Intent was submitted and accepted by the Office of Administrative Rules. Publication will occur on November 1, 2024. Public comment was open from November 1, 2024, through December 2, 2024. A public hearing took place on December 3, 2024. On December 16, 2024, the rules were approved by the Board. On December 18, 2024, the rules were submitted to the Legislature.</p>
<p>Chapter 15. Animal Industry (Permanent FY 2025): On October 8, 2024, the Notice of Rulemaking Intent was submitted and accepted by the Office of Administrative Rules. Publication will occur on November 1, 2024. Public comment was open from November 1, 2024, through December 2, 2024. A public hearing took place on December 3, 2024. On December 16, 2024, the rules were approved by the Board. On December 18, 2024, the rules were submitted to the Legislature.</p>
<p>Chapter 17. Water Quality (Permanent FY 2025): On October 8, 2024, the Notice of Rulemaking Intent was submitted and accepted by the Office of Administrative Rules. Publication will occur on November 1, 2024. Public comment was open from November 1, 2024, through December 2, 2024. A public hearing took place on December 3, 2024. On December 16, 2024, the rules were approved by the Board. On December 18, 2024, the rules were submitted to the Legislature.</p>
<p>Chapter 30. Consumer Protection (Permanent FY 2025): On October 8, 2024, the Notice of Rulemaking Intent was submitted and accepted by the Office of Administrative Rules. Publication will occur on November 1, 2024. Public comment was open from November 1, 2024, through December 1, 2024. A public hearing will take place on December 2, 2024. On December 16, 2024, the rules were approved by the Board. On December 18, 2024, the rules were submitted to the Legislature.</p>
<p>Chapter 37. Food Safety (Permanent FY 2025): On October 8, 2024, the Notice of Rulemaking Intent was submitted and accepted by the Office of Administrative Rules. Publication will occur on November 1, 2024. Public comment was open from November 1, 2024, through December 1, 2024. A public hearing will take place on December 2, 2024. On December 16, 2024, the rules were approved by the Board. On December 18, 2024, the rules were submitted to the Legislature. On November 11, 2024, the Notice of Rulemaking Intent was submitted and accepted by the Office of Administrative Rules. Publication will occur on November 15, 2024. Public comment was open from November 15, 2024, through December 16, 2024. A public hearing will take place on December 16, 2024.</p>
<p>Chapter 40. Market Development (Permanent FY 2025): On November 11, 2024, the Notice of Rulemaking Intent was submitted and accepted by the Office of Administrative Rules. Publication will occur on November 15, 2024. Public comment was open from November 15, 2024, through December 16, 2024. A public hearing will take place on December 16, 2024.</p>

OPEN RECORDS REQUESTS (22):

AEMS: 3

CPS: 5
AIS: 6
Pet Breeders: 4
Market Development: 1
Food Safety: 2
Forestry: 1

OTHER ACTIVITIES:

Phone calls or emails with the public: 5
Assistance to industry: 0
Assistance to AEMS: 2
Assistance to CPS: 2
Assistance to Wildlife Services: 0
Assistance to Forestry: 5
Assistance to AIS: 4
Assistance to Admin: 3
Assistance to Market Development: 2
Assistance to other state agencies: 3
Assistance to federal agencies: 0
Assistance to Food Safety: 8
Assistance to NASS: 0
Assistance to Executive Office: 10
Assistance to Lab: 0
Assistance to Investigative Services: 0
Assistance to Human Resources: 4
Assistance to Legislature: 0
Assistance to Attorney General: 1
Assistance to Public Information: 0
Assistance to Governor: 0

Respectfully Submitted,



Teena G. Gunter
General Counsel

FOOD SAFETY BOARD REPORT

JANUARY 2025

POULTRY & EGG GRADING, PRODUCE AND ORGANIC SECTION

POULTRY AND EGG SECTION

In Broken Bow at Tyson Foods, USDA poultry grading was performed by ODAFF inspectors on 1,811,885 pounds of poultry – boneless/skinless leg meat & bone in/skin on parts and ground meat. ODAFF inspectors provided USDA shell egg grading on 42,840 dozen eggs at Cal-Maine Foods Inc. at Sulphur. ODAFF inspectors provided USDA poultry grading services on poultry products being shipped from National Steak & Poultry Quality Meats in Owasso. Also, routine egg quality inspections under the Oklahoma egg law were conducted.

ORGANIC FOODS SECTION

Organic inspectors completed compliance and certification inspections at:

- Six organic crop producers
- One organic livestock producer
- Three organic processors
- Collected one organic sample
- Eleven retail organic inspections
- The organic section had requests for 2,000 certified organic stickers from Oklahoma Certified Organic producers and processors, which display the stickers on all products sold, labeled, or represented as Organic across the United States.
- The organic section had 2 requests for organic crop applications and 2 requests for organic processing applications.

POULTRY & EGG GRADING, PRODUCE AND ORGANIC SECTION

PRODUCE SAFETY SECTION

- Contacted 40 farms to determine coverage/exemption under the Produce Safety Rule
- Sent 2 e-mail newsletters to advertise future Produce Safety trainings and USDA-FSA program
- Scheduled 2 Produce Safety Alliance grower trainings for next spring
- Working on learning and preparing to teach the new water rule
- Meeting with FDA state liaison
- Regular conference calls with TX, LA, AR, NM, MO, MS

HOMEMADE FOOD FREEDOM ACT

- Received 5 complaints on Homemade Food Freedom Act businesses.
- Meat compliance assisted with 3 complaints.
- 2 complaints we did not find any evidence or could not enforce

OKLAHOMA MEAT INSPECTION SERVICES INVESTIGATIONS AND COMPLIANCE ACTIVITIES

Planned Compliance Reviews	05
Random Compliance Reviews	215
Person-to-Person Contacts	93
Special Investigations and/or Projects	10
Reports of Apparent Violations	00
Detentions	00
Consumer Complaints	15
Verbal Warnings Issued	17
Letters of Warning Issued	00
Samples Submitted to Lab for Analysis	00
Accident Investigations	00
Administrative Procedures Act (Pending)	01 <i>(The Forum Group LLC 2nd Violation)</i>

The Oklahoma Highway Patrol notified Meat Inspection Compliance with three (3) truck accidents in the month of December 2024.

See details below:

ACCIDENT LOCATION	ANIMAL PRODUCT	DISPOSITION
<ul style="list-style-type: none"> • US-270 & N. 2420 Rd, Oakland • HWY 283 & 6 Beckham County • I-44 & I-35 OKC 	<ul style="list-style-type: none"> • 68 head of cattle mixed • 19 cases (1,897 lbs) Bnls 50/50 beef trimmings • 665/40 lbs of beef trimmings (29925 lbs) 	<ul style="list-style-type: none"> • 28 dead buried on site • All product/landfill • Sent back for reinspection

Highlighted Activities

During the course of Random Reviews and Anonymous Consumer Complaints, Compliance and Investigation Services sent out zero (0) Letter of Warning for Violations of the Oklahoma Meat Inspection Act and/or State Statutes

Leave: Ron- 16 hours Wayne- 32 hours Brad- 36.5 hours

OKLAHOMA MEAT INSPECTION SERVICES INVESTIGATIONS AND COMPLIANCE ACTIVITIES

SLAUGHTER MEAT INSPECTION

Number of Cattle	1,325
Total Beef Condemned	12,620 lbs
(Beef heads & livers)	(avg. H wt 20 lbs, avg. L wt 10 lbs)
Number of Swine	150
Total Pork Condemned	604 lbs
(Pork heads & livers)	(avg. H wt 10 lbs, avg. L wt 2 lbs)
Number of Sheep & Goats	4,759
Total Condemned	0 lbs
Number of Chickens	354
Number of Rabbits	0
Total Condemnations	0 lbs
Number of Buffalo	20
Total Condemnations	470 lbs
TOTAL MEAT INSPECTED	1,454,900 lbs

AVG. CARCASS WT

Beef 700 lbs, Pork 250 lbs,
Sheep/Goat 100 lbs

AVG. SWINE

HEAD/LIVER
Head 10 lbs / Liver 2 lbs

AVG. BEEF HEAD/LIVER

Head 20 lbs / Liver 10 lbs

AVG. LAMB/GOAT

HEAD
Head 2 lbs

PROCESSED BOXED MEAT INSPECTED

Processed Red Meat	767,372 lbs
Condemned on Reinspection	0 lbs
Poultry (Portions)	215,398 lbs
Condemned on Reinspection	0 lbs
Rabbit Meat	0
Condemned on Reinspection	0 lbs
Exotic Deer Meat	0
Condemned on Reinspection	0 lbs
TOTAL PROCESSED MEAT INSPECTED	982,770 lbs

MEAT SAMPLE ACTIVITY

- 11 Samples Submitted for Analysis
- 11 Samples Analyzed
- 10 Samples Negative Analysis
- 0 (Heat) Samples Not Analyzed
- 0 Samples Non-Compliant
- 1 Sample Positive Results

DAIRY SECTION

Dairy staff conducted routine inspections at dairy farms, dairy plants, performed equipment checks and collected farm and plant dairy samples throughout the state.

Additionally, Dairy Services conducted a dairy farm survey for DFA SE 102 Council 102 (BTU 40-102) in northwestern Oklahoma. This BTU received a passing score and information regarding this survey is available on FDA's Interstate Milk Shippers List website.

Under the direction of the State Veterinarian, Dairy staff has implemented additional bio-security protocols when visiting dairy farms throughout the state. This information is being shared with our producers, and they are encouraged to contact the State Veterinarian if their herd show symptoms related to HPAI. It should be noted that milk from sick cows is routinely separated and discarded. Also, pasteurization deactivates viruses and pathogens. Milk from affected herds does not pose a health risk to the public if it has been pasteurized. Consuming pasteurized dairy products is always recommended.

In December, Dairy services was approved for a HPAI PPE grant by AFDO in the amount of \$1,568.

Also, under the direction of the State Veterinarian and USDA, Dairy services expanded HPAI sampling to all dairy farms beginning January 6, 2025. Farm samples are tested at the Oklahoma Animal Disease Diagnostic Laboratory in Stillwater. To date, all Oklahoma permitted dairy farms have tested negative for HPAI.

In December, Dairy services were approved for 2025 training funding by AFDO in the amount of \$17,740.89. These funds are to cover 100% of the travel expenses associated with the FDA sponsored dairy/plant courses and NADRO.

Sincerely,

Scott Yates
Director of Food Safety

Communications

Compiled 1/17/2025

Social Media Highlights



Ag Youth Council December Session – Dec. 6 | Posts on Facebook and Instagram highlighted the Ag Youth Council December session which included visits to an agritourism Christmas tree farm and the NRHA Futurity & Adequan North American Affiliate Championship Show. The post reached 16,564 accounts and received 81 impressions.



Annual Holiday Lunch – Dec. 20 | Posts on Facebook and Instagram highlighted the ODAFF holiday lunch. Sec. Arthur honored employees with service awards for their dedication to the state agency, recognizing milestones of 5, 10, 15, 20, and 25+ years. The State Board of Agriculture members also joined employees for the celebration. The post reached 2,141 accounts and received 41 impressions.



Gathering of the Gals Promotional – Dec-Jan | Posts on Facebook and Instagram highlighted keynote speakers for the Gathering of the Gals event at Cattlemen's Congress. The posts reached more than 70,000 accounts and received more than 171 impressions.



Gathering of the Gals Recap – Jan. 14 | Posts on Facebook and Instagram recapped the second annual Gathering of the Gals at Cattlemen's Congress was a success. Attendees were inspired by two dynamic panels of women in agriculture and participated in a beef quality-grade taste testing, courtesy of the Oklahoma Beef Council. The post reached 16,222 accounts and received 190 impressions.



Year of Youth in Agriculture – Jan. 14 | A video on Facebook announced 2025 as the Year of Youth in Agriculture. This campaign will celebrate the amazing opportunities for young people in the agriculture industry throughout 2025. The video reached 7,000 accounts and received 212 impressions.

Social Media Impact

Facebook

Followers: 23.8K Followers

Reach: 163K Accounts

Instagram

Followers: 4.1K Followers

Reach: 16.3K Accounts

JANUARY, 29 2025 BOARD MEETING

PURCHASES/CONTRACTS

ADMINISTRATIVE SERVICES

\$7,200.00 - FY25 – Onward Fleet– This cost is associated with the new Statewide contract that was put in place to outfit all of our large and standard vehicles with AVL/GPS devices for all remaining state vehicles to be within compliance. This service will enable the remaining agency fleet vehicles to be equipped with AVL devices. Initially, this expense was intended to be paid to OMES Fleet Management; however, OMES has now transferred these services to Onward Fleet. **Justification:** Without this, we will be outside of compliance with the Governor's Executive order to outfit all State Vehicles with AVL devices.

FOOD SAFETY

Computers, printers and Accessories for Meat Inspection Services – \$36,000.00

Meat Inspection Services need to purchase computers to replace USDA FSIS with State of Oklahoma computers. The expense will be less due to using state IT services and maintenance versus using FSIS IT service. State Legislature set aside \$36,000 to replace these computers, printers and accessories.

FORESTRY SERVICES

FY25 - \$200,000

Requesting additional funds for repairing firefighting equipment including but not limited to dozers, Bambi buckets, UTVs and slip-on firefighting units. These purchases will be made using PCard, Comm Data, and POs for repairs that cost more than \$5,000 when a piece of equipment has significant issues and requires Board approval. **Justification:** This will allow the equipment to be repaired quickly after completion of the bidding process and back in service for fire management activities. **The first \$200,000 was requested in January 2024.**

FY25 Type 6 Engines - \$600,000.00 (State appropriated funds – Wildland Fire Response Resources)

Purchase nine (9) Type 6 wildland firefighting engines. These engines will include the cab/chassis, slip-on firefighting unit, toolboxes, emergency lighting, mobile radios, and miscellaneous firefighting supplies. These engines will be used primarily for fire suppression response on a statewide level but will also support national response if requested. **Justification:** These engines will be replacing aging/high mileage engines approaching twelve years being in service. Funding for this purchase comes from the Oklahoma Legislative Session, FY25 appropriations & 245 funds. **The first \$536,068 was requested in July 2024.**

FY 26- \$10,000

Purchase of shipping bags is used to distribute seedlings to landowners in Oklahoma and surrounding states. Bags are specifically designed with paraffin lining to retain moisture during the shipping process thereby maintaining seedling quality. **Justification:** without bags, there is no way to deliver seedlings to customers.

FY26- \$25,000

Renewal of agreement/membership with Western Gulf Forest Tree Improvement Cooperative (WGTIP). **Justification:** The agreement with Western Gulf Forest Tree Improvement is essential in helping FTIC receive new information for improving genetic research for Oklahoma and to get tree breeding information from other WGTIP partners.

FY26 - \$15,000

Renewal of agreement/membership with Auburn Nursery Cooperative (contingent upon Federal Forest Stewardship grant allocation). It is essential that FRC have an agreement with Auburn Nursery Cooperative to be able to use certain chemicals under their license when fumigating fields. **Justification:** without this membership, the cost to fumigate, which is needed to produce tree and shrub seedlings, would increase to more than \$100,000.

FY26 - \$50,000

Fumigation to control insects, disease pathogens and weed seed, like nutgrass, in production fields at Forest Regeneration Center in Goldsby. **Justification:** without fumigation control, insects, weeds, and disease issues would result in poor quality seedlings and increased cost.

FY26– \$15,000

Pesticides for seedling production at the Forest Regeneration Center and Forest Tree Improvement Center (FTIC). **Justification:** without pesticides seed, seedlings quality and production would decrease because of problems with insects, fungus, and weeds.

FY26 – \$15,000

Tree and shrub seed for use at the Forest Regeneration Center and Forest Tree Improvement Center. OFS personnel collect most seed used, but some varieties are more economically feasible to purchase seed than to send crew out to collect it. **Justification:** without this purchase, we would be more restricted on what we could grow and either seedling production would be reduced, costs would be increased, or both.

FY26- \$18,000

Pinecone collection at FTIC seed orchard in Idabel is vital to enhanced genetics and vital to our conservation seedling program. They provide the best genetically suited pine trees for Oklahoma landowners. Contracting experienced labor to collect seeds is required due to lack of personnel. **Justification:** without this purchase, pinecone seed would not be collected, and the seedling program would be severely limited.

FY26- \$30,000

Contract harvesting services is needed by qualified, trained workers to lift 3 million seedlings. Each year, the Forest Regeneration Center (FRC) delivers up to 3 million seedlings to Oklahomans for conservation planting. To meet the planting demands of landowners throughout the state, a steady supply of seedlings is required. To make sure our customers have quality, healthy seedlings, delivered on schedule, a trained harvesting crew is required to lift these seedlings. Some of the harvesting will be completed by FRC staff. However, we no longer have the inmate crew that we used in the past. **Justification:** without this purchase, we will not be

able to lift the seedlings in a timely manner and we will fail to meet the delivery requirements for Oklahoma customers.

FY26- \$9,500

Purchase 90% sulfur Pastille for Forest Regeneration Center. Sulfur is needed to keep the soil pH between 5 and 6.5 for all the conservation seedlings grown at FRC which are sold to landowners throughout Oklahoma and the nation. **Justification:** Without this purchase, the soil will not meet the requirements to grow the seedlings and the seedlings will not survive for their intended use.

FY25- \$10,000

Purchase soil media to grow containerized seedlings at the Forest Regeneration Center and Forest Tree Improvement Center. Soil media is needed to grow seedlings for conservation plantings such as wetland restoration and reforestation projects. Landowners with challenging planting sites request container seedlings. **Justification:** Without the soil media, OFS would not be able to provide containerized seedlings.

FY 26- \$15,000

Purchase of tree seedling containers for FRC and FTIC. Container cells and trays will be used to grow seedlings for conservation plantings such as wetland restoration and forest mitigation sites. Container seedlings are requested by customers who face more challenges on their planting sites. **Justification:** Without our containerized seedling options, these customers would have failure of their conservation plantings.

FY26- \$15,000

Aerial spray pesticide application to the seed production pine tree orchards. OFS needs to spray the cone crop in our genetically improved pine tree orchards. This year there was a noticeable decrease in embryotic material filled seed in the cones collected at the orchards. This is a result of the presence of cone worms/seed insects. Aerial application of pesticide spray to the orchards will control these pests (cone worms/seed bugs). **Justification:** Without this purchase, there will be a continued decline in the production of genetically improved seed.

FY26 - \$7,000

Rental equipment for Forest Tree Improvement Center. Rent articulation and tracks boom lifts to collect pinecones at the Forest Tree Improvement Center. Seed collection is required to grow conservation seedlings and conduct genetic testing. **Justification:** Without the lifts, seed collection from the seed orchard would not be possible.

FY26- \$9,300.00

Land Lease-Commercial BB Office & Land Lease-land only SE Complex **Justification:** This is the space where office is located & land behind office.

FY26- \$2,200.00

Land Lease-land only SE Complex - **Justification:** land behind office 220 acres

FY26- \$19,800.00

Electricity - SE Area office; SE Area complex; Antlers complex; Carter Tower complex; Sobol Tower repeater; Tom Tower repeater; Security lights

FY26- \$7,500.00

Telecommunications-phone/internet/Long Distance service for SE Area Complex; Antlers Complex; and cell phone services for SE Area

FY26- \$8,550.00

Utility-water, sewer, propane, natural gas, trash service for SE Area complex; Antlers complex; Carter Tower complex.

FY26- \$183,250.00

Equipment Repair - maintenance and repair of all SE Area equipment including mowers, dozers, trailers, tractors, chain saws, blowers, and building maintenance/repair at all SE Area facilities.

FY26- \$9,200.00

Safety/Security Supplies - replacement radio parts, antennas for handhelds, antennas for dozers and other supplies

FY26- \$9,000.00

Maintenance/Repair buildings and grounds at SE Complex, Antler's complex and Carter Tower House

FY26 - \$25,000 Electric, phone/internet, utilities (natural gas, water, trash service, sewer) for 3 offices: Tahlequah, Sallisaw, & Jay. **Justification:** Above is the necessary expenditure to operate 3 offices. The operation of these offices is crucial to maintain emergency response radio communication, as well as serve as a location for Forest Rangers to maintain equipment so they can respond to wildfires.

FY26- \$60,000 Equipment repair for mowers, ATV's, UTV's dozers, and trailers. **Justification:** Above is a necessary expenditure so we can keep our firefighting equipment/machinery fire ready. Without these funds, our Forest Rangers would not be able to respond to wildfire when their equipment needs repaired. This money will also go towards the upkeep of our lawnmowers and trailers.

FY26 - \$6,000 New zero turn lawnmower for Sallisaw office **Justification:** The current lawnmower at the Sallisaw office is old and constantly has to be repaired. This new lawnmower will allow the Sallisaw office to keep their grounds maintained.

FY26- \$15,000

National Association of State Foresters is an organization composed of the directors of forestry agencies in the states, territories and the District of Columbia. Oklahoma has been a member of this organization for decades. This grant provides Oklahoma Forestry Services with the current policies and procedures regarding fire protection and forest management. (Federal Funds)

Justification: Without this purchase we would lose our connections to other States and plans that emphasize forestry needs.

FY26 - \$55,000

Uniforms for OFS employees. OFS employees are required for recognition by the public. Full allotments are purchased for new employees. **Justification:** Existing employees are provided an annual allotment of uniforms to replace worn and old uniforms. OFS employees provide a vital public safety function, requiring public recognition of our personnel. (Federal & State Funds)

FY26 - \$150,000

Purchase firefighting personal protective equipment for OFS employees from the Department of Defense E-Mall. **Justification:** required to supply OFS firefighters with mandatory personal protective equipment (PPE) and other equipment through.

FY26- \$30,000

Oklahoma Forestry Services will be providing financial assistance to landowners to manage invasive plant species currently present on the land. By participating in this program, landowners will be able to remove non-native invasive plants on their lands. **Justification:** Landowners will maintain healthy forests across the landscape that are resilient to current and future forest health threats such as pests, diseases, and wildfire. Funds spent on this program will be federally reimbursed.

FY 26 - \$60,000

Purchase ESRI ArcGIS Online Licenses (Federal Grant) – **Justification:** This allows the OFS Incident Management Team and fire personnel to utilize Collector, giving our firefighters real-time wildland fire data exchange. Data collected from the Collector application gives firefighters an advantage on fighting fires and increases overall firefighter and public safety.

FY26 - \$200,000

To repair firefighting equipment including but not limited to dozers, Bambi buckets, UTVs and slip-on firefighting units. These purchases will be for repairs for more than \$5,000 when a piece of equipment has significant issues and requires Board approval. **Justification:** This will allow the equipment to be repaired quickly after completion of the bidding process and back in service for fire management activities.

FY25 Skid Steer Attachment- \$30,000 (IIJA St Fire Asst Mtgtn GR)

Purchase of a skid steer with mulching head that will be used for mitigating hazardous wildland fuels. This is a mission critical piece of equipment that will remove surface and aerial fuels around designated Communities at Risk throughout all of Oklahoma. **Justification:** By eliminating these fuels, responders will have a much safer work environment and have conditions in place that will enhance suppression operations limiting impacts to communities.

FY26- \$8,400.00

Telecommunications-phone/internet/Long Distance service for EC Area Complex; Talihina Complex; and cell phone services for EC Area.

FY26- \$15,700.00

Utility-water, sewer, propane, natural gas, trash service for EC Area complex & Talihina complex.

FY26- \$7,500.00

Electricity - EC Area complex & Talihina complex.

LABORATORY SERVICES

FY25 - \$5932.00 – Lab Equipment

Purchase of a Black Stack Thermometer for Mass II testing.

MARKET DEVELOPMENT

FY2025 — Local Food for Schools (LFS) Grants with the objective of providing food assistance purchases of domestic local foods for distribution to schools. - Legislative Directed Spending - \$3,200,000.00

Justification: With funding made available through the Oklahoma State Legislature, ODAFF will help school districts maintain and improve food and agricultural supply chain resiliency through reimbursable grants. This program will strengthen the food system for schools by helping to build a fair, competitive, and resilient local food chain, and expand local and regional markets with an emphasis on purchasing from historically underserved producers and processors.

If this proposed expense is not approved and therefore the project is not completed, the State loses money immediately that is important to the school districts and agricultural producers throughout the state.

FY2025 – Ag in the Classroom educational resources – magnifying glasses, Toss and Teach beach balls and handheld mirrors used as supplemental hands-on learning tools in conjunction with the Specialty Crop Playing cards – funded entirely by the Specialty Crop Block Grant - \$20,500.00

FY2025 - USLGE – membership dues - \$6,600.00

FY2025 – USDA has provided a Local Food for Schools and Child Care Cooperative Agreement (LFSCC) to ODAFF with the objective of providing food assistance purchases of domestic local foods for distribution to schools and childcare institutions. Effective: 1/15/25 - 1/14/28 - \$10,900,211.00 (\$7,754,216 school food purchasing and \$3,145,995 childcare institution food purchasing).

Justification: This project is entirely funded by the USDA Agricultural Marketing Service Local Food for Schools and Childcare Cooperative Agreement Program (LFSCC). With funding made available through USDA’s Commodity Credit Corporation, USDA will help states deal with the challenges of supply chain disruptions brought on by the pandemic. Through the LFSCC program, USDA will award funds to states for food assistance purchases of domestic local foods

for distribution to schools and childcare institutions participating in the National School Lunch Program (NSLP) and/or the Child and Adult Care Food Program (CACFP). This program will strengthen the food system for schools and childcare institutions by helping to build a fair, competitive, and resilient local food chain, and expand local and regional markets with an emphasis on purchasing from historically underserved producers and processors. If this proposed expense is not approved and therefore the project is not completed, the State not only loses money immediately that is important to the school districts throughout the state but also runs the risk of not being awarded money from the USDA Agricultural Marketing Service in the future.

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

APPROVAL OF CASES

ON THIS 29th day of January 2025, the Office of General Counsel of the Oklahoma Department of Agriculture, Food, and Forestry brought for consideration before the State Board of Agriculture those certain cases summarized on Exhibit A hereto which cases have been resolved by stipulation or consent order. The attached Exhibit A summarizes each action by case name, case number, case type and amount received as a stipulated administrative penalty or by consent order.

ACCORDINGLY, IT IS THEREFORE ORDERED by the State Board of Agriculture that the resolution of each of the cases summarized on Exhibit A hereto is hereby approved in all aspects; that this order shall be deemed the final agency order for each such case; and that the penalty imposed by each such stipulation or consent order is hereby adopted and incorporated herein by reference to Exhibit A hereto.

WITNESS My Hand and Official Seal this 29th day of January 2025.

Blayne Arthur
President
State Board of Agriculture

**Exhibit A
Board of Agriculture
January 29, 2025**

Consideration and Proposed Action on Cases Resolved by Stipulation:

Agricultural Environmental Management Services

<u>Name</u>	<u>File No.</u>	<u>Division</u>	<u>Amount</u>
David Casady	OGC-24-680	AEMS	\$200.00

Consumer Protection Services

<u>Name</u>	<u>File No.</u>	<u>Division</u>	<u>Amount</u>
Flexkrete Texas, LLC	OGC-24-385	CPS	\$750.00
Price's Weed Control & Fertilization	OGC-24-617	CPS	\$500.00

Consideration and Proposed Action on Cases Resolved by Consent Order

Consumer Protection Services

<u>Name</u>	<u>File No.</u>	<u>Division</u>	<u>Amount</u>
Ely Helicopter Service	OGC-24-652	CPS	\$1,500.00
Livestock Nutrition Center	OGC-24-598	CPS	\$11,000.00
Rural Pest Solutions	OGC-24-409	CPS	\$1,000.00
Wheeler Brothers Grain Company	OGC-24-812	CPS	\$750.00
Wheeler Brothers Grain Company	OGC-24-668	CPS	\$1,000.00

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

v. DAVID CASADY

Case File No. OGC-24-680

**DAVID CASADY PFO#1970
8729 E 193rd ST. SOUTH
WEBBERS FALLS, OK 74470**

Summary of Facts: The Agriculture Environmental Management Services (AEMS) Division of the Department sent Respondent a reminder letter for the Poultry Feeding Operation (PFO) annual reports that are due the 1st of September. Three reminders were sent via email. The Respondent failed to submit their annual report. AEMS sent a Letter of Warning, after the Respondent failed to submit their 2024 annual report.

Statute or Rule Violation: Respondent violated 2 O.S. § 10-9.7(J) by failing to file their 2024 PFO annual report.

Proposed Administrative Penalty: The proposed penalty for this case was Two Hundred Dollars (\$200.00), and submittal of the 2024 annual report. Respondent stipulated to and paid the penalty, and submitted their annual report.

Other Actions Required: None.

OGC Attorney: Abigail Wilburn

BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA

THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)

COMPLAINANT,)

v.)

DAVID CASADY PFO#1970)
8729 E 193RD ST. SOUTH)
WEBBERS FALLS, OK 74470)

RESPONDENT.)

Case No: OGC-24-680

FILED
JAN 13 2025
STATE BOARD OF AGRICULTURE

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of Two Hundred Dollars (\$200.00) for this action. **provided the missing annual report.** and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:


Signature

David Casady - Owner
Printed Name and Title:

Date: 12-30-2024

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

FILED
NOV 21 2024
STATE BOARD OF AGRICULTURE

THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)

COMPLAINANT,)

v.)

Case No: OGC-24-680

DAVID CASADY PFO#1970)
8729 E 193RD ST. SOUTH)
WEBBERS FALLS, OK 74470)

RESPONDENT.)

NOTICE OF VIOLATION

1. Complainant, the Office of General Counsel (“OGC”) of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) advises Respondent of the following alleged violations of the Oklahoma Agricultural Code and/or rules.

PREHEARING CONFERENCE NOTICE

2. Respondent is hereby notified that a Prehearing Conference¹ will be held before an impartial Administrative Law Judge (ALJ) at 1:30 p.m. January 9, 2025, in the Board Room on the first floor of the Oklahoma Department of Agriculture, Food, and Forestry building, located at 2800 North Lincoln Blvd, Oklahoma City, Oklahoma.

3. **Please note the Prehearing Conference is not an evidentiary hearing: witnesses and evidence will not be presented at the Prehearing Conference.**

¹ Prehearing Conferences may address any of the following: a.) Identification and simplification of issues, including the elimination of frivolous claims or defenses; b.) Amendments to the pleadings; c.) the plan, schedule, and limitations of discovery; d.) Identification of admissions of fact to avoid unnecessary proof and cumulative evidence; e.) The identification of witnesses and substance of testimony, exhibits, and documents; f.) The use of prehearing briefs and pre-filed testimony in the form of sworn affidavits; g.) Settlement of all or some of the issues prior to the hearing; h.) Adoption of special procedures for managing difficult or protracted actions that may involve complex issues, multiple parties, novel or difficult legal questions, or evidence problems; i.) Scheduling; and j.) Any other matters as may aid in disposition of the case.

4. The Prehearing Conference may be held by telephone; arrangements to do so should be made at least one full week in advance of the Prehearing Conference.

5. Upon request of either party, Prehearing Conferences shall be on the record.

6. A Prehearing Conference may result in a scheduling or other prehearing order and subsequent changes to any prehearing or scheduling order may be made by the ALJ by modifying the order for good cause.

7. Please note that failure to appear at the Prehearing Conference may result in a default judgment being entered against you.

HEARING AND RIGHT TO COUNSEL

8. Respondent may choose to proceed to a full evidentiary hearing on the merits, at which Respondent will be given the opportunity to cross-examine the Complainant's witnesses, present Respondent's witnesses, and present relevant evidence on Respondent's behalf.

9. **The hearing date will be determined at the Prehearing Conference.**

10. The hearing will be conducted in accordance with the Oklahoma Administrative Procedures Act and the Department's Rules of Practice and Procedure, which may be found in the OAC at Title 35.

11. Respondent has the right to be represented by counsel in this matter.

DEFAULT

12. Any Respondent who fails to appear after receipt of notice may be determined to have waived the right to appear and present a defense and a default may be presented by the Department to the Board at a regularly scheduled meeting proposing the relief requested by the Notice of Violation, or other relief if justice so requires.

JURISDICTION, VENUE, AND APPLICABLE LAW

13. Subject matter jurisdiction and venue are vested in the State Board of Agriculture in its quasi-judicial capacity, pursuant to Okla. Const. Art. VI, § 31 Okla. Stat. Tit. 2 § 2-4(16); accordingly, this is the proper forum to hear this matter.

14. Respondent has substantial business operations and assets within the State of Oklahoma.

15. Based upon current information and belief, at all relevant times hereto, Respondent has, among other things, engaged in the business of owning or operating a Poultry Feeding Operation.

16. Pursuant to the Oklahoma Poultry Feeding Operations Act, Okla. Stat. Tit. 2 § 10-9 *et seq.*, ODAFF has authority to regulate persons who are poultry feeding operations.

17. That Act at Okla. Stat. Tit. 2 § 10-9.7(J) states: *“Every poultry feeding operation shall file by September 1 of each year an annual report with the Department regarding all poultry waste removed from or land-applied by the facility for the period from July 1 of the previous year through June 30 of that year...”*

ALLEGATIONS OF FACT

18. Based upon current information and belief, the following allegations of fact summarize the alleged violations committed by Respondent.

19. Annual reports for Poultry Feeding Operations (PFOs) shall be filled by September 1st of each year.

20. In May of 2024, the Agricultural Environmental Management Services (AEMS) Division of the Department sent Respondent a reminder letter in the mail regarding the September 1 due date of PFO annual reports.

21. On or about July 9, 2024, the Department sent a reminder email to the Respondent of the annual report due date.

22. On or about August 16, 2024, the Department sent a second reminder email to the Respondent of the annual report due date.
23. On or about August 27, 2024, the Department sent a third reminder email to the Respondent of the annual report due date.
24. On or about September 16, 2024, the Department sent Respondent a Letter of Warning (LOW) regarding his missing annual report for 2024.
25. To date, the Respondent has not filed their 2024 annual report.

ALLEGED CONCLUSIONS OF LAW

26. Based upon the application of the above law to the aforementioned facts, Respondent has violated Okla. Stat. Tit. 2 § 10-9.7(J) by failing to file his annual report by the 1st of September, for the fiscal year of 2024.

ATTORNEY CONFERENCES

27. If Respondent desires to meet with OGC attorneys prior to the Prehearing Conference to discuss the allegations or seek a possible resolution, please contact the undersigned at 405-522-6104 or by email at Abigail.wilburn@ag.ok.gov.
28. Additionally, OGC attorneys will be available for consultation from 9:00 a.m. until 12:00 p.m. on the date of the Prehearing Conference.
29. Arrangements to discuss the matter before the Prehearing Conference are encouraged.

ENFORCEMENT PROCEEDINGS

30. Enforcement proceedings may include but are not limited to:
 - a.) Administrative fines or penalties;
 - b.) Revocation, suspension, or denial for up to one (1) year of any license, permit, or charter issued by ODAFF or the Board;

- c.) Criminal actions, which could involve fines, imprisonment, or both; and
- d.) Civil actions.

31. Pursuant to 2 Okla. Stat. § 2-18(A), after notice and opportunity for a hearing in accordance with the Administrative Procedures Act, if the State Board of Agriculture finds any person in violation of the Oklahoma Agricultural Code or any rule promulgated or order issued pursuant thereto, unless otherwise specifically provided by statute or rule, the Board shall have the authority to assess an administrative penalty of not less than One Hundred Dollars (\$100.00) and not more than Ten Thousand Dollars (\$10,000.00) for each violation.

32. Each animal, each action, or each day a violation continues may constitute a separate and distinct violation.

PRAYER FOR RELIEF

33. The Department is not seeking to remove any license or registration. We are seeking a monetary penalty as set out in Okla. Stat. Tit. 2 § 2-18(A). In this case, we are seeking a Two Hundred Dollar (\$200.00) administrative penalty and submittal of the 2024 annual reports.

OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT

34. The Oklahoma Small Business Regulatory Flexibility Act, Okla. Stat. Tit. 75 § 506, may apply to this action; please review the full act to determine if it applies to you.

ENFORCEMENT OF JUDGMENTS

35. Administrative penalties, civil penalties, and other fines imposed by the Board shall be enforced pursuant to the procedure outlined in Okla. Stat. Tit. 2 § 2-7(B) and the Uniform Enforcement of Foreign Judgments Act, Okla. Stat. Tit. 12 § 719 *et seq.*

INFORMAL DISPOSITION OF AN INDIVIDUAL PROCEEDING

36. Informal disposition of an Individual Proceeding may be made by Stipulation, Agreed Settlement, Consent Order, or Default.

37. Resolution by Stipulation, Agreed Settlement, Consent Order, or Default shall be approved by the State Board of Agriculture.

38. Proposed Final Administrative Orders shall be prepared and issued in accordance with the Administrative Procedures Act and presented to the Board of Agriculture for review and approval.

STIPULATION

39. If Respondent desires to resolve this matter without a hearing or further action, Complainant proposes an administrative penalty of Two Hundred Dollars (\$200.00).

40. If you wish to waive your right to hearing and stipulate to the above alleged findings of fact and conclusions of law, you may submit your **missing report** and pay the full amount of the recommended penalty by check or money order and sign and return the attached Resolution by Stipulation along with your full payment of this penalty prior to the stated hearing date.

DATED THIS 21ST day of November, 2024.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND
FORESTRY, OFFICE OF GENERAL COUNSEL

Abigail Wilburn

Teena G. Gunter, General Counsel, OBA # 17767
James Rucker, Deputy General Counsel, OBA # 14574
Wendi Morse, OBA # 33571
Kiersten Hamill, OBA #33187
Abigail Wilburn, OBA #33641
Assistants General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

Telephone: (405) 522-6104
Facsimile: (405) 522-5789

CERTIFICATE OF MAILING

This is to certify that on this 21 day of NOV, 2024, a true and correct copy of the forgoing instrument was mailed, via Certified Mail, Return Receipt

Requested, as follows:

**DAVID CASADY PFO#1970
8729 E 193RD ST. SOUTH
WEBBERS FALLS, OK 74470**



GINA BLAYLOCK

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY,
BY AND THROUGH THE OFFICE OF GENERAL COUNSEL**)
)
)
)
)
COMPLAINANT,)
)
v.)
)
DAVID CASADY PFO#1970)
8729 E 193RD ST. SOUTH)
WEBBERS FALLS, OK 74470)
)
RESPONDENT.)

Case No: OGC-24-680

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of Two Hundred Dollars (\$200.00) for this action, **provided the missing annual report**, and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:

Signature

Printed Name and Title:

Date: _____

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

v. FLEXKRETE TECH LLC

Case File No. OGC-24-385

**FLEXKRETE TECH LLC
525 E. BOAT CLUB RD.
CARTWRIGHT, OK 74731**

Summary of Facts: In May of 2024, an investigation was conducted at Lake Texoma Burns Run East Campgrounds. During this investigation, our inspector observed William Hurst, an employee of Respondent, making an application. When asked for license and certification Mr. Hurst informed our inspector that he did not have them.

Statute or Rule Violation: Respondent violated 2 O.S. § 3-82(A)(1), 2 O.S. § 3-86(A)(15), and 2 O.S. § 3-86(A)(16) by operating commercially without a license and certification.

Proposed Administrative Penalty: The proposed penalty for this case was Seven Hundred Fifty Dollars (\$750.00). Respondent stipulated and paid.

Other Actions Required: None.

OGC Attorney: Kiersten Wormus

BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA

FILED
DEC 18 2024
STATE BOARD OF AGRICULTURE

THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)

COMPLAINANT,)

v.)

Case No: OGC-24-385

FLEXKRETE TEXAS LLC)
6934 COUNTY ROAD 166)
MCKINNEY TX, 75071)

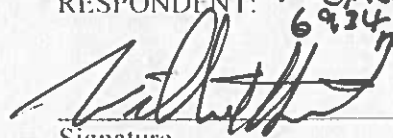
RESPONDENT.)

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of **Seven Hundred Fifty Dollars (\$750.00)** for this action and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT: FlexKreteTexasLLC
6934 CR 166
MCK TX 75071



Signature

William Hurst Owner
Printed Name and Title:

Date: 12-12-24

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

**FLEXKRETE TEXAS LLC)
6934 COUNTY ROAD 166)
MCKINNEY TX, 75071)**

RESPONDENT.)

Case No: OGC-24-385

FILED
NOV 26 2024
STATE BOARD OF AGRICULTURE

SECOND AMENDED NOTICE OF VIOLATION

1. Complainant, the Office of General Counsel (“OGC”) of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) advises Respondent of the following alleged violations of the Oklahoma Agricultural Code and/or rules.

PREHEARING CONFERENCE NOTICE

2. Respondent is hereby notified that a Prehearing Conference¹ will be held before an impartial Administrative Law Judge (ALJ) at 1:30 p.m. on 9th day of January 2025 in the Board Room on the first floor of the Oklahoma Department of Agriculture, Food, and Forestry building, located at 2800 North Lincoln Blvd, Oklahoma City, Oklahoma.

3. **Please note the Prehearing Conference is not an evidentiary hearing: witnesses and evidence will not be presented at the Prehearing Conference.**

¹ Prehearing Conferences may address any of the following: a.) Identification and simplification of issues, including the elimination of frivolous claims or defenses; b.) Amendments to the pleadings; c.) the plan, schedule, and limitations of discovery; d.) Identification of admissions of fact to avoid unnecessary proof and cumulative evidence; e.) The identification of witnesses and substance of testimony, exhibits, and documents; f.) The use of prehearing briefs and pre-filed testimony in the form of sworn affidavits; g.) Settlement of all or some of the issues prior to the hearing; h.) Adoption of special procedures for managing difficult or protracted actions that may involve complex issues, multiple parties, novel or difficult legal questions, or evidence problems; i.) Scheduling; and j.) Any other matters as may aid in disposition of the case.

4. The Prehearing Conference may be held by telephone; arrangements to do so should be made at least one full week in advance of the Prehearing Conference.
5. Upon request of either party, Prehearing Conferences shall be on the record.
6. A Prehearing Conference may result in a scheduling or other prehearing order and subsequent changes to any prehearing or scheduling order may be made by the ALJ by modifying the order for good cause.
7. Please note that failure to appear at the Prehearing Conference may result in a default judgment being entered against you.

HEARING AND RIGHT TO COUNSEL

8. Respondent may choose to proceed to a full evidentiary hearing on the merits, at which Respondent will be given the opportunity to cross-examine the Complainant's witnesses, present Respondent's witnesses, and present relevant evidence on Respondent's behalf.
9. **The hearing date will be determined at the Prehearing Conference.**
10. The hearing will be conducted in accordance with the Oklahoma Administrative Procedures Act and the Department's Rules of Practice and Procedure, which may be found in the OAC at Title 35.
11. Respondent has the right to be represented by counsel in this matter.

DEFAULT

12. Any Respondent who fails to appear after receipt of notice may be determined to have waived the right to appear and present a defense and a default may be presented by the Department to the Board at a regularly scheduled meeting proposing the relief requested by the Notice of Violation, or other relief if justice so requires.

JURISDICTION, VENUE, AND APPLICABLE LAW

13. Subject matter jurisdiction and venue are vested in the State Board of Agriculture in its quasi-judicial capacity, pursuant to Okla. Const. Art. VI, Section 31 and 2 O. S. § 2-4(16); accordingly, this is the proper forum to hear this matter.

14. Respondent has substantial business operations and assets within the State of Oklahoma.

15. Based upon current information and belief, at all relevant times hereto, Respondent has, among other things, engaged in the business of commercial pesticide applications in Oklahoma.

16. Pursuant to Okla. Sta. Ann. 2 § 2-4(A)(3), ODAFF has authority to regulate persons who violate the Oklahoma Agricultural Code by initiating and prosecuting administrative, civil, or criminal actions and proceedings necessary under the Oklahoma Agricultural Code.

ALLEGATIONS OF FACT

17. Based upon current information and belief, the following allegations of fact summarize the alleged violations committed by Respondent.

18. On or about the 7th day of May 2024, the Consumer Protection Services Division of the Department conducted a use inspection at the Lake Texoma Burns Run East Campgrounds.

19. During this inspection, our inspector observed William Hurst, an employee of Respondent, making an application.

20. The product being applied was Roundup Custom.

21. Mr. Hurst informed our inspector that he is an independent contractor for the Army Corps of Engineers.

22. When asked for license and certification Mr. Hurst informed our inspector that he did not have them.

23. Operating commercially without a license and certification is a violation of the Oklahoma Combined Pesticide Law & Rules, specifically 2 O.S. § 3-82(A)(1), 2 O.S. § 3-86(A)(15), and 2 O.S. § 3-86(A)(16).

ALLEGED CONCLUSIONS OF LAW

24. Based upon the application of the above law to the aforementioned facts, you are in violation of 2 O.S. § 3-82(A)(1), 2 O.S. § 3-86(A)(15), and 2 O.S. § 3-86(A)(16) which are all stated below:

- 2 O.S. §3-82(A)(1): “(A) LICENSE REQUIRED: (1) It shall be unlawful for any person to act, operate, or do business or advertise as a commercial, noncommercial, certified applicator, temporary certified applicator, service technician, or private applicator unless the person has obtained a valid applicator's license issued by the State Board of Agriculture for the category of pesticide application in which the person is engaged.”
- 2 O.S. §3-86(A)(15): “A. It shall be unlawful for any person, whether or not they hold a commercial or noncommercial license, to violate any part of this subsection or rules promulgated by the State Board of Agriculture. Any license, certificate, or identification issued may be suspended, canceled, revoked, or refused issue or reissue by the Board after a notice and an opportunity to be heard has been given to the holder of the license or certificate. The suspension, cancellation, revocation, or refusal to issue or reissue any license, certificate, or identification may be made if the Board finds: (15) Any person to act, operate, do business, or advertise as an applicator unless the person has obtained a valid license issued by the Board for the category in which the person is engaged.”

- 2 O.S. §3-86(A)(16): “A. It shall be unlawful for any person, whether or not they hold a commercial or noncommercial license, to violate any part of this subsection or rules promulgated by the State Board of Agriculture. Any license, certificate, or identification issued may be suspended, canceled, revoked, or refused issue or reissue by the Board after a notice and an opportunity to be heard has been given to the holder of the license or certificate. The suspension, cancellation, revocation, or refusal to issue or reissue any license, certificate, or identification may be made if the Board finds: (16) Any persons to be employed or represent themselves as certified applicators or service technicians unless they have met the certification standards prescribed by the Board and obtained valid certificates or identifications issued by the Board for the categories for which the persons are to be employed or supervised.”

PRAYER FOR RELIEF

25. The Department is seeking an administrative penalty in the amount of **Seven Hundred Fifty Dollars (\$750.00)**.

ATTORNEY CONFERENCES

26. If Respondent desires to meet with attorneys for the Department prior to the Prehearing Conference to discuss the allegations and/or seek a possible resolution, please contact the undersigned at 405-522-5803 or by email at Kiersten.wormus@ag.ok.gov.
27. Additionally, OGC attorneys will be available for consultation on a first-come, first-served basis from 9:00 a.m. to 12:00 p.m. on the date of the Prehearing Conference.
28. Arrangements to discuss the matter before the Prehearing Conference are encouraged.

ENFORCEMENT PROCEEDINGS

29. Enforcement proceedings may include but are not limited to:
- a.) Administrative fines or penalties;
 - b.) Revocation, suspension, or denial for up to one (1) year of any license, permit, or charter issued by ODAFF or the Board;
 - c.) Criminal actions, which could involve fines, imprisonment, or both; and
 - d.) Civil actions.
30. Pursuant to 2 Okla. Stat. § 2-18(A), after notice and opportunity for a hearing in accordance with the Administrative Procedures Act, if the State Board of Agriculture finds any person in violation of the Oklahoma Agricultural Code or any rule promulgated or order issued pursuant thereto, unless otherwise specifically provided by statute or rule, the Board shall have the authority to assess an administrative penalty of not less than One Hundred Dollars (\$100.00) and not more than Ten Thousand Dollars (\$10,000.00) for each violation.
31. Each animal, each action, or each day a violation continues may constitute a separate and distinct violation.

OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT

32. The Oklahoma Small Business Regulatory Flexibility Act, 75 O.S. Supp. 2002, § 506, may apply to this action; please review the full act to determine if it applies to you.

ENFORCEMENT OF JUDGMENTS

33. Administrative penalties, civil penalties, and other fines imposed by the Board shall be enforced pursuant to the procedure outlined in 2 O.S. § 2-7(B) and the Uniform Enforcement of Foreign Judgments Act, 12 O.S. § 719 *et seq.*

INFORMAL DISPOSITION OF AN INDIVIDUAL PROCEEDING

34. Informal disposition of an Individual Proceeding may be made by Stipulation, Agreed Settlement, Consent Order, or Default.

35. Resolution by Stipulation, Agreed Settlement, Consent Order, or Default shall be approved by the State Board of Agriculture.

36. Proposed Final Administrative Orders shall be prepared and issued in accordance with the Administrative Procedures Act and presented to the Board of Agriculture for review and approval.

STIPULATION

37. If Respondent desires to resolve this matter without a hearing or further action, Complainant proposes an administrative penalty of **Seven Hundred Fifty Dollars (\$750.00)**.

38. If you wish to waive your right to hearing and stipulate to the above alleged findings of fact and conclusions of law, you may pay the full amount of the recommended penalty by check or money order and sign and return the attached Resolution by Stipulation along with your full payment of this penalty prior to the stated hearing date.

DATED THIS 25th day of November, 2024.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND
FORESTRY, OFFICE OF GENERAL COUNSEL

Kiersten Wormus

Teena G. Gunter, General Counsel, OBA #17767
James Rucker, Deputy G. Counsel, OBA #14574
Wendi Morse, OBA #33571
Kiersten Wormus, OBA #33187
Abbie Wilburn, OBA #33641
Assistants General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

Telephone: (405) 522-5803
Facsimile: (405) 522-5789

CERTIFICATE OF MAILING

This is to certify that on this 24 day of Nov., 2024, a true and correct copy of the forgoing instrument was mailed, via Certified Mail, Return Receipt

Requested, as follows:

FLEXKRETE TEXAS LLC
6934 COUNTY ROAD 166
MCKINNEY TX, 75071



Gina Blaylock

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)
)
) **COMPLAINANT,**)
v.)
)
**FLEXKRETE TEXAS LLC)
6934 COUNTY ROAD 166)
MCKINNEY TX, 75071)
)
) **RESPONDENT.**)****

Case No: OGC-24-385

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of **Seven Hundred Fifty Dollars (\$750.00)** for this action and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:

Signature

Printed Name and Title:

Date: _____

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

v. PRICES WEED CONTROL & FERTILIZATION

Case File No. OGC-24-617

PRICES WEED CONTROL & FERTILIZATION

5800 S KENTUCKY

OKLAHOMA CITY, OK 73119

Summary of Facts: In October of 2023, an investigation was conducted at a residence in Oklahoma City. During this investigation, our inspector observed that the dye residue from the application was on the street, around the storm drain, and down the storm drain. Two swab samples, including a control sample, were collected and tested for herbicide residues. The residue simazine was detected in the sample collected at the storm drain.

Statute or Rule Violation: Respondent violated 2 O.S. § 3-86(A)(4), 2 O.S. § 2-18.1(A) and O.A.C 35:30-17-24(c), and 2 O.S. § 3-86(A)(16) by using a pesticide in a manner inconsistent with its label and improper discharge of a pesticide causing contamination to the environment.

Proposed Administrative Penalty: The proposed penalty for this case was Five Hundred Dollars (\$500.00). Respondent stipulated and paid.

Other Actions Required: None.

OGC Attorney: Kiersten Wormus

BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA

FILED
JAN 06 2025
STATE BOARD OF AGRICULTURE

THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)

COMPLAINANT,)

v.)

Case Nos: OGC-24-617

PRICES WEED CONTROL &)
FERTILIZATION)
5800 S KENTUCKY)
OKLAHOMA CITY, OK 73119)

RESPONDENT.)

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of **Five Hundred Dollars (\$500.00)** for this action and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:

Loretta Kay Price
Signature

Loretta Kay Price, owner
Printed Name and Title:

Date: Jan 2, 2025

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

FILED
NOV 26 2024
STATE BOARD OF AGRICULTURE

THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)

COMPLAINANT,)

v.)

Case Nos: OGC-24-617

PRICES WEED CONTROL &)
FERTILIZATION)
5800 S KENTUCKY)
OKLAHOMA CITY, OK 73119)

RESPONDENT.)

AMENDED NOTICE OF VIOLATION

1. Complainant, the Office of General Counsel (“OGC”) of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) advises Respondent of the following alleged violations of the Oklahoma Agricultural Code and/or rules.

PREHEARING CONFERENCE NOTICE

2. Respondent is hereby notified that a Prehearing Conference¹ will be held before an impartial Administrative Law Judge (ALJ) at 1:30 p.m. on 9th day of January 2025, in the Board Room on the first floor of the Oklahoma Department of Agriculture, Food, and Forestry building, located at 2800 North Lincoln Blvd, Oklahoma City, Oklahoma.

3. **Please note the Prehearing Conference is not an evidentiary hearing; witnesses and evidence will not be presented at the Prehearing Conference.**

¹ Prehearing Conferences may address any of the following: a.) Identification and simplification of issues, including the elimination of frivolous claims or defenses; b.) Amendments to the pleadings; c.) the plan, schedule, and limitations of discovery; d.) Identification of admissions of fact to avoid unnecessary proof and cumulative evidence; e.) The identification of witnesses and substance of testimony, exhibits, and documents; f.) The use of prehearing briefs and pre-filed testimony in the form of sworn affidavits; g.) Settlement of all or some of the issues prior to the hearing; h.) Adoption of special procedures for managing difficult or protracted actions that may involve complex issues, multiple parties, novel or difficult legal questions, or evidence problems; i.) Scheduling; and j.) Any other matters as may aid in disposition of the case.

4. The Prehearing Conference may be held by telephone; arrangements to do so should be made at least one full week in advance of the Prehearing Conference.
5. Upon request of either party, Prehearing Conferences shall be on the record.
6. A Prehearing Conference may result in a scheduling or other prehearing order and subsequent changes to any prehearing or scheduling order may be made by the ALJ by modifying the order for good cause.
7. Please note that failure to appear at the Prehearing Conference may result in a default judgment being entered against you.

HEARING AND RIGHT TO COUNSEL

8. Respondent may choose to proceed to a full evidentiary hearing on the merits, at which Respondent will be given the opportunity to cross-examine the Complainant's witnesses, present Respondent's witnesses, and present relevant evidence on Respondent's behalf.
9. **The hearing date will be determined at the Prehearing Conference.**
10. The hearing will be conducted in accordance with the Oklahoma Administrative Procedures Act and the Department's Rules of Practice and Procedure, which may be found in the OAC at Title 35.
11. Respondent has the right to be represented by counsel in this matter.

DEFAULT

12. Any Respondent who fails to appear after receipt of notice may be determined to have waived the right to appear and present a defense and a default may be presented by the Department to the Board at a regularly scheduled meeting proposing the relief requested by the Notice of Violation, or other relief if justice so requires.

JURISDICTION, VENUE, AND APPLICABLE LAW

13. Subject matter jurisdiction and venue are vested in the State Board of Agriculture in its quasi-judicial capacity, pursuant to Okla. Const. Art. VI, Section 31 and 2 O. S. § 2-4(16); accordingly, this is the proper forum to hear this matter.

14. Respondent has substantial business operations and assets within the State of Oklahoma.

15. Based upon current information and belief, at all relevant times hereto, Respondent has, among other things, engaged in the application of pesticide.

16. Pursuant to Okla. Sta. Ann. 2 § 2-4(A)(3), ODAFF has authority to regulate persons who violate the Oklahoma Agricultural Code by initiating and prosecuting administrative, civil, or criminal actions and proceedings necessary under the Oklahoma Agricultural Code.

ALLEGATIONS OF FACT

17. Based upon current information and belief, the following allegations of fact summarize the alleged violations committed by Respondent.

18. On October 31, 2023, an investigation for pesticide application runoff to a storm drain was performed by the Consumer Protection Division of the Department at 2205 SW 40th Street, Oklahoma City, OK 73119.

19. During this investigation, our inspector observed that the dye residue from the application was on the street, around the storm drain, and down the storm drain.

20. Two swab samples, including a control sample, were collected and tested for herbicide residues.

21. The residue simazine was detected in the sample collected at the storm drain.

22. Using a pesticide in a manner inconsistent with its label and improper discharge of a pesticide causing contamination to the environment are violations of the Oklahoma Combined

Pesticide Law & Rules, specifically 2 O.S. § 3-86(A)(4), 2 O.S. § 2-18.1(A) and O.A.C 35:30-17-24(c).

ALLEGED CONCLUSIONS OF LAW

23. Based upon the application of the above law to the aforementioned facts, you are in violation of 2 O.S. § 3-86(A)(4), 2 O.S. § 2-18.1(A) and O.A.C 35:30-17-24(c) which are listed below.

- 2 O.S. §3-86(A)(4): “A. It shall be unlawful for any person, whether or not they hold a commercial or noncommercial license, to violate any part of this subsection or rules promulgated by the State Board of Agriculture. Any license, certificate, or identification issued may be suspended, canceled, revoked, or refused issue or reissue by the Board after a notice and an opportunity to be heard has been given to the holder of the license or certificate. The suspension, cancellation, revocation, or refusal to issue or reissue any license, certificate, or identification may be made if the Board finds: 4. A person has used a pesticide in a manner inconsistent with its labeling unless prior written approval has been obtained from the Board.”
- 2 O.S. § 2-18.1(A): “A. It shall be unlawful and a violation of the Oklahoma Agricultural Code for any person to cause pollution of any air, land or waters of the state by persons which are subject to the jurisdiction of the Oklahoma Department of Agriculture, Food, and Forestry pursuant to the Oklahoma Environmental Quality Act.”

- O.A.C 35:30-17-24(c): “(c) To protect public health and the environment, failure to follow precautionary and recommended language included in the pesticide product label may be considered a use inconsistent with the label.”

PRAYER FOR RELIEF

24. The Department is seeking an administrative penalty in the amount of **One Thousand Dollars (\$1000.00)**.

ATTORNEY CONFERENCES

25. If Respondent desires to meet with attorneys for the Department prior to the Prehearing Conference to discuss the allegations and/or seek a possible resolution, please contact the undersigned at 405-522-5803 or by email at Kiersten.wormus@ag.ok.gov.

26. Additionally, OGC attorneys will be available for consultation on a first-come, first-served basis from 9:00 a.m. to 12:00 p.m. on the date of the Prehearing Conference.

27. Arrangements to discuss the matter before the Prehearing Conference are encouraged.

ENFORCEMENT PROCEEDINGS

28. Enforcement proceedings may include but are not limited to:

- a.) Administrative fines or penalties;
- b.) Revocation, suspension, or denial for up to one (1) year of any license, permit, or charter issued by ODAFF or the Board;
- c.) Criminal actions, which could involve fines, imprisonment, or both; and
- d.) Civil actions.

29. Pursuant to 2 Okla. Stat. § 2-18(A), after notice and opportunity for a hearing in accordance with the Administrative Procedures Act, if the State Board of Agriculture finds any person in violation of the Oklahoma Agricultural Code or any rule promulgated or order issued

pursuant thereto, unless otherwise specifically provided by statute or rule, the Board shall have the authority to assess an administrative penalty of not less than One Hundred Dollars (\$100.00) and not more than Ten Thousand Dollars (\$10,000.00) for each violation.

30. Each animal, each action, or each day a violation continues may constitute a separate and distinct violation.

31. Fine matrixes containing typical fines for most violations of statutes and rules enforced by ODAFF may be found in the OAC at Title 35.

OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT

32. The Oklahoma Small Business Regulatory Flexibility Act, 75 O.S. Supp. 2002, § 506, may apply to this action; please review the full act to determine if it applies to you.

ENFORCEMENT OF JUDGMENTS

33. Administrative penalties, civil penalties, and other fines imposed by the Board shall be enforced pursuant to the procedure outlined in 2 O.S. § 2-7(B) and the Uniform Enforcement of Foreign Judgments Act, 12 O.S. § 719 *et seq.*

INFORMAL DISPOSITION OF AN INDIVIDUAL PROCEEDING

34. Informal disposition of an Individual Proceeding may be made by Stipulation, Agreed Settlement, Consent Order, or Default.

35. Resolution by Stipulation, Agreed Settlement, Consent Order, or Default shall be approved by the State Board of Agriculture.

36. Proposed Final Administrative Orders shall be prepared and issued in accordance with the Administrative Procedures Act and presented to the Board of Agriculture for review and approval.

STIPULATION

37. If Respondent desires to resolve this matter without a hearing or further action, Complainant proposes an administrative penalty of **One Thousand Dollars (\$1000.00)**.

38. If you wish to waive your right to hearing and stipulate to the above alleged findings of fact and conclusions of law, you may pay the full amount of the recommended penalty by check or money order and sign and return the attached Resolution by Stipulation along with your full payment of this penalty prior to the stated hearing date.

DATED THIS 25th day of November, 2024.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND
FORESTRY, OFFICE OF GENERAL COUNSEL

Kiersten Wormus

Teena G. Gunter, General Counsel, OBA #17767
James Rucker, Deputy G. Counsel, OBA #14574
Wendi Morse, OBA #33571
Kiersten Wormus, OBA #33187
Abbie Wilburn, OBA #33641
Assistants General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298
Telephone: (405) 522-5803
Facsimile: (405) 522-5789

CERTIFICATE OF MAILING

This is to certify that on this 26 day of Nov., 2024, a true and correct copy of the forgoing instrument was mailed, via Certified Mail, Return Receipt Requested, as follows:

**PRICES WEED CONTROL & FERTILIZATION
5800 S KENTUCKY
OKLAHOMA CITY, OK 73119**

GB

Gina Blaylock

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

Case Nos: OGC-24-617

**PRICES WEED CONTROL &)
FERTILIZATION)
5800 S KENTUCKY)
OKLAHOMA CITY, OK 73119)**

RESPONDENT.)

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of **One Thousand Dollars (\$1000.00)** for this action and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:

Signature

Printed Name and Title:

Date: _____

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

v. ELY HELICOPTER SERVICE

Case File No. OGC-24-652

**ELY HELICOPTER SERVICE
110744 S. 4570 RD.
SALLISAW, OK 74955**

Summary of Facts: In July of 2024, an investigation was conducted at the Sequoyah Wildlife Refuge. During this investigation, the Respondent informed our inspector that he had cleaned his tank and was calibrating his aircraft over the refuge. Calibrating is considered a part of making a commercial application as it is an act of preparing for an application. Additionally, the Respondent did not have permission to use the refuge to make the calibration.

Statute or Rule Violation: Respondent violated 2 O.S. § 3-86(A)(6) and 21 O.S. § 1835 by making a commercial application over property without permission from the landowner.

Proposed Administrative Penalty: The proposed penalty for this case was Fifteen Hundred Dollars (\$1,500.00). The settlement allowed Respondent to not admit liability.

Other Actions Required: None.

OGC Attorney: Kiersten Wormus

BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA

FILED
DEC 18 2024
STATE BOARD OF AGRICULTURE

OFFICE OF GENERAL COUNSEL OF)
THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY)

Complainant,)

v.)

Case Nos: OGC-24-652

ELY HELICOPTER SERVICE)
110744 S. 4570 RD.)
SALLISAW, OK 74955)

Respondent,)

SETTLEMENT AGREEMENT AND CONSENT ORDER

PARTIES

1. This Settlement Agreement and Consent Order (the "Agreement") is between the Oklahoma Department of Agriculture, Food, And Forestry (the "Department") and Ely Helicopter Service (the "Respondent").

AUTHORITY

2. The Department has authority over this matter pursuant to Okla. Const. Art. VI, Section 31 and 2 O.S. § 2-4(16).

DEPARTMENT'S NOTICE

3. On the 26th day of November 2024, the Department issued a Notice of Violation in Case No. OGC-24-652, ("Notice") to the Respondent, which is attached hereto as Exhibit A. The Allegations of Fact and Summary of Applicable Law of that Notice are incorporated herein by reference.

ORDER AND AGREEMENT

4. In compromise and full settlement of *this matter*, respondent shall pay to the Department an administrative penalty of Fifteen Hundred Dollars and Zero Cents (\$1,500.00).
5. Upon the execution of this agreement by both parties, payment shall be made within thirty (30) days by Respondent payable to the "Oklahoma Department of Agriculture, Food, And Forestry" and mailed to the following address:

Office of General Counsel
Oklahoma Department of Agriculture, Food, and Forestry
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

EFFECT OF THE AGREEMENT

6. In exchange for Respondent's compliance with the terms of this Agreement, the Department agrees not to initiate any further administrative, civil, or criminal proceedings against Respondent, its officers, directors, agents, customers, servants, employees, representatives, parents, subsidiaries, successors and assigns, based or relating to the facts alleged in the Department's Notice. This release shall not prevent the Department from enforcing the terms of this Agreement and does not release Respondent from liability for other unknown or undiscovered past violations or potential future violations of state or federal law. This Agreement relates only to claims within the jurisdiction of the Department and specifically does not release Respondent from actions initiated by other state or federal agencies having jurisdiction over related matters.
7. Respondent and the Department recognize there is risk and expense inherent in any litigation. Thus, the parties agree to enter into this compromise and settlement to avoid incurring any further cost and expense arising as a result of this dispute. Respondent and the Department each do not waive and each expressly reserves all of its rights in any future proceeding against it.
8. The Department does not by entering into this Agreement concede that its factual basis for initiating this Action, and violations found based upon those facts, are not true and accurate. Respondent, without admitting the truth of said factual averments and having previously contested the alleged violations in informal discussions with representatives of the Department, voluntarily waives its right to a formal evidentiary hearing to contest such factual averments. By entering into this agreement, Respondent does not admit or consent to the truth of the factual averments set forth in the Notice. The Department and Respondent are avoiding further contention, including litigation of this matter, through settlement of this Action by this Agreement.

NO ADMISSION

9. This Agreement and any proceedings taken hereunder are not intended and shall not in any event be construed as, or deemed to be, an admission or concession or evidence of any liability or any wrongdoing whatsoever on the part of any party. The parties hereto specifically disclaim and deny any liability or wrongdoing whatsoever with respect to the allegations and claims asserted against them in this action and enter into this Agreement solely to avoid the further expense, inconvenience, burden and uncertainty of litigation.

NON-ADMISSIBILITY

10. These settlement negotiations have been undertaken by the parties in good faith and for settlement purposes only, and neither this Agreement nor any evidence of negotiations hereunder, shall be offered or received in evidence in this Action, or any other action or proceeding, for any purpose other than in an action or proceeding to enforce the terms of this Agreement.

HEARING WAIVER

11. Respondent hereby agrees to waive its right to a hearing and its opportunity to appeal or contest this Agreement. Respondent enters into this Agreement freely and voluntarily.

NOTICE

12. Unless otherwise specified, reports, notice, or other submissions required under this Agreement shall be in writing and shall be sent to:

For the Oklahoma Department of Agriculture, Food, and Forestry:

Kiersten Wormus
Assistant General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

For Respondent:

FOURTH SCOUFOS
SCOUFOS LAW OFFICES, P.C.
101 East Creek Avenue
P.O. Box 787
Sallisaw, OK 74955


MISCELLANEOUS

13. This Agreement may be amended only by mutual agreement of the Department and Respondent. Such amendments shall be in writing, shall have as their effective date the date on which they are signed by both parties, and shall be incorporated into this agreement.
14. The undersigned representative of the Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry agrees to propose and recommend this Agreement to the State Board of Agriculture (the "Board"). Furthermore, Respondent understands that the Office of General Counsel Representative neither possesses the legal power to bind the Board nor can the Office of General Counsel Representative promise acceptance of this Agreement by the Board. Respondent understands that it may attend the meeting of the Board but is not required to do so.
15. Payment for the administrative penalty shall be presented upon the execution of this Agreement. Such payment will be tendered upon acceptance of this Agreement by the Board at its next regularly scheduled public meeting.
16. In the event the Board accepts this Agreement, Respondent shall receive a copy of the Approval. Compliance with this Agreement shall constitute full and complete settlement.
17. In the event the Board does not approve this Agreement, then Respondent or the Department is free to make a counterproposal for the Board's consideration, or the Parties may choose to go through a formal administrative hearing on the above charges, and the recitations herein will be held for naught and are inadmissible in any future proceedings.
18. No breach of any provision of this Agreement can be waived by any undersigned party unless in writing. Waiver of any one breach by an undersigned party shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

19. This Agreement shall be governed by the laws of the State of Oklahoma.

Executed by the Parties on the dates set forth below:

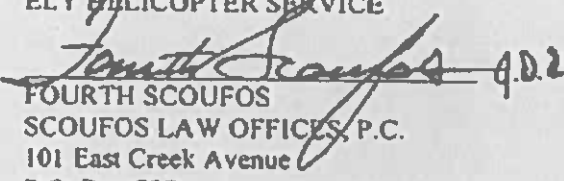
OKLAHOMA DEPARTMENT
OF AGRICULTURE, FOOD, AND
FORESTRY


Kenny Naylor, Director
Consumer Protection Services
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298
Telephone: (405) 522-0625

Date: 12/19/2024

- and by -

ELY HELICOPTER SERVICE

 4.D.2
FOURTH SCOUFOS
SCOUFOS LAW OFFICES, P.C.
101 East Creek Avenue
P.O. Box 787
Sallisaw, OK 74955

Date: 12/12/2024

BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA

THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)
)
COMPLAINANT,)
v.)
)
ELY HELICOPTER SERVICE)
110744 S. 4570 RD.)
SALLISAW, OK 74955)
)
RESPONDENT.)

FILED
NOV 26 2024
STATE BOARD OF AGRICULTURE

Case Nos: OGC-24-652

NOTICE OF VIOLATION

1. Complainant, the Office of General Counsel (“OGC”) of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) advises Respondent of the following alleged violations of the Oklahoma Agricultural Code and/or rules.

PREHEARING CONFERENCE NOTICE

2. Respondent is hereby notified that a Prehearing Conference¹ will be held before an impartial Administrative Law Judge (ALJ) at 1:30 p.m. on 9th day of January 2025, in the Board Room on the first floor of the Oklahoma Department of Agriculture, Food, and Forestry building, located at 2800 North Lincoln Blvd, Oklahoma City, Oklahoma.

3. **Please note the Prehearing Conference is not an evidentiary hearing; witnesses and evidence will not be presented at the Prehearing Conference.**

¹ Prehearing Conferences may address any of the following: a.) Identification and simplification of issues, including the elimination of frivolous claims or defenses; b.) Amendments to the pleadings; c.) the plan, schedule, and limitations of discovery; d.) Identification of admissions of fact to avoid unnecessary proof and cumulative evidence; e.) The identification of witnesses and substance of testimony, exhibits, and documents; f.) The use of prehearing briefs and pre-filed testimony in the form of sworn affidavits; g.) Settlement of all or some of the issues prior to the hearing; h.) Adoption of special procedures for managing difficult or protracted actions that may involve complex issues, multiple parties, novel or difficult legal questions, or evidence problems; i.) Scheduling; and j.) Any other matters as may aid in disposition of the case.

4. The Prehearing Conference may be held by telephone; arrangements to do so should be made at least one full week in advance of the Prehearing Conference.
5. Upon request of either party, Prehearing Conferences shall be on the record.
6. A Prehearing Conference may result in a scheduling or other prehearing order and subsequent changes to any prehearing or scheduling order may be made by the ALJ by modifying the order for good cause.
7. Please note that failure to appear at the Prehearing Conference may result in a default judgment being entered against you.

HEARING AND RIGHT TO COUNSEL

8. Respondent may choose to proceed to a full evidentiary hearing on the merits, at which Respondent will be given the opportunity to cross-examine the Complainant's witnesses, present Respondent's witnesses, and present relevant evidence on Respondent's behalf.
9. **The hearing date will be determined at the Prehearing Conference.**
10. The hearing will be conducted in accordance with the Oklahoma Administrative Procedures Act and the Department's Rules of Practice and Procedure, which may be found in the OAC at Title 35.
11. Respondent has the right to be represented by counsel in this matter.

DEFAULT

12. Any Respondent who fails to appear after receipt of notice may be determined to have waived the right to appear and present a defense and a default may be presented by the Department to the Board at a regularly scheduled meeting proposing the relief requested by the Notice of Violation, or other relief if justice so requires.

JURISDICTION, VENUE, AND APPLICABLE LAW

13. Subject matter jurisdiction and venue are vested in the State Board of Agriculture in its quasi-judicial capacity, pursuant to Okla. Const. Art. VI, Section 31 and 2 O. S. § 2-4(16); accordingly, this is the proper forum to hear this matter.

14. Respondent has substantial business operations and assets within the State of Oklahoma.

15. Based upon current information and belief, at all relevant times hereto, Respondent has, among other things, engaged in the application of pesticide.

16. Pursuant to Okla. Sta. Ann. 2 § 2-4(A)(3), ODAFF has authority to regulate persons who violate the Oklahoma Agricultural Code by initiating and prosecuting administrative, civil, or criminal actions and proceedings necessary under the Oklahoma Agricultural Code.

ALLEGATIONS OF FACT

17. Based upon current information and belief, the following allegations of fact summarize the alleged violations committed by Respondent.

18. On July 3, 2024, a complaint investigation was performed by the Consumer Protection Division of the Department at the Sequoyah Wildlife Refuge.

19. During this investigation, our inspector met with you at your facility to investigate your company spraying over the Sequoyah Wildlife Refuge.

20. You informed our inspector that you had cleaned your tank and were calibrating your aircraft over the refuge with only water in preparation before going to Iowa to make applications.

21. Calibrating is considered a part of making a commercial application as it is an act of preparing for an application.

22. According to our investigation you made a commercial application over a property without permission from the landowner.

23. Making a commercial application over property without permission from the landowner is violations of the Oklahoma Combined Pesticide Law & Rules, specifically 2 O.S. § 3-86(A)(6).

24. Respondent has violated Title 21 Section 1835 by trespassing onto the Sequoyah Wildlife Refuge and making a commercial application without permission.

ALLEGED CONCLUSIONS OF LAW

25. Based upon the application of the above law to the aforementioned facts, you are in violation of 2 O.S. § 3-86(A)(6) which is listed below.

- 2 O.S. §3-86(A)(6): “A. It shall be unlawful for any person, whether or not they hold a commercial or noncommercial license, to violate any part of this subsection or rules promulgated by the State Board of Agriculture. Any license, certificate, or identification issued may be suspended, canceled, revoked, or refused issue or reissue by the Board after a notice and an opportunity to be heard has been given to the holder of the license or certificate. The suspension, cancellation, revocation, or refusal to issue or reissue any license, certificate, or identification may be made if the Board finds: 6. Any violation of state law or rules or standards prescribed by the Board.”

PRAYER FOR RELIEF

26. The Department is seeking an administrative penalty in the amount of **Fifteen Hundred Dollars (\$1500.00)**.

ATTORNEY CONFERENCES

27. If Respondent desires to meet with attorneys for the Department prior to the Prehearing Conference to discuss the allegations and/or seek a possible resolution, please contact the undersigned at 405-522-5803 or by email at Kiersten.wormus@ag.ok.gov.
28. Additionally, OGC attorneys will be available for consultation on a first-come, first-served basis from 9:00 a.m. to 12:00 p.m. on the date of the Prehearing Conference.
29. Arrangements to discuss the matter before the Prehearing Conference are encouraged.

ENFORCEMENT PROCEEDINGS

30. Enforcement proceedings may include but are not limited to:
- a.) Administrative fines or penalties;
 - b.) Revocation, suspension, or denial for up to one (1) year of any license, permit, or charter issued by ODAFF or the Board;
 - c.) Criminal actions, which could involve fines, imprisonment, or both; and
 - d.) Civil actions.
31. Pursuant to 2 Okla. Stat. § 2-18(A), after notice and opportunity for a hearing in accordance with the Administrative Procedures Act, if the State Board of Agriculture finds any person in violation of the Oklahoma Agricultural Code or any rule promulgated or order issued pursuant thereto, unless otherwise specifically provided by statute or rule, the Board shall have the authority to assess an administrative penalty of not less than One Hundred Dollars (\$100.00) and not more than Ten Thousand Dollars (\$10,000.00) for each violation.
32. Each animal, each action, or each day a violation continues may constitute a separate and distinct violation.

33. Fine matrixes containing typical fines for most violations of statutes and rules enforced by ODAFF may be found in the OAC at Title 35.

OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT

34. The Oklahoma Small Business Regulatory Flexibility Act, 75 O.S. Supp. 2002, § 506, may apply to this action; please review the full act to determine if it applies to you.

ENFORCEMENT OF JUDGMENTS

35. Administrative penalties, civil penalties, and other fines imposed by the Board shall be enforced pursuant to the procedure outlined in 2 O.S. § 2-7(B) and the Uniform Enforcement of Foreign Judgments Act, 12 O.S. § 719 *et seq.*

INFORMAL DISPOSITION OF AN INDIVIDUAL PROCEEDING

36. Informal disposition of an Individual Proceeding may be made by Stipulation, Agreed Settlement, Consent Order, or Default.

37. Resolution by Stipulation, Agreed Settlement, Consent Order, or Default shall be approved by the State Board of Agriculture.

38. Proposed Final Administrative Orders shall be prepared and issued in accordance with the Administrative Procedures Act and presented to the Board of Agriculture for review and approval.

STIPULATION

39. If Respondent desires to resolve this matter without a hearing or further action, Complainant proposes an administrative penalty of **Fifteen Hundred Dollars (\$1500.00)**.

40. If you wish to waive your right to hearing and stipulate to the above alleged findings of fact and conclusions of law, you may pay the full amount of the recommended penalty by check

or money order and sign and return the attached Resolution by Stipulation along with your full payment of this penalty prior to the stated hearing date.

DATED THIS 25th day of November, 2024.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY, OFFICE OF GENERAL COUNSEL

Kiersten Wormus

Teena G. Gunter, General Counsel, OBA #17767
James Rucker, Deputy G. Counsel, OBA #14574
Wendi Morse, OBA #33571
Kiersten Wormus, OBA #33187
Abbie Wilburn, OBA #33641
Assistants General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298
Telephone: (405) 522-5803
Facsimile: (405) 522-5789

CERTIFICATE OF MAILING

This is to certify that on this 26 day of Nov., 2024, a true and correct copy of the forgoing instrument was mailed, via Certified Mail, Return Receipt Requested, as follows:

**ELY HELICOPTER SERVICE
110744 S. 4570 RD.
SALLISAW, OK 74955**



Gina Blaylock

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

Case Nos: OGC-24-652

**ELY HELICOPTER SERVICE)
110744 S. 4570 RD.)
SALLISAW, OK 74955)**

RESPONDENT.)

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of **Fifteen Hundred Dollars (\$1500.00)** for this action and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:

Signature

Printed Name and Title:

Date: _____

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

v. LIVESTOCK NUTRITION CENTER

Case File No. OGC-24-598

**LIVESTOCK NUTRITION CENTER
409 SHEPPARDS ST.
CHICKASHA, OK 73018**

Summary of Facts: In August of 2024, an investigation was conducted at the Beutler and Son Rodeo Company (“Beutler”). During this investigation, our inspector found that Beutler had recently switched to Pasture Gold 24-5 feed, which is produced by Livestock Nutrition Center (“LNC”). A sample analysis of the feed showed that the feed was consistent with the VSA guarantee provided to the Department by LNC. Further analysis showed that the feed contained 1600g/ton of Monesin and 0.334g/ton of Lasalocid. Neither of these medications were listed on the VSA or bill of lading. Both are considered harmful or deadly to Equine. As a result of the contaminated food, over seventy horses died.

Statute or Rule Violation: Respondent violated 2 O.S §8-41.5, 2 O.S. §8-41.7(1)(a), 2 O.S. §8-41.7(4), O.A.C. 35:30-27-2(a) & (b), and O.A.C. 35:30-27-3(a) & (b) by failing to label a commercial feed product and selling adulterated feed.

Proposed Administrative Penalty: The proposed penalty for this case was Eleven Thousand Dollars (\$11,000.00). The settlement allowed Respondent to not admit liability due to possible upcoming litigation with Beutler.

Other Actions Required: None.

OGC Attorney: Kiersten Wormus

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**OFFICE OF GENERAL COUNSEL OF
THE OKLAHOMA DEPARTMENT OF
AGRICULTURE, FOOD, AND FORESTRY**)
)
)

Complainant,)

v.)

LIVESTOCK NUTRITION CENTER)
409 SHEPPARDS ST.)
CHICKASHA, OK 73018)

Respondent,)

Case No: OGC-24-598

FILED
DEC 04 2024
STATE BOARD OF AGRICULTURE

SETTLEMENT AGREEMENT AND CONSENT ORDER

PARTIES

1. This Settlement Agreement and Consent Order (the "Agreement") is between the Oklahoma Department of Agriculture, Food, And Forestry (the "Department") and Livestock Nutrition Center (the "Respondent").

AUTHORITY

2. The Department has authority over this matter pursuant to Okla. Const. Art. VI, Section 31 and 2 O.S. § 2-4(16).

DEPARTMENT'S NOTICE

3. On the 1st day of October 2024, the Department issued a Notice of Violation in Case No. OGC-24-598, ("Notice") to the Respondent, which is attached hereto as Exhibit A. The Allegations of Fact and Summary of Applicable Law of that Notice are incorporated herein by reference.

ORDER AND AGREEMENT

4. In compromise and full settlement of *this matter*, respondent shall pay to the Department an administrative penalty of Eleven Thousand Dollars and Zero Cents (\$11,000.00).
5. Upon the execution of this agreement by both parties, payment shall be made within thirty (30) days by Respondent payable to the "Oklahoma Department of Agriculture, Food, And Forestry" and mailed to the following address:

Office of General Counsel
Oklahoma Department of Agriculture, Food, and Forestry
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

EFFECT OF THE AGREEMENT

6. In exchange for Respondent's compliance with the terms of this Agreement, the Department agrees not to initiate any further administrative, civil, or criminal proceedings against Respondent, its officers, directors, agents, customers, servants, employees, representatives, parents, subsidiaries, successors and assigns, based or relating to the facts alleged in the Department's Notice. This release shall not prevent the Department from enforcing the terms of this Agreement and does not release Respondent from liability for other unknown or undiscovered past violations or potential future violations of state or federal law. This Agreement relates only to claims within the jurisdiction of the Department and specifically does not release Respondent from actions initiated by other state or federal agencies having jurisdiction over related matters.
7. Respondent and the Department recognize there is risk and expense inherent in any litigation. Thus, the parties agree to enter into this compromise and settlement to avoid incurring any further cost and expense arising as a result of this dispute. Respondent and the Department each do not waive and each expressly reserves all of its rights in any future proceeding against it.
8. The Department does not by entering into this Agreement concede that its factual basis for initiating this Action, and violations found based upon those facts, are not true and accurate. Respondent, without admitting the truth of said factual averments and having previously contested the alleged violations in informal discussions with representatives of the Department, voluntarily waives its right to a formal evidentiary hearing to contest such factual averments. By entering into this agreement, Respondent does not admit or consent to the truth of the factual averments set forth in the Notice. The Department and Respondent are avoiding further contention, including litigation of this matter, through settlement of this Action by this Agreement.

NO ADMISSION

9. This Agreement and any proceedings taken hereunder are not intended and shall not in any event be construed as, or deemed to be, an admission or concession or evidence of any liability or any wrongdoing whatsoever on the part of any party. The parties hereto specifically disclaim and deny any liability or wrongdoing whatsoever with respect to the allegations and claims asserted against them in this action and enter into this Agreement solely to avoid the further expense, inconvenience, burden and uncertainty of litigation.

NON-ADMISSIBILITY

10. These settlement negotiations have been undertaken by the parties in good faith and for settlement purposes only, and neither this Agreement nor any evidence of negotiations hereunder, shall be offered or received in evidence in this Action, or any other action or proceeding, for any purpose other than in an action or proceeding to enforce the terms of this Agreement.

HEARING WAIVER

11. Respondent hereby agrees to waive its right to a hearing and its opportunity to appeal or contest this Agreement. Respondent enters into this Agreement freely and voluntarily.

NOTICE

12. Unless otherwise specified, reports, notice, or other submissions required under this Agreement shall be in writing and shall be sent to:

For the Oklahoma Department of Agriculture, Food, and Forestry:

Kiersten Wormus
Assistant General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

For Respondent:

Gatlin Squires
McAfee & Taft
8th Floor, Two Leadership Square
211 N Robinson Ave
Oklahoma City, Oklahoma 73102

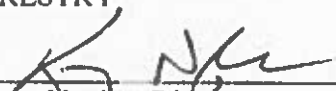
MISCELLANEOUS

13. This Agreement may be amended only by mutual agreement of the Department and Respondent. Such amendments shall be in writing, shall have as their effective date the date on which they are signed by both parties, and shall be incorporated into this agreement.
14. The undersigned representative of the Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry agrees to propose and recommend this Agreement to the State Board of Agriculture (the "Board"). Furthermore, Respondent understands that the Office of General Counsel Representative neither possesses the legal power to bind the Board nor can the Office of General Counsel Representative promise acceptance of this Agreement by the Board. Respondent understands that it may attend the meeting of the Board but is not required to do so.
15. Payment for the administrative penalty shall be presented upon the execution of this Agreement. Such payment will be tendered upon acceptance of this Agreement by the Board at its next regularly scheduled public meeting.
16. In the event the Board accepts this Agreement, Respondent shall receive a copy of the Approval. Compliance with this Agreement shall constitute full and complete settlement.
17. In the event the Board does not approve this Agreement, then Respondent or the Department is free to make a counterproposal for the Board's consideration, or the Parties may choose to go through a formal administrative hearing on the above charges, and the recitations herein will be held for naught and are inadmissible in any future proceedings.
18. No breach of any provision of this Agreement can be waived by any undersigned party unless in writing. Waiver of any one breach by an undersigned party shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

19. This Agreement shall be governed by the laws of the State of Oklahoma.

Executed by the Parties on the dates set forth below:

OKLAHOMA DEPARTMENT
OF AGRICULTURE, FOOD, AND
FORESTRY




Kenny Naylor, Director
Consumer Protection Services
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298
Telephone: (405) 522-0625

Date: 12/13/2024

- and by -

LIVESTOCK NUTRITION CENTER



Gatlin Squires
McAfee & Taft
8th Floor, Two Leadership Square
211 N Robinson Ave
Oklahoma City, Oklahoma 73102

Date: 11/26/24

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

**LIVESTOCK NUTRITION CENTER)
409 SHEPPARDS ST.)
CHICKASHA, OK 73018)**

RESPONDENT.)

Case No: OGC-24-598

**FILED
OCT 01 2024**

NOTICE OF VIOLATION

1. Complainant, the Office of General Counsel (“OGC”) of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) advises Respondent of the following alleged violations of the Oklahoma Agricultural Code and/or rules.

PREHEARING CONFERENCE NOTICE

2. Respondent is hereby notified that a Prehearing Conference¹ will be held before an impartial Administrative Law Judge (ALJ) at **1:30 p.m. on 14th day of November 2024** in the Board Room on the first floor of the Oklahoma Department of Agriculture, Food, and Forestry building, located at 2800 North Lincoln Blvd, Oklahoma City, Oklahoma.

3. **Please note the Prehearing Conference is not an evidentiary hearing: witnesses and evidence will not be presented at the Prehearing Conference.**

¹ Prehearing Conferences may address any of the following: a.) Identification and simplification of issues, including the elimination of frivolous claims or defenses; b.) Amendments to the pleadings; c.) the plan, schedule, and limitations of discovery; d.) Identification of admissions of fact to avoid unnecessary proof and cumulative evidence; e.) The identification of witnesses and substance of testimony, exhibits, and documents; f.) The use of prehearing briefs and pre-filed testimony in the form of sworn affidavits; g.) Settlement of all or some of the issues prior to the hearing; h.) Adoption of special procedures for managing difficult or protracted actions that may involve complex issues, multiple parties, novel or difficult legal questions, or evidence problems; i.) Scheduling; and j.) Any other matters as may aid in disposition of the case.

4. The Prehearing Conference may be held by telephone; arrangements to do so should be made at least one full week in advance of the Prehearing Conference.
5. Upon request of either party, Prehearing Conferences shall be on the record.
6. A Prehearing Conference may result in a scheduling or other prehearing order and subsequent changes to any prehearing or scheduling order may be made by the ALJ by modifying the order for good cause.
7. Please note that failure to appear at the Prehearing Conference may result in a default judgment being entered against you.

HEARING AND RIGHT TO COUNSEL

8. Respondent may choose to proceed to a full evidentiary hearing on the merits, at which Respondent will be given the opportunity to cross-examine the Complainant's witnesses, present Respondent's witnesses, and present relevant evidence on Respondent's behalf.
9. **The hearing date will be determined at the Prehearing Conference.**
10. The hearing will be conducted in accordance with the Oklahoma Administrative Procedures Act and the Department's Rules of Practice and Procedure, which may be found in the OAC at Title 35.
11. Respondent has the right to be represented by counsel in this matter.

DEFAULT

12. Any Respondent who fails to appear after receipt of notice may be determined to have waived the right to appear and present a defense and a default may be presented by the Department to the Board at a regularly scheduled meeting proposing the relief requested by the Notice of Violation, or other relief if justice so requires.

JURISDICTION, VENUE, AND APPLICABLE LAW

13. Subject matter jurisdiction and venue are vested in the State Board of Agriculture in its quasi-judicial capacity, pursuant to Okla. Const. Art. VI, Section 31 and 2 O. S. § 2-4(16); accordingly, this is the proper forum to hear this matter.

14. Respondent has substantial business operations and assets within the State of Oklahoma.

15. Based upon current information and belief, at all relevant times hereto, Respondent has, among other things, engaged in the business of selling commercial feed in Oklahoma.

16. Pursuant to Okla. Sta. Ann. 2 § 2-4(A)(3), ODAFF has authority to regulate persons who violate the Oklahoma Agricultural Code by initiating and prosecuting administrative, civil, or criminal actions and proceedings necessary under the Oklahoma Agricultural Code.

ALLEGATIONS OF FACT

17. Based upon current information and belief, the following allegations of fact summarize the alleged violations committed by Respondent.

18. On August 26, 2024, the Consumer Protection Services Division of the Department (“Department”) conducted a complaint investigation at Beutler and Son Rodeo Company (“Beutler”) near Elk City, OK.

19. During this investigation, our inspector found that Beutler had recently switched to Pasture Gold 24-5 feed, which is produced by Livestock Nutrition Center (“LNC”). Beutler received its first bulk load of feed from LNC on August 21, 2024. On August 22, 2024, approximately 125 horses were fed the feed produced by LNC. After a few hours, Beutler staff found deceased horses in all locations that were fed the feed produced by LNC. The Department collected three samples of the feed for analysis.

20. Kansas State University performed a necropsy on three of the deceased horses and found that issues consistent with high ionophore toxicity. Additionally, in the sample of feed that KSU analyzed, high levels of ionophores were found.

21. A sample analysis of the feed showed that the feed was consistent with the VSA guarantee provided to the Department by LNC. Further analysis showed that the feed contained 1600g/ton of Monesin and 0.334g/ton of Lasalocid. Neither of these medications were listed on the VSA or bill of lading. Both are considered harmful or deadly to Equine.

22. LNC has admitted that the feed sold to Beutler was contained with monesin, which can be toxic to horses. **See Exhibit A.**

23. Failing to label a commercial feed product and selling adulterated feed are violations of the Oklahoma Commercial Feed Law, specifically 2 O.S §8-41.5, 2 O.S. §8-41.7(1)(a), 2 O.S. §8-41.7(4), O.A.C. 35:30-27-2(a) & (b), and O.A.C. 35:30-27-3(a) & (b).

ALLEGED CONCLUSIONS OF LAW

24. Based upon the application of the above law to the aforementioned facts, you are in violation of 2 O.S §8-41.5, 2 O.S. §8-41.7(1)(a), 2 O.S. §8-41.7(4), O.A.C. 35:30-27-2(a) & (b), and O.A.C. 35:30-27-3(a) & (b) which are listed below.

- 2 O.S §8-41.5:

A commercial feed shall be labeled as follows:

1. A commercial feed, except a customer-formula feed, shall be accompanied by a label bearing the following information:

a. net contents statement (weight or volume),

b. the product name and the brand name, if any, under which the commercial feed is distributed,

c. the guaranteed analysis stated in such terms as the State Board of Agriculture by rules determines is required to advise the user of the composition of the feed or to support claims made in the labeling. In all cases the substances or elements must be determinable by laboratory methods such as the methods published by the Association of Official Analytical Chemists International,

d. the official, common, or usual name of each ingredient used in the manufacture of the commercial feed. The Board by rule may permit the use of a collective term

for a group of ingredients which perform a similar function, or they may exempt commercial feeds, or any group, from this requirement of an ingredient statement if they find that the statement is not required in the interest of consumers,

- e. the name and principal mailing address of the manufacturer or the person responsible for distributing the commercial feed,
- f. adequate directions for use for all commercial feeds containing drugs and for other feeds as the Board may require for their safe and effective use, and
- g. precautionary statements the Board determines are necessary for the safe and effective use of the commercial feed;

2. Label format shall comply with applicable state and/or federal packaging and labeling regulations; and

3. A customer-formula feed shall be accompanied by a label, invoice, delivery slip, or other shipping document, bearing the following information:

- a. name and address of the manufacturer.
- b. name and address of the purchaser,
- c. date of delivery,
- d. the product name and brand name, if any, the net weight of each commercial feed used in the mixture, and the net weight of each ingredient used,
- e. adequate directions for use for all customer-formula feeds containing drugs and for other feeds the Board may require for their safe and effective use,
- f. the direction for use and precautionary statements as required by the Board, and
- g. if a drug-containing product is used:
 - (1) the purpose of the medication (claim statement), and
 - (2) the established name of each active drug ingredient and the level of each drug used in the final mixture expressed in accordance with rules promulgated by the Board.

- 2 O.S. §8-41.7(1)(a): “A commercial feed shall be adulterated if: 1. a. it contains any poisonous or deleterious substance which may render it injurious to health. If the substance is not an added substance, the commercial feed shall not be considered adulterated under this subsection if the quantity of the substance in the commercial feed does not ordinarily render it injurious to health when utilized according to label and/or labeling directions.”
- 2 O.S. §8-41.7(4): “A commercial feed shall be adulterated if: 4. It contains a drug and the methods used in or the facilities or controls used for its manufacture, processing, or packaging do not conform to current good manufacturing practice rules promulgated by the State Board of Agriculture to assure that the drug meets the requirement of this

subarticle as to safety and has the identity and strength and meets the quality and purity characteristics which it purports or is represented to possess. In promulgating the rules, the Board shall adopt the current good manufacturing practice regulations for medicated feed premixes and for medicated feeds established under authority of the Federal Food, Drug, and Cosmetic Act, unless the Board determines that they are not appropriate to the conditions which exist in this state.”

- O.A.C. 35:30-27-2(a) & (b):

(a) Commercial feed, other than customer-formula feed, shall be labeled with the information prescribed in this subchapter and in the following general format.

- (1) Product name and brand name, if any, as stipulated in 35:30-27-3(a)(1).
- (2) If a drug is used, label as stipulated in 35:30-27-3(a)(2).
- (3) Purpose Statement as stipulated in 35:30-27-3(a)(3).
- (4) Guaranteed analysis as stipulated in 35:30-27-3(a)(4).
- (5) Feed ingredients as stipulated in 35:30-27-3(5).
- (6) Name and principal mailing address of the manufacturer or person responsible for distributing the feed as stipulated in 35:30-27-3(a)(7).
- (7) Directions for use and precautionary statements as stipulated in 35:30-27-3(6).
- (8) Net weight or mass net volume or count and metric equivalent.

(b) The presentation of information and the label format shall meet the requirements of applicable State and Federal packaging regulations. "Uniform Packaging and Labeling Regulation" as adopted by the National Conference on Weights and Measures and published in the National Institute of Standards and Technology (NIST) Handbook 130 and amendments.

- (1) The information required within 35:30-27-2(a)(1)-(5) and (7)-(8) shall appear entirely on one side of the label or on one side of the container.
- (2) Additional information besides that required within 35:30-27-2 may be placed on a supplemental label.

- O.A.C. 35:30-27-3(a) & (b):

(a) Commercial feed, other than customer-formula feed, shall be labeled with the information prescribed in this rule.

- (1) Product name and brand name, if any.
 - (A) The brand or product name shall be appropriate for the intended use of the feed and shall not be misleading. If the name indicates the feed is made for a specific use, the character of the feed shall conform to that use. A commercial feed for a particular animal class shall be suitable for that purpose.

(B) Commercial, registered brand, or trade names are not permitted in guarantees or ingredient listings and only in the product name of feeds produced by or for the firm holding the rights to the name.

(C) The name of a commercial feed shall not be derived from one or more ingredients of a mixture to the exclusion of other ingredients and shall not be one representing any components of a mixture unless all components are included in the name; provided, that if any ingredient or combination of ingredients is intended to impart a distinctive characteristic to the product which is of significance to the purchaser, the name of that ingredient or combination of ingredients may be used as part of the brand name or product name if the ingredients or combination of ingredients is quantitatively guaranteed in the guaranteed analysis, and the brand or product name is not false or misleading.

(D) The word "protein" shall not be permitted in the product name of a feed that contains added non-protein nitrogen.

(E) When the name carries a percentage value, it shall be understood to signify protein and/or equivalent protein content only, even though it may not explicitly modify the percentage with the word "protein": provided, that other percentage values may be permitted if they are followed by the proper description and conform to good labeling practice. Digital numbers shall not be used in a manner as to be misleading or confusing to the customer.

(F) Single ingredient feeds shall have a product name in accordance with the designated definition of feed ingredients as recognized by the Association of American Feed Control Officials except as the Board designates.

(G) The word "vitamin", a contraction of vitamin, or any word suggesting vitamin can be used only in the name of a feed which is represented to be a vitamin supplement, and which is labeled with the minimum content of each vitamin declared, as specified in 35:30-27-4(c).

(H) The term "mineralized" shall not be used in the name of the feed except for "TRACE MINERALIZED SALT". When so used, the product shall contain significant amounts of trace minerals which are recognized as essential for animal nutrition.

(I) The terms "meat" and "meat by-products" shall be qualified to designate the animal species from which the meat and meat by-products are derived. All products of this nature derived from ruminant sources shall bear the **"WARNING STATEMENT: DO NOT FEED TO CATTLE OR OTHER RUMINANTS"** per Section 409, the Federal Food, Drug and Cosmetic Act.

(2) If a drug is used:

(A) The word "medicated" shall appear directly following and below the product name in type size, no smaller than one-half the type size of the product name.

(B) Purpose statement as required in 35:30-27-3(a)(3)(A)&(B).

(C) The purpose of medication (claim statement) as stated on the label.

(D) An active ingredient statement listing the active drug ingredients by their established name and the amounts in accordance with 35:30-27-4(d).

(3) Purpose Statement

(A) The purpose statement shall identify the specific species and animal class(es) for which the feed is intended as defined in AAFCO Model Regulation 3,(a),(4) as may be amended.

(B) The manufacturer shall have flexibility in describing in more specific and common language the defined animal class, species, and purpose while being consistent with the category of animal class defined in AAFCO Model Regulation 3(a)(4), as may be amended, which may include, but is not limited to, weight range(s), sex, or ages of the animal(s) for which the feed is manufactured.

(C) The purpose statement may be excluded from the label if the product name includes a description of the species and animal class(es) for which the product is intended.

(D) The purpose statement of a premix for the manufacture of feed may exclude the animal class and species and state "For Further Manufacture of Feed" if the nutrients contained in the premix are guaranteed and sufficient for formulation into various animal species feeds and premix specifications are provided by the end user.

(E) The purpose statement of a single purpose ingredient blend, like a blend of ingredients of mammalian origin are restricted to non-ruminant feeds unless exempted by 21 CFR 599.200 of the Federal Food, Drug and Cosmetic Act, animal protein products, milk products, fat products, roughage products, or molasses products may exclude the animal class and species and state "For Further Manufacture of Feed" if the label guarantees of the nutrients contained in the single purpose nutrient blend are sufficient to provide for formulation into various animal species feeds.

(4) The sequence of nutritional guarantees shall be crude protein, non-protein nitrogen, amino acids, crude fat, crude fiber, acid detergent fiber, calcium, phosphorous, salt, and sodium shall be used when the guarantee is stated. Other required guarantees shall follow the guidelines of the current AAFCO Model Bill requirements and/or the provisions of the AAFCO Publication.

(b) The label format for the required components of a commercial feed shall conform to the guidelines established within Regulation 3(a)(4)(I thru XI) of the AAFCO Model Bill as amended.

PRAYER FOR RELIEF

25. The Department is seeking an administrative penalty in the amount of **Eleven Thousand Dollars (\$11,000.00)**.

ATTORNEY CONFERENCES

26. If Respondent desires to meet with attorneys for the Department prior to the Prehearing Conference to discuss the allegations and/or seek a possible resolution, please contact the undersigned at 405-522-5803 or by email at Kiersten.wormus@ag.ok.gov.
27. Additionally, OGC attorneys will be available for consultation on a first-come, first-served basis from 9:00 a.m. to 12:00 p.m. on the date of the Prehearing Conference.
28. Arrangements to discuss the matter before the Prehearing Conference are encouraged.

ENFORCEMENT PROCEEDINGS

29. Enforcement proceedings may include but are not limited to:
- a.) Administrative fines or penalties;
 - b.) Revocation, suspension, or denial for up to one (1) year of any license, permit, or charter issued by ODAFF or the Board;
 - c.) Criminal actions, which could involve fines, imprisonment, or both; and
 - d.) Civil actions.
30. Pursuant to 2 Okla. Stat. § 2-18(A), after notice and opportunity for a hearing in accordance with the Administrative Procedures Act, if the State Board of Agriculture finds any person in violation of the Oklahoma Agricultural Code or any rule promulgated or order issued pursuant thereto, unless otherwise specifically provided by statute or rule, the Board shall have the authority to assess an administrative penalty of not less than One Hundred Dollars (\$100.00) and not more than Ten Thousand Dollars (\$10,000.00) for each violation.
31. Each animal, each action, or each day a violation continues may constitute a separate and distinct violation.

OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT

32. The Oklahoma Small Business Regulatory Flexibility Act, 75 O.S. Supp. 2002, § 506, may apply to this action; please review the full act to determine if it applies to you.

ENFORCEMENT OF JUDGMENTS

33. Administrative penalties, civil penalties, and other fines imposed by the Board shall be enforced pursuant to the procedure outlined in 2 O.S. § 2-7(B) and the Uniform Enforcement of Foreign Judgments Act, 12 O.S. § 719 *et seq.*

INFORMAL DISPOSITION OF AN INDIVIDUAL PROCEEDING

34. Informal disposition of an Individual Proceeding may be made by Stipulation, Agreed Settlement, Consent Order, or Default.

35. Resolution by Stipulation, Agreed Settlement, Consent Order, or Default shall be approved by the State Board of Agriculture.

36. Proposed Final Administrative Orders shall be prepared and issued in accordance with the Administrative Procedures Act and presented to the Board of Agriculture for review and approval.

STIPULATION

37. If Respondent desires to resolve this matter without a hearing or further action, Complainant proposes an administrative penalty of **Eleven Thousand Dollars (\$11,000.00)**.

38. If you wish to waive your right to hearing and stipulate to the above alleged findings of fact and conclusions of law, you may pay the full amount of the recommended penalty by check or money order and sign and return the attached Resolution by Stipulation along with your full payment of this penalty prior to the stated hearing date.

DATED THIS 1st day of October, 2024.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND
FORESTRY, OFFICE OF GENERAL COUNSEL

Kiersten Wormus

Teena G. Gunter, General Counsel, OBA #17767

James Rucker, Deputy G. Counsel, OBA #14574

Wendi Morse, OBA #33571

Kiersten Wormus, OBA #33187

Abbie Wilburn, OBA #33641

Assistants General Counsel

2800 N. Lincoln Blvd.

Oklahoma City, OK 73105-4298

Telephone: (405) 522-5803

Facsimile: (405) 522-5789

CERTIFICATE OF MAILING

This is to certify that on this 1 day of OCT, 2024, a true and correct copy of the forgoing instrument was mailed, via Certified Mail, Return Receipt Requested, as follows:

LIVESTOCK NUTRITION CENTER
409 SHEPPARDS ST.
CHICKASHA, OK 73018



Gina Blaylock

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

Case No: OGC-24-598

**LIVESTOCK NUTRITION CENTER)
409 SHEPPARDS ST.)
CHICKASHA, OK 73018)**

RESPONDENT.)

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of **Eleven Thousand Dollars (\$11,000.00)** for this action and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:

Signature

Printed Name and Title:

Date: _____



"We are truly sorry for what the Beutler family is going through.

Our preliminary tests show a load of feed delivered to Beutler and Son Rodero Company in Elk City contained monensin, which can be toxic to horses. This likely occurred due to a combination of a failed cleanout procedure and a sensor malfunction. We have confirmed this is an isolated incident to this single load of feed from a single facility and no other feed has been impacted and is safe for animal consumption.

We take this seriously and are working with the State Departments of Agriculture in Oklahoma and Kansas and the FDA to get to the root cause of the problem and will take any and all corrective actions needed.

Words are cheap but we are dedicated to assist and support the Beutler family and make this right because our customers and employees expect and deserve it.

Our deepest sympathies go out to Mr. & Mrs. Bennie and Rhett Beutler and family and everyone affected by the recent tragic event at their ranch. The loss of so many valued animals is devastating."

*Ronnie Costlebury, Ph.D.
President of Livestock Nutrition Center*

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

v. RURAL PEST SOLUTIONS

Case File No. OGC-24-409

**RURAL PEST SOLUTIONS
30605 AARON WAY
CASHION, OK 73016**

Summary of Facts: In July of 2024, an investigation was conducted at a residence in Oklahoma City. During this investigation, our inspector found that the Respondent was hired to perform an ODAFF-1 wood destroying insect inspection of the home. The Respondent's report indicated signs of high moisture and termite activity, and signs of a previous termite treatment. The Respondent recommended remedial termite treatment. Our inspector did not find any signs of termite activity in the area as indicated in the Respondent's ODAFF-1 report. Our inspector found that the previous termite treatment met minimum standards in the areas that he could inspect, therefore a remedial termite treatment should not have been recommended.

Statute or Rule Violation: Respondent violated O.A.C 35:30-17-100(a) and O.A.C 35:30-17-100(b) by providing an inaccurate wood destroying insect report and failing to perform work according to minimum standards.

Proposed Administrative Penalty: The proposed penalty for this case was One Thousand Dollars (\$1,000.00). Respondent signed a Settlement and Consent Order and paid.

Other Actions Required: None.

OGC Attorney: Abigail Wilburn

BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA

THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)

COMPLAINANT,)

v.)

RURAL PEST SOLUTIONS)
30605 AARON WAY)
CASHION, OK 73016)

RESPONDENT.)

Case No: OGC-24-409

FILED
DEC 04 2024
STATE BOARD OF AGRICULTURE

SETTLEMENT AGREEMENT AND CONSENT ORDER

PARTIES

1. This Settlement Agreement and Consent Order (the "Agreement") is between the Oklahoma Department of Agriculture, Food, And Forestry (the "Department") and Rural Pest Solutions (the "Respondent").
2. The facility which is the subject of this Agreement is owned and operated by Rural Pest Solutions and located at 30605 Aaron Way Cashion, OK 73016 (the "Facility").

AUTHORITY

3. The Department has authority over this matter pursuant to Okla. Const. Art. VI, Section 31 and 2 O.S. § 2-4(16).

DEPARTMENT'S NOTICE

4. On the 20th day of November 2024, the Department issued a Notice of Violation in Case No. OGC-24-409, ("Notice") to the Facility, which is attached hereto as Exhibit A. The Allegations of Fact and Summary of Applicable Law of that Notice are incorporated herein by reference.

ORDER AND AGREEMENT

5. In compromise and full settlement of *this matter*, respondent shall pay to the Department an administrative penalty of One Thousand Dollars (\$1,000.00).
6. Payment to be mailed to the following address:

Office of General Counsel
Oklahoma Department of Agriculture, Food, and Forestry
2800 N. Lincoln Blvd.

RECEIVED
DEC 02 2024
ODAFF FINANCE

EFFECT OF THE AGREEMENT

7. In exchange for Respondent's compliance with the terms of this Agreement, the Department agrees not to initiate any further administrative, civil, or criminal proceedings against Respondent, its officers, directors, agents, customers, servants, employees, representatives, parents, subsidiaries, successors and assigns, based or relating to the facts alleged in the Department's Notice. This release shall not prevent the Department from enforcing the terms of this Agreement and does not release Respondent from liability for other unknown or undiscovered past violations or potential future violations of state or federal law. This Agreement relates only to claims within the jurisdiction of the Department and specifically does not release Respondent from actions initiated by other state or federal agencies having jurisdiction over related matters.
8. Respondent and the Department recognize there is risk and expense inherent in any litigation. Thus, the parties agree to enter into this compromise and settlement to avoid incurring any further cost and expense arising as a result of this dispute. Respondent and the Department each do not waive and each expressly reserves all of its rights in any future proceeding against it.
9. The Department does not by entering into this Agreement concede that its factual basis for initiating this Action, and violations found based upon those facts, are not true and accurate. Respondent, without admitting the truth of said factual averments and having previously contested the alleged violations in informal discussions with representatives of the Department, voluntarily waives its right to a formal evidentiary hearing to contest such factual averments. By entering into this agreement, Respondent does not admit or consent to the truth of the factual averments set forth in the Notice. The Department and Respondent are avoiding further contention, including litigation of this matter, through settlement of this Action by this Agreement.

NO ADMISSION

10. This Agreement and any proceedings taken hereunder are not intended and shall not in any event be construed as, or deemed to be, an admission or concession or evidence of any liability or any wrongdoing whatsoever on the part of any party. The parties hereto specifically disclaim and deny any liability or wrongdoing whatsoever with respect to the allegations and claims asserted against them in this action and enter into this Agreement solely to avoid the further expense, inconvenience, burden and uncertainty of litigation.

NON-ADMISSIBILITY

11. These settlement negotiations have been undertaken by the parties in good faith and for settlement purposes only, and neither this Agreement nor any evidence of negotiations hereunder, shall be offered or received in evidence in this Action, or any other action or proceeding, for any purpose other than in an action or proceeding to enforce the terms of this Agreement.

HEARING WAIVER

12. Respondent hereby agrees to waive its right to a hearing and its opportunity to appeal or contest this Agreement. Respondent enters into this Agreement freely and voluntarily.

NOTICE

13. Unless otherwise specified, reports, notice, or other submissions required under this Agreement shall be in writing and shall be sent to:

For the Oklahoma Department of Agriculture, Food, and Forestry:

Abigail Wilburn
Assistant General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

For Rural Pest Solutions:

Kristy Perry
Attorney At Law
30626 Aaron Way
Cashion, OK 73016
918-373-0882

MISCELLANEOUS

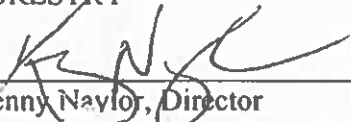
14. This Agreement may be amended only by mutual agreement of the Department and Respondent. Such amendments shall be in writing, shall have as their effective date the date on which they are signed by both parties, and shall be incorporated into this agreement.
15. The undersigned representative of the Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry agrees to propose and recommend this Agreement to the State Board of Agriculture (the "Board"). Furthermore, Respondent understands that the Office of General Counsel Representative neither possesses the legal power to bind the Board nor can the Office of General Counsel Representative promise acceptance of this Agreement by the Board. Respondent understands that it may attend the meeting of the Board but is not required to do so.
16. Payment for the administrative penalty shall be presented upon the execution of this Agreement. Such payment will be tendered upon acceptance of this Agreement by the Board at its next regularly scheduled public meeting.
17. In the event the Board accepts this Agreement, Respondent shall receive a copy of the Approval. Compliance with this Agreement shall constitute full and complete settlement.
18. In the event the Board does not approve this Agreement, then Respondent or the Department is free to make a counterproposal for the Board's consideration, or the Parties may choose to go through a formal administrative hearing on the above charges, and the recitations herein will be held for naught and are inadmissible in any future proceedings.

19. No breach of any provision of this Agreement can be waived by any undersigned party unless in writing. Waiver of any one breach by an undersigned party shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

20. This Agreement shall be governed by the laws of the State of Oklahoma.

Executed by the Parties on the dates set forth below:

OKLAHOMA DEPARTMENT
OF AGRICULTURE, FOOD, AND
FORESTRY




Kenny Naylor, Director
Consumer Protection Services
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298
Telephone: (405) 522-0625

Date: 12/26/24

- and by -

RURAL PEST SOLUTIONS



30626 AARON WAY
CASHION, OK 73016

Date: _____

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

FILED

NOV 20 2024

STATE BOARD OF AGRICULTURE

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

Case No: OGC-24-409

**RURAL PEST SOLUTIONS)
30605 AARON WAY)
CASHION, OK 73016)**

RESPONDENT.)

AMENDED NOTICE OF VIOLATION

1. Complainant, the Office of General Counsel (“OGC”) of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) advises Respondent of the following alleged violations of the Oklahoma Agricultural Code and/or rules.

PREHEARING CONFERENCE NOTICE

2. Respondent is hereby notified that a Prehearing Conference¹ will be held before an impartial Administrative Law Judge (ALJ) at 1:30 p.m. on 9th day of January 2024 in the Board Room on the first floor of the Oklahoma Department of Agriculture, Food, and Forestry building, located at 2800 North Lincoln Blvd, Oklahoma City, Oklahoma.

3. **Please note the Prehearing Conference is not an evidentiary hearing: witnesses and evidence will not be presented at the Prehearing Conference.**

¹ Prehearing Conferences may address any of the following: a.) Identification and simplification of issues, including the elimination of frivolous claims or defenses; b.) Amendments to the pleadings; c.) the plan, schedule, and limitations of discovery; d.) Identification of admissions of fact to avoid unnecessary proof and cumulative evidence; e.) The identification of witnesses and substance of testimony, exhibits, and documents; f.) The use of prehearing briefs and pre-filed testimony in the form of sworn affidavits; g.) Settlement of all or some of the issues prior to the hearing; h.) Adoption of special procedures for managing difficult or protracted actions that may involve complex issues, multiple parties, novel or difficult legal questions, or evidence problems; i.) Scheduling; and j.) Any other matters as may aid in disposition of the case.

4. The Prehearing Conference may be held by telephone; arrangements to do so should be made at least one full week in advance of the Prehearing Conference.
5. Upon request of either party, Prehearing Conferences shall be on the record.
6. A Prehearing Conference may result in a scheduling or other prehearing order and subsequent changes to any prehearing or scheduling order may be made by the ALJ by modifying the order for good cause.
7. Please note that failure to appear at the Prehearing Conference may result in a default judgment being entered against you.

HEARING AND RIGHT TO COUNSEL

8. Respondent may choose to proceed to a full evidentiary hearing on the merits, at which Respondent will be given the opportunity to cross-examine the Complainant's witnesses, present Respondent's witnesses, and present relevant evidence on Respondent's behalf.
9. **The hearing date will be determined at the Prehearing Conference.**
10. The hearing will be conducted in accordance with the Oklahoma Administrative Procedures Act and the Department's Rules of Practice and Procedure, which may be found in the OAC at Title 35.
11. Respondent has the right to be represented by counsel in this matter.

DEFAULT

12. Any Respondent who fails to appear after receipt of notice may be determined to have waived the right to appear and present a defense and a default may be presented by the Department to the Board at a regularly scheduled meeting proposing the relief requested by the Notice of Violation, or other relief if justice so requires.

JURISDICTION, VENUE, AND APPLICABLE LAW

13. Subject matter jurisdiction and venue are vested in the State Board of Agriculture in its quasi-judicial capacity, pursuant to Okla. Const. Art. VI, Section 31 and 2 O. S. § 2-4(16); accordingly, this is the proper forum to hear this matter.

14. Respondent has substantial business operations and assets within the State of Oklahoma.

15. Based upon current information and belief, at all relevant times hereto, Respondent has, among other things, engaged in the business of commercial pesticide applications, located in Seminole, Oklahoma.

16. Pursuant to Okla. Sta. Ann. 2 § 2-4(A)(3), ODAFF has authority to regulate persons who violate the Oklahoma Agricultural Code by initiating and prosecuting administrative, civil, or criminal actions and proceedings necessary under the Oklahoma Agricultural Code.

ALLEGATIONS OF FACT

17. Based upon current information and belief, the following allegations of fact summarize the alleged violations committed by Respondent.

18. On July 25, 2024, a complaint investigation was performed by ODAFF at 12000 N. Francis Ave. in Oklahoma City, OK.

19. During this investigation, the ODAFF inspector found that your company was hired to perform an ODAFF-1 wood destroying insect inspection of the home. Your records indicated that you inspected the home on July 18, 2024, and reported signs of high moisture and termite activity in the wall near the shower. Your records also noted signs of a previous termite treatment to the home. Based on your inspection, your company recommended a remedial termite treatment due to the activity you noted near the shower.

20. During the ODAFF investigation, it was determined this home received a Termidor Exterior Perimeter Localized Interior treatment on May 22, 2019. During the inspection of the home, the ODAFF inspector found the previous termite treatment met minimum standards in the areas that he could inspect. The inspector did not find any signs of termite activity in the area as indicated in your ODAFF-1 report.

21. Based on the ODAFF inspection your company's ODAFF-1 report is inaccurate, and a remedial termite treatment should not have been recommended.

22. Providing an inaccurate wood destroying insect report is a violation of Oklahoma Combined Pesticide Law & Rules, specifically O.A.C 35:30-17-100(a) and O.A.C 35:30-17-100(b).

ALLEGED CONCLUSIONS OF LAW

23. Based upon the application of the above law to the aforementioned facts, you are in violation of O.A.C 35:30-17-100(a) and O.A.C 35:30-17-100(b) which are stated below:

- O.A.C 35:30-17-100(a): "(a) Any wood infestation report (WIR) issued that is not in compliance with these rules shall be inaccurate, misleading, or fraudulent."
- O.A.C 35:30-17-100(b): "(b) Any person who issues a WIR that fails to comply with the provisions of these rules shall be in violation for failure to perform work according to minimum standards."

PRAYER FOR RELIEF

24. The Department is seeking an administrative penalty in the amount of **One Thousand Dollars (\$1,000.00)**.

ATTORNEY CONFERENCES

25. If Respondent desires to meet with attorneys for the Department prior to the Prehearing Conference to discuss the allegations and/or seek a possible resolution, please contact the undersigned at 405-522-6104 or by email at Abigail.wilburn@ag.ok.gov.

26. Additionally, OGC attorneys will be available for consultation on a first-come, first-served basis from 9:00 a.m. to 12:00 p.m. on the date of the Prehearing Conference.

27. Arrangements to discuss the matter before the Prehearing Conference are encouraged.

ENFORCEMENT PROCEEDINGS

28. Enforcement proceedings may include but are not limited to:

- a.) Administrative fines or penalties;
- b.) Revocation, suspension, or denial for up to one (1) year of any license, permit, or charter issued by ODAFF or the Board;
- c.) Criminal actions, which could involve fines, imprisonment, or both; and
- d.) Civil actions.

29. Pursuant to 2 Okla. Stat. § 2-18(A), after notice and opportunity for a hearing in accordance with the Administrative Procedures Act, if the State Board of Agriculture finds any person in violation of the Oklahoma Agricultural Code or any rule promulgated or order issued pursuant thereto, unless otherwise specifically provided by statute or rule, the Board shall have the authority to assess an administrative penalty of not less than One Hundred Dollars (\$100.00) and not more than Ten Thousand Dollars (\$10,000.00) for each violation.

30. Each animal, each action, or each day a violation continues may constitute a separate and distinct violation.

OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT

31. The Oklahoma Small Business Regulatory Flexibility Act, 75 O.S. Supp. 2002, § 506, may apply to this action; please review the full act to determine if it applies to you.

ENFORCEMENT OF JUDGMENTS

32. Administrative penalties, civil penalties, and other fines imposed by the Board shall be enforced pursuant to the procedure outlined in 2 O.S. § 2-7(B) and the Uniform Enforcement of Foreign Judgments Act, 12 O.S. § 719 *et seq.*

INFORMAL DISPOSITION OF AN INDIVIDUAL PROCEEDING

33. Informal disposition of an Individual Proceeding may be made by Stipulation, Agreed Settlement, Consent Order, or Default.

34. Resolution by Stipulation, Agreed Settlement, Consent Order, or Default shall be approved by the State Board of Agriculture.

35. Proposed Final Administrative Orders shall be prepared and issued in accordance with the Administrative Procedures Act and presented to the Board of Agriculture for review and approval.

STIPULATION

36. If Respondent desires to resolve this matter without a hearing or further action, Complainant proposes an administrative penalty of **One Thousand Dollars (\$1,000.00)**.

37. If you wish to waive your right to hearing and stipulate to the above alleged findings of fact and conclusions of law, you may pay the full amount of the recommended penalty by check or money order and sign and return the attached Resolution by Stipulation along with your full payment of this penalty prior to the stated hearing date.

DATED THIS 20TH day of November, 2024.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND
FORESTRY, OFFICE OF GENERAL COUNSEL

Abigail Wilburn

Teena G. Gunter, General Counsel, OBA #17767

James Rucker, Deputy G. Counsel, OBA #14574

Wendi Morse, OBA #33571

Kiersten Hamill, OBA #33187

Abbie Wilburn, OBA #33641

Assistants General Counsel

2800 N. Lincoln Blvd.

Oklahoma City, OK 73105-4298

Telephone: (405) 522-5803

Facsimile: (405) 522-5789

CERTIFICATE OF MAILING

This is to certify that on this 20 day of NOV., 2024, a true and correct copy of the forgoing instrument was mailed, via Certified Mail, Return Receipt

Requested, as follows:

**RURAL PEST SOLUTIONS
30605 AARON WAY
CASHION, OK 73016**

Gina B. Blaylock
Gina Blaylock

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

Case No: OGC-24-409

**RURAL PEST SOLUTIONS)
30605 AARON WAY)
CASHION, OK 73016)**

RESPONDENT.)

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of **One Thousand Dollars (\$1,000.00)** for this action and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:

Signature

Printed Name and Title:

Date: _____

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

v. WHEELER BROTHERS GRAIN COMPANY

Case File No. OGC-24-812

WHEELER BROTHERS GRAIN COMPANY

121 FIRST ST.

THOMAS, OK 73669

Summary of Facts: In June of 2024, an investigation was conducted in Dewey County, Oklahoma. During this investigation, our inspector found that Respondent's company was hired to spray complainant's CRP grass field adjacent to the west of his rye crop field. Respondent applied Grazon PD3 and Plotter to the rye crop field. Grazon PD3 and Plotter are not labeled to be applied to rye crops.

Statute or Rule Violation: Respondent violated 2 O.S. § 3-86(A)(4) by applying a pesticide in a manner inconsistent with the product label are violations.

Proposed Administrative Penalty: The proposed penalty for this case was Fifteen Hundred Dollars (\$1,500.00).

Deviations: Respondent and Department entered a settlement for Seven Hundred Fifty Dollars and Zero Cents (\$750.00). The monetary penalty for this matter was reduced to \$750.00 to remain consistent with other cases and Respondent agreed to consent order reflecting that reduction.

Other Actions Required: None.

OGC Attorney: Kiersten Wormus

BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA

FILED
JAN 06 2025
STATE BOARD OF AGRICULTURE

OFFICE OF GENERAL COUNSEL OF)
THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY)

Complainant,)

v.)

Case Nos: OGC-24-812

WHEELER BROTHERS GRAIN COMPANY)
121 FIRST ST.)
THOMAS, OK 73669)

Respondent,)

SETTLEMENT AGREEMENT AND CONSENT ORDER

PARTIES

1. This Settlement Agreement and Consent Order (the "Agreement") is between the Oklahoma Department of Agriculture, Food, And Forestry (the "Department") and Wheeler Brothers Grain Company (the "Respondent").

AUTHORITY

2. The Department has authority over this matter pursuant to Okla. Const. Art. VI, Section 31 and 2 O.S. § 2-4(16).

DEPARTMENT'S NOTICE

3. On the 26th day of November 2024, the Department issued a Notice of Violation in Case No. OGC-24-812, ("Notice") to the Respondent, which is attached hereto as Exhibit A. The Allegations of Fact and Summary of Applicable Law of that Notice are incorporated herein by reference.

ORDER AND AGREEMENT

4. In compromise and full settlement of *this matter*, respondent shall pay to the Department an administrative penalty of Seven Hundred Fifty Dollars and Zero Cents (\$750.00).
5. Upon the execution of this agreement by both parties, payment shall be made within thirty (30) days by Respondent payable to the "Oklahoma Department of Agriculture, Food, And Forestry" and mailed to the following address:

Office of General Counsel
Oklahoma Department of Agriculture, Food, and Forestry
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

EFFECT OF THE AGREEMENT

6. In exchange for Respondent's compliance with the terms of this Agreement, the Department agrees not to initiate any further administrative, civil, or criminal proceedings against Respondent, its officers, directors, agents, customers, servants, employees, representatives, parents, subsidiaries, successors and assigns, based or relating to the facts alleged in the Department's Notice. This release shall not prevent the Department from enforcing the terms of this Agreement and does not release Respondent from liability for other unknown or undiscovered past violations or potential future violations of state or federal law. This Agreement relates only to claims within the jurisdiction of the Department and specifically does not release Respondent from actions initiated by other state or federal agencies having jurisdiction over related matters.
7. Respondent and the Department recognize there is risk and expense inherent in any litigation. Thus, the parties agree to enter into this compromise and settlement to avoid incurring any further cost and expense arising as a result of this dispute. Respondent and the Department each do not waive and each expressly reserves all of its rights in any future proceeding against it.
8. The Department does not by entering into this Agreement concede that its factual basis for initiating this Action, and violations found based upon those facts, are not true and accurate. Respondent, without admitting the truth of said factual averments and having previously contested the alleged violations in informal discussions with representatives of the Department, voluntarily waives its right to a formal evidentiary hearing to contest such factual averments. By entering into this agreement, Respondent does not admit or consent to the truth of the factual averments set forth in the Notice. The Department and Respondent are avoiding further contention, including litigation of this matter, through settlement of this Action by this Agreement.

NO ADMISSION

9. This Agreement and any proceedings taken hereunder are not intended and shall not in any event be construed as, or deemed to be, an admission or concession or evidence of any liability or any wrongdoing whatsoever on the part of any party. The parties hereto specifically disclaim and deny any liability or wrongdoing whatsoever with respect to the allegations and claims asserted against them in this action and enter into this Agreement solely to avoid the further expense, inconvenience, burden and uncertainty of litigation.

NON-ADMISSIBILITY

10. These settlement negotiations have been undertaken by the parties in good faith and for settlement purposes only, and neither this Agreement nor any evidence of negotiations hereunder, shall be offered or received in evidence in this Action, or any other action or proceeding, for any purpose other than in an action or proceeding to enforce the terms of this Agreement.

HEARING WAIVER

11. Respondent hereby agrees to waive its right to a hearing and its opportunity to appeal or contest this Agreement. Respondent enters into this Agreement freely and voluntarily.

NOTICE

12. Unless otherwise specified, reports, notice, or other submissions required under this Agreement shall be in writing and shall be sent to:

For the Oklahoma Department of Agriculture, Food, and Forestry:

Kiersten Wormus
Assistant General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

For Respondent:

Todd Lafferty
Wheeler Brothers Grain Co.
PO Box 29
Watonga, OK 73772


MISCELLANEOUS

13. This Agreement may be amended only by mutual agreement of the Department and Respondent. Such amendments shall be in writing, shall have as their effective date the date on which they are signed by both parties, and shall be incorporated into this agreement.
14. The undersigned representative of the Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry agrees to propose and recommend this Agreement to the State Board of Agriculture (the "Board"). Furthermore, Respondent understands that the Office of General Counsel Representative neither possesses the legal power to bind the Board nor can the Office of General Counsel Representative promise acceptance of this Agreement by the Board. Respondent understands that it may attend the meeting of the Board but is not required to do so.
15. Payment for the administrative penalty shall be presented upon the execution of this Agreement. Such payment will be tendered upon acceptance of this Agreement by the Board at its next regularly scheduled public meeting.
16. In the event the Board accepts this Agreement, Respondent shall receive a copy of the Approval. Compliance with this Agreement shall constitute full and complete settlement.
17. In the event the Board does not approve this Agreement, then Respondent or the Department is free to make a counterproposal for the Board's consideration, or the Parties may choose to go through a formal administrative hearing on the above charges, and the recitations herein will be held for naught and are inadmissible in any future proceedings.
18. No breach of any provision of this Agreement can be waived by any undersigned party unless in writing. Waiver of any one breach by an undersigned party shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

19. This Agreement shall be governed by the laws of the State of Oklahoma.


Executed by the Parties on the dates set forth below:

OKLAHOMA DEPARTMENT
OF AGRICULTURE, FOOD, AND
FORESTRY


Kenny Naylor, Director
Consumer Protection Services
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298
Telephone: (405) 522-0625

Date: 1/7/2025

- and by -

Wheeler Brothers Grain Co.

Todd Lafferty
Wheeler Brothers Grain Co.
PO Box 29
Watonga, OK 73772

Date: 1/2/2025

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

**WHEELER BROTHERS GRAIN COMPANY)
121 FIRST ST.)
THOMAS, OK 73669)**

RESPONDENT.)

Case Nos: OGC-24-812

FILED
NOV 26 2024
STATE BOARD OF AGRICULTURE

NOTICE OF VIOLATION

1. Complainant, the Office of General Counsel (“OGC”) of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) advises Respondent of the following alleged violations of the Oklahoma Agricultural Code and/or rules.

PREHEARING CONFERENCE NOTICE

2. Respondent is hereby notified that a Prehearing Conference¹ will be held before an impartial Administrative Law Judge (ALJ) at 1:30 p.m. on 9th day of January 2025, in the Board Room on the first floor of the Oklahoma Department of Agriculture, Food, and Forestry building, located at 2800 North Lincoln Blvd, Oklahoma City, Oklahoma.

3. **Please note the Prehearing Conference is not an evidentiary hearing: witnesses and evidence will not be presented at the Prehearing Conference.**

¹ Prehearing Conferences may address any of the following: a.) Identification and simplification of issues, including the elimination of frivolous claims or defenses; b.) Amendments to the pleadings; c.) the plan, schedule, and limitations of discovery; d.) Identification of admissions of fact to avoid unnecessary proof and cumulative evidence; e.) The identification of witnesses and substance of testimony, exhibits, and documents; f.) The use of prehearing briefs and pre-filed testimony in the form of sworn affidavits; g.) Settlement of all or some of the issues prior to the hearing; h.) Adoption of special procedures for managing difficult or protracted actions that may involve complex issues, multiple parties, novel or difficult legal questions, or evidence problems; i.) Scheduling; and j.) Any other matters as may aid in disposition of the case.

4. The Prehearing Conference may be held by telephone; arrangements to do so should be made at least one full week in advance of the Prehearing Conference.
5. Upon request of either party, Prehearing Conferences shall be on the record.
6. A Prehearing Conference may result in a scheduling or other prehearing order and subsequent changes to any prehearing or scheduling order may be made by the ALJ by modifying the order for good cause.
7. Please note that failure to appear at the Prehearing Conference may result in a default judgment being entered against you.

HEARING AND RIGHT TO COUNSEL

8. Respondent may choose to proceed to a full evidentiary hearing on the merits, at which Respondent will be given the opportunity to cross-examine the Complainant's witnesses, present Respondent's witnesses, and present relevant evidence on Respondent's behalf.
9. **The hearing date will be determined at the Prehearing Conference.**
10. The hearing will be conducted in accordance with the Oklahoma Administrative Procedures Act and the Department's Rules of Practice and Procedure, which may be found in the OAC at Title 35.
11. Respondent has the right to be represented by counsel in this matter.

DEFAULT

12. Any Respondent who fails to appear after receipt of notice may be determined to have waived the right to appear and present a defense and a default may be presented by the Department to the Board at a regularly scheduled meeting proposing the relief requested by the Notice of Violation, or other relief if justice so requires.

JURISDICTION, VENUE, AND APPLICABLE LAW

13. Subject matter jurisdiction and venue are vested in the State Board of Agriculture in its quasi-judicial capacity, pursuant to Okla. Const. Art. VI, Section 31 and 2 O. S. § 2-4(16); accordingly, this is the proper forum to hear this matter.

14. Respondent has substantial business operations and assets within the State of Oklahoma.

15. Based upon current information and belief, at all relevant times hereto, Respondent has, among other things, engaged in the application of pesticide.

16. Pursuant to Okla. Sta. Ann. 2 § 2-4(A)(3), ODAFF has authority to regulate persons who violate the Oklahoma Agricultural Code by initiating and prosecuting administrative, civil, or criminal actions and proceedings necessary under the Oklahoma Agricultural Code.

ALLEGATIONS OF FACT

17. Based upon current information and belief, the following allegations of fact summarize the alleged violations committed by Respondent.

18. On June 26, 2024, a complaint investigation was performed by the Consumer Protection Division of the Department at a rye crop field in the N1/2 NE1/4 of section 11-16N-15W in Dewey County, OK.

19. During this investigation, our inspector found that your company was hired to spray complainant's CRP grass field adjacent to the west of his rye crop field.

20. According to your application records you applied Grazon PD3 and Plotter to the rye crop field on June 5, 2024.

21. During this investigation our inspector observed ground application rig tracks in the mature rye crop field.

22. A vegetative sample was taken from the field and 2,4-D and Picloram were detected. A soil sample was taken from the field and a trace amount of 2,4-D was detected.
23. Grazon PD3 and Plotter are not labeled to be applied to rye crops.
24. According to our investigation your application was made against the label recommendations of the products you applied.
25. Applying a pesticide in a manner inconsistent with the product label is a violation of the Oklahoma Combined Pesticide Law & Rules, specifically 2 O.S. § 3-86(A)(4).

ALLEGED CONCLUSIONS OF LAW

26. Based upon the application of the above law to the aforementioned facts, you are in violation of 2 O.S. § 3-86(A)(4) which is listed below.

- 2 O.S. §3-86(A)(4): “A. It shall be unlawful for any person, whether or not they hold a commercial or noncommercial license, to violate any part of this subsection or rules promulgated by the State Board of Agriculture. Any license, certificate, or identification issued may be suspended, canceled, revoked, or refused issue or reissue by the Board after a notice and an opportunity to be heard has been given to the holder of the license or certificate. The suspension, cancellation, revocation, or refusal to issue or reissue any license, certificate, or identification may be made if the Board finds: 4. A person has used a pesticide in a manner inconsistent with its labeling unless prior written approval has been obtained from the Board.”

PRAYER FOR RELIEF

27. The Department is seeking an administrative penalty in the amount of **Fifteen Hundred Dollars (\$1500.00)**.

ATTORNEY CONFERENCES

28. If Respondent desires to meet with attorneys for the Department prior to the Prehearing Conference to discuss the allegations and/or seek a possible resolution, please contact the undersigned at 405-522-5803 or by email at Kiersten.wormus@ag.ok.gov.
29. Additionally, OGC attorneys will be available for consultation on a first-come, first-served basis from 9:00 a.m. to 12:00 p.m. on the date of the Prehearing Conference.
30. Arrangements to discuss the matter before the Prehearing Conference are encouraged.

ENFORCEMENT PROCEEDINGS

31. Enforcement proceedings may include but are not limited to:
- a.) Administrative fines or penalties;
 - b.) Revocation, suspension, or denial for up to one (1) year of any license, permit, or charter issued by ODAFF or the Board;
 - c.) Criminal actions, which could involve fines, imprisonment, or both; and
 - d.) Civil actions.
32. Pursuant to 2 Okla. Stat. § 2-18(A), after notice and opportunity for a hearing in accordance with the Administrative Procedures Act, if the State Board of Agriculture finds any person in violation of the Oklahoma Agricultural Code or any rule promulgated or order issued pursuant thereto, unless otherwise specifically provided by statute or rule, the Board shall have the authority to assess an administrative penalty of not less than One Hundred Dollars (\$100.00) and not more than Ten Thousand Dollars (\$10,000.00) for each violation.
33. Each animal, each action, or each day a violation continues may constitute a separate and distinct violation.

34. Fine matrixes containing typical fines for most violations of statutes and rules enforced by ODAFF may be found in the OAC at Title 35.

OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT

35. The Oklahoma Small Business Regulatory Flexibility Act, 75 O.S. Supp. 2002, § 506, may apply to this action; please review the full act to determine if it applies to you.

ENFORCEMENT OF JUDGMENTS

36. Administrative penalties, civil penalties, and other fines imposed by the Board shall be enforced pursuant to the procedure outlined in 2 O.S. § 2-7(B) and the Uniform Enforcement of Foreign Judgments Act, 12 O.S. § 719 *et seq.*

INFORMAL DISPOSITION OF AN INDIVIDUAL PROCEEDING

37. Informal disposition of an Individual Proceeding may be made by Stipulation, Agreed Settlement, Consent Order, or Default.

38. Resolution by Stipulation, Agreed Settlement, Consent Order, or Default shall be approved by the State Board of Agriculture.

39. Proposed Final Administrative Orders shall be prepared and issued in accordance with the Administrative Procedures Act and presented to the Board of Agriculture for review and approval.

STIPULATION

40. If Respondent desires to resolve this matter without a hearing or further action, Complainant proposes an administrative penalty of **Fifteen Hundred Dollars (\$1500.00)**.

41. If you wish to waive your right to hearing and stipulate to the above alleged findings of fact and conclusions of law, you may pay the full amount of the recommended penalty by check

or money order and sign and return the attached Resolution by Stipulation along with your full payment of this penalty prior to the stated hearing date.

DATED THIS 25th day of November, 2024.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND
FORESTRY, OFFICE OF GENERAL COUNSEL

Kiersten Wormus

Teena G. Gunter, General Counsel, OBA #17767

James Rucker, Deputy G. Counsel, OBA #14574

Wendi Morse, OBA #33571

Kiersten Wormus, OBA #33187

Abbie Wilburn, OBA #33641

Assistant General Counsel

2800 N. Lincoln Blvd.

Oklahoma City, OK 73105-4298


Telephone: (405) 522-5803

Facsimile: (405) 522-5789

CERTIFICATE OF MAILING

This is to certify that on this 26 day of Nov., 2024, a true and correct copy of the forgoing instrument was mailed, via Certified Mail, Return Receipt Requested, as follows:

**WHEELER BROTHERS GRAIN CO.
121 FIRST ST.
THOMAS, OK 73669**



Gina Blaylock

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

Case Nos: OGC-24-812

**WHEELER BROTHERS GRAIN COMPANY)
121 FIRST ST.)
THOMAS, OK 73669)**

RESPONDENT.)

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of **Fifteen Hundred Dollars (\$1500.00)** for this action and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:

Signature

Printed Name and Title:

Date: _____

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

v. WHEELER BROTHERS GRAIN COMPANY

Case File No. OGC-24-668

**WHEELER BROTHERS GRAIN COMPANY
420 SANTA FE
ALVA, OK 73717**

Summary of Facts: In June of 2024, an investigation was conducted at the NE ¼ of the SE ¼ of section 6-23N-14W in Aline, Oklahoma. During this investigation, our inspector found that Respondent made an application across the road southwest of pasture listed above. Respondent applied GrazonNext HL to a pasture during a 9-mph northeast wind. A sample of both pastures was taken, and 2,4-D was detected in both pastures. The GrazonNext HL label states to only apply the product when the wind is blowing away from sensitive areas. According to our investigation the Respondent's application resulted in an off-target movement/drift onto the Complaint's property.

Statute or Rule Violation: Respondent violated 2 O.S. § 3-86(A)(3) and 2 O.S. § 3-86(A)(4) by allowing a pesticide to drift off target and applying a pesticide in a manner inconsistent with the product label are violations.

Proposed Administrative Penalty: The proposed penalty for this case was Fifteen Hundred Dollars (\$1,500.00).

Deviations: Respondent and Department entered a settlement for One Thousand Dollars and Zero Cents (\$1,000.00). The monetary penalty for this matter was reduced to \$1,000.00 to remain consistent with other cases and Respondent agreed to consent order reflecting that reduction.

Other Actions Required: None.

OGC Attorney: Kiersten Wormus

BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA

FILED

JAN 06 2025

STATE BOARD OF AGRICULTURE

OFFICE OF GENERAL COUNSEL OF)
THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY)

Complainant,)

v.)

WHEELER BROTHERS GRAIN COMPANY)
420 SANTA FE)
ALVA, OK 73717)

Respondent,)

Case Nos: OGC-24-668

SETTLEMENT AGREEMENT AND CONSENT ORDER

PARTIES

1. This Settlement Agreement and Consent Order (the "Agreement") is between the Oklahoma Department of Agriculture, Food, And Forestry (the "Department") and Wheeler Brothers Grain Company (the "Respondent").

AUTHORITY

2. The Department has authority over this matter pursuant to Okla. Const. Art. VI, Section 31 and 2 O.S. § 2-4(16).

DEPARTMENT'S NOTICE

3. On the 26th day of November 2024, the Department issued a Notice of Violation in Case No. OGC-24-668, ("Notice") to the Respondent, which is attached hereto as Exhibit A. The Allegations of Fact and Summary of Applicable Law of that Notice are incorporated herein by reference.

ORDER AND AGREEMENT

4. In compromise and full settlement of *this matter*, respondent shall pay to the Department an administrative penalty of One Thousand Dollars and Zero Cents (\$1,000.00).
5. Upon the execution of this agreement by both parties, payment shall be made within thirty (30) days by Respondent payable to the "Oklahoma Department of Agriculture, Food, And Forestry" and mailed to the following address:

Office of General Counsel
Oklahoma Department of Agriculture, Food, and Forestry
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

EFFECT OF THE AGREEMENT

6. In exchange for Respondent's compliance with the terms of this Agreement, the Department agrees not to initiate any further administrative, civil, or criminal proceedings against Respondent, its officers, directors, agents, customers, servants, employees, representatives, parents, subsidiaries, successors and assigns, based or relating to the facts alleged in the Department's Notice. This release shall not prevent the Department from enforcing the terms of this Agreement and does not release Respondent from liability for other unknown or undiscovered past violations or potential future violations of state or federal law. This Agreement relates only to claims within the jurisdiction of the Department and specifically does not release Respondent from actions initiated by other state or federal agencies having jurisdiction over related matters.
7. Respondent and the Department recognize there is risk and expense inherent in any litigation. Thus, the parties agree to enter into this compromise and settlement to avoid incurring any further cost and expense arising as a result of this dispute. Respondent and the Department each do not waive and each expressly reserves all of its rights in any future proceeding against it.
8. The Department does not by entering into this Agreement concede that its factual basis for initiating this Action, and violations found based upon those facts, are not true and accurate. Respondent, without admitting the truth of said factual averments and having previously contested the alleged violations in informal discussions with representatives of the Department, voluntarily waives its right to a formal evidentiary hearing to contest such factual averments. By entering into this agreement, Respondent does not admit or consent to the truth of the factual averments set forth in the Notice. The Department and Respondent are avoiding further contention, including litigation of this matter, through settlement of this Action by this Agreement.

NO ADMISSION

9. This Agreement and any proceedings taken hereunder are not intended and shall not in any event be construed as, or deemed to be, an admission or concession or evidence of any liability or any wrongdoing whatsoever on the part of any party. The parties hereto specifically disclaim and deny any liability or wrongdoing whatsoever with respect to the allegations and claims asserted against them in this action and enter into this Agreement solely to avoid the further expense, inconvenience, burden and uncertainty of litigation.

NON-ADMISSIBILITY

10. These settlement negotiations have been undertaken by the parties in good faith and for settlement purposes only, and neither this Agreement nor any evidence of negotiations hereunder, shall be offered or received in evidence in this Action, or any other action or proceeding, for any purpose other than in an action or proceeding to enforce the terms of this Agreement.

HEARING WAIVER

11. Respondent hereby agrees to waive its right to a hearing and its opportunity to appeal or contest this Agreement. Respondent enters into this Agreement freely and voluntarily.

NOTICE

12. Unless otherwise specified, reports, notice, or other submissions required under this Agreement shall be in writing and shall be sent to:

For the Oklahoma Department of Agriculture, Food, and Forestry:

Kiersten Wormus
Assistant General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298

For Respondent:

Todd Lafferty
Wheeler Brothers Grain Co.
PO Box 29
Watonga, OK 73772

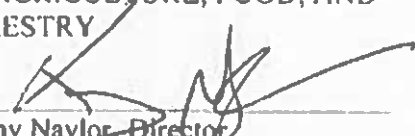
MISCELLANEOUS

13. This Agreement may be amended only by mutual agreement of the Department and Respondent. Such amendments shall be in writing, shall have as their effective date the date on which they are signed by both parties, and shall be incorporated into this agreement.
14. The undersigned representative of the Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry agrees to propose and recommend this Agreement to the State Board of Agriculture (the "Board"). Furthermore, Respondent understands that the Office of General Counsel Representative neither possesses the legal power to bind the Board nor can the Office of General Counsel Representative promise acceptance of this Agreement by the Board. Respondent understands that it may attend the meeting of the Board but is not required to do so.
15. Payment for the administrative penalty shall be presented upon the execution of this Agreement. Such payment will be tendered upon acceptance of this Agreement by the Board at its next regularly scheduled public meeting.
16. In the event the Board accepts this Agreement, Respondent shall receive a copy of the Approval. Compliance with this Agreement shall constitute full and complete settlement.
17. In the event the Board does not approve this Agreement, then Respondent or the Department is free to make a counterproposal for the Board's consideration, or the Parties may choose to go through a formal administrative hearing on the above charges, and the recitations herein will be held for naught and are inadmissible in any future proceedings.
18. No breach of any provision of this Agreement can be waived by any undersigned party unless in writing. Waiver of any one breach by an undersigned party shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

19. This Agreement shall be governed by the laws of the State of Oklahoma.


Executed by the Parties on the dates set forth below:

OKLAHOMA DEPARTMENT
OF AGRICULTURE, FOOD, AND
FORESTRY


Kenny Naylor, Director
Consumer Protection Services
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298
Telephone: (405) 522-0625

Date: 1/7/2025

- and by -

Wheeler Brothers Grain Co.

Todd Lafferty
Wheeler Brothers Grain Co.
PO Box 29
Watonga, OK 73772

Date: 1/2/2025

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)

COMPLAINANT,)

v.)

WHEELER BROTHERS GRAIN COMPANY)
420 SANTA FE)
ALVA, OK 73717)

RESPONDENT.)

Case Nos: OGC-24-668

FILED
NOV 26 2024
STATE BOARD OF AGRICULTURE

NOTICE OF VIOLATION

1. Complainant, the Office of General Counsel (“OGC”) of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) advises Respondent of the following alleged violations of the Oklahoma Agricultural Code and/or rules.

PREHEARING CONFERENCE NOTICE

2. Respondent is hereby notified that a Prehearing Conference¹ will be held before an impartial Administrative Law Judge (ALJ) at 1:30 p.m. on 9th day of January 2025, in the Board Room on the first floor of the Oklahoma Department of Agriculture, Food, and Forestry building, located at 2800 North Lincoln Blvd, Oklahoma City, Oklahoma.

3. **Please note the Prehearing Conference is not an evidentiary hearing: witnesses and evidence will not be presented at the Prehearing Conference.**

¹ Prehearing Conferences may address any of the following: a.) Identification and simplification of issues, including the elimination of frivolous claims or defenses; b.) Amendments to the pleadings; c.) the plan, schedule, and limitations of discovery; d.) Identification of admissions of fact to avoid unnecessary proof and cumulative evidence; e.) The identification of witnesses and substance of testimony, exhibits, and documents; f.) The use of prehearing briefs and pre-filed testimony in the form of sworn affidavits; g.) Settlement of all or some of the issues prior to the hearing; h.) Adoption of special procedures for managing difficult or protracted actions that may involve complex issues, multiple parties, novel or difficult legal questions, or evidence problems; i.) Scheduling; and j.) Any other matters as may aid in disposition of the case.

4. The Prehearing Conference may be held by telephone; arrangements to do so should be made at least one full week in advance of the Prehearing Conference.
5. Upon request of either party, Prehearing Conferences shall be on the record.
6. A Prehearing Conference may result in a scheduling or other prehearing order and subsequent changes to any prehearing or scheduling order may be made by the ALJ by modifying the order for good cause.
7. Please note that failure to appear at the Prehearing Conference may result in a default judgment being entered against you.

HEARING AND RIGHT TO COUNSEL

8. Respondent may choose to proceed to a full evidentiary hearing on the merits, at which Respondent will be given the opportunity to cross-examine the Complainant's witnesses, present Respondent's witnesses, and present relevant evidence on Respondent's behalf.
9. **The hearing date will be determined at the Prehearing Conference.**
10. The hearing will be conducted in accordance with the Oklahoma Administrative Procedures Act and the Department's Rules of Practice and Procedure, which may be found in the OAC at Title 35.
11. Respondent has the right to be represented by counsel in this matter.

DEFAULT

12. Any Respondent who fails to appear after receipt of notice may be determined to have waived the right to appear and present a defense and a default may be presented by the Department to the Board at a regularly scheduled meeting proposing the relief requested by the Notice of Violation, or other relief if justice so requires.

JURISDICTION, VENUE, AND APPLICABLE LAW

13. Subject matter jurisdiction and venue are vested in the State Board of Agriculture in its quasi-judicial capacity, pursuant to Okla. Const. Art. VI, Section 31 and 2 O. S. § 2-4(16); accordingly, this is the proper forum to hear this matter.

14. Respondent has substantial business operations and assets within the State of Oklahoma.

15. Based upon current information and belief, at all relevant times hereto, Respondent has, among other things, engaged in the application of pesticide.

16. Pursuant to Okla. Sta. Ann. 2 § 2-4(A)(3), ODAFF has authority to regulate persons who violate the Oklahoma Agricultural Code by initiating and prosecuting administrative, civil, or criminal actions and proceedings necessary under the Oklahoma Agricultural Code.

ALLEGATIONS OF FACT

17. Based upon current information and belief, the following allegations of fact summarize the alleged violations committed by Respondent.

18. On June 10, 2024, a complaint investigation was performed by the Consumer Protection Division of the Department at 6413 County Road 400 in Aline, OK.

19. During this investigation, our inspector found that the property listed above is located in the NE ¼ of the SE ¼ of section 6-23N-14W and is across the road southwest of a pasture you sprayed in the NW ¼ of section 5-23N-14W.

20. According to your application records you applied GrazonNext HL to the pasture on May 22, 2024, during a 9-mph northeast wind. The Alva, OK and Fairview, OK Mesonet Weather Stations confirm the wind speed and direction that you recorded during your application.

21. The GrazonNext HL labels states to only apply the product when the wind is blowing away from sensitive areas.

22. A vegetative sample was taken from the complainant's property and a trace amount of 2,4-D was detected.

23. A vegetative sample was taken from your application area and 2,4-D was detected.

24. According to our investigation your application resulted in an off-target movement/drift onto the complaint's property.

25. Allowing a pesticide to drift off target and applying a pesticide in a manner inconsistent with the product label are violations of the Oklahoma Combined Pesticide Law & Rules, specifically 2 O.S. § 3-86(A)(3) and 2 O.S. § 3-86(A)(4).

ALLEGED CONCLUSIONS OF LAW

26. Based upon the application of the above law to the aforementioned facts, you are in violation of 2 O.S. § 3-86(A)(3) and 2 O.S. § 3-86(A)(4) which are listed below.

- 2 O.S. § 3-86(A)(3): "A. It shall be unlawful for any person, whether or not they hold a commercial or noncommercial license, to violate any part of this subsection or rules promulgated by the State Board of Agriculture. Any license, certificate, or identification issued may be suspended, canceled, revoked, or refused issue or reissue by the Board after a notice and an opportunity to be heard has been given to the holder of the license or certificate. The suspension, cancellation, revocation, or refusal to issue or reissue any license, certificate, or identification may be made if the Board finds: 3. A person has operated in a negligent manner, thereby causing a pesticide to drift off-target."
- 2 O.S. §3-86(A)(4): "A. It shall be unlawful for any person, whether or not they hold a commercial or noncommercial license, to violate any part of this subsection or rules promulgated by the State Board of Agriculture. Any license,

certificate, or identification issued may be suspended, canceled, revoked, or refused issue or reissue by the Board after a notice and an opportunity to be heard has been given to the holder of the license or certificate. The suspension, cancellation, revocation, or refusal to issue or reissue any license, certificate, or identification may be made if the Board finds: 4. A person has used a pesticide in a manner inconsistent with its labeling unless prior written approval has been obtained from the Board.”

PRAYER FOR RELIEF

27. The Department is seeking an administrative penalty in the amount of **Fifteen Hundred Dollars (\$1500.00)**.

ATTORNEY CONFERENCES

28. If Respondent desires to meet with attorneys for the Department prior to the Prehearing Conference to discuss the allegations and/or seek a possible resolution, please contact the undersigned at 405-522-5803 or by email at Kiersten.wormus@ag.ok.gov.

29. Additionally, OGC attorneys will be available for consultation on a first-come, first-served basis from 9:00 a.m. to 12:00 p.m. on the date of the Prehearing Conference.

30. Arrangements to discuss the matter before the Prehearing Conference are encouraged.

ENFORCEMENT PROCEEDINGS

31. Enforcement proceedings may include but are not limited to:

- a.) Administrative fines or penalties;
- b.) Revocation, suspension, or denial for up to one (1) year of any license, permit, or charter issued by ODAFF or the Board;
- c.) Criminal actions, which could involve fines, imprisonment, or both; and

d.) Civil actions.

32. Pursuant to 2 Okla. Stat. § 2-18(A), after notice and opportunity for a hearing in accordance with the Administrative Procedures Act, if the State Board of Agriculture finds any person in violation of the Oklahoma Agricultural Code or any rule promulgated or order issued pursuant thereto, unless otherwise specifically provided by statute or rule, the Board shall have the authority to assess an administrative penalty of not less than One Hundred Dollars (\$100.00) and not more than Ten Thousand Dollars (\$10,000.00) for each violation.

33. Each animal, each action, or each day a violation continues may constitute a separate and distinct violation.

34. Fine matrixes containing typical fines for most violations of statutes and rules enforced by ODAFF may be found in the OAC at Title 35.

OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT

35. The Oklahoma Small Business Regulatory Flexibility Act, 75 O.S. Supp. 2002, § 506, may apply to this action; please review the full act to determine if it applies to you.

ENFORCEMENT OF JUDGMENTS

36. Administrative penalties, civil penalties, and other fines imposed by the Board shall be enforced pursuant to the procedure outlined in 2 O.S. § 2-7(B) and the Uniform Enforcement of Foreign Judgments Act, 12 O.S. § 719 *et seq.*

INFORMAL DISPOSITION OF AN INDIVIDUAL PROCEEDING

37. Informal disposition of an Individual Proceeding may be made by Stipulation, Agreed Settlement, Consent Order, or Default.

38. Resolution by Stipulation, Agreed Settlement, Consent Order, or Default shall be approved by the State Board of Agriculture.

39. Proposed Final Administrative Orders shall be prepared and issued in accordance with the Administrative Procedures Act and presented to the Board of Agriculture for review and approval.

STIPULATION

40. If Respondent desires to resolve this matter without a hearing or further action, Complainant proposes an administrative penalty of **Fifteen Hundred Dollars (\$1500.00)**.

41. If you wish to waive your right to hearing and stipulate to the above alleged findings of fact and conclusions of law, you may pay the full amount of the recommended penalty by check or money order and sign and return the attached Resolution by Stipulation along with your full payment of this penalty prior to the stated hearing date.

DATED THIS 25th day of November, 2024.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND
FORESTRY, OFFICE OF GENERAL COUNSEL

Kiersten Wormus

Teena G. Gunter, General Counsel, OBA #17767
James Rucker, Deputy G. Counsel, OBA #14574
Wendi Morse, OBA #33571
Kiersten Wormus, OBA #33187
Abbie Wilburn, OBA #33641
Assistants General Counsel
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298
Telephone: (405) 522-5803
Facsimile: (405) 522-5789

CERTIFICATE OF MAILING

This is to certify that on this 26 day of Nov., 2024, a true and correct copy of the forgoing instrument was mailed, via Certified Mail, Return Receipt Requested, as follows:

**WHEELER BROTHERS GRAIN COMPANY
420 SANTA FE
ALVA, OK 73717**

JHB

Gina Blaylock

**BEFORE THE STATE BOARD OF AGRICULTURE
STATE OF OKLAHOMA**

**THE OKLAHOMA DEPARTMENT OF)
AGRICULTURE, FOOD, AND FORESTRY,)
BY AND THROUGH THE)
OFFICE OF GENERAL COUNSEL)**

COMPLAINANT,)

v.)

Case Nos: OGC-24-668

**WHEELER BROTHERS GRAIN COMPANY)
420 SANTA FE)
ALVA, OK 73717)**

RESPONDENT.)

STIPULATION

Respondent accepts and stipulates to the proposed administrative penalty or fine of **Fifteen Hundred Dollars (\$1500.00)** for this action and has accordingly signed this Resolution by Stipulation and returned same along with a check or money order in full payment of the proposed penalty or fine to: Office of General Counsel, Oklahoma Department of Agriculture, Food, and Forestry, 2800 N. Lincoln Blvd., Oklahoma City, OK 73105-4298.

Respondent waives their right to a full administrative and/or evidentiary hearing and enters this Resolution by Stipulation evidencing Respondent's consent to the proposed penalty and Respondent's stipulation to the allegations of fact and alleged violations of law made in the Notice of Violation.

RESPONDENT:

Signature

Printed Name and Title:

Date: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Contract") is entered into by and between WHEELER BROTHERS GRAIN COMPANY, LLC ("WBG"), WESTERN PRODUCERS COOPERATIVE ("WPC"), ALL AMERICA BANK ("AAB"), and the OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY ("ODAFF") with an effective date of December 30, 2024 (the "Effective Date"). WBG, WPC, AAB and ODAFF are each a "party" and collectively the "parties."

RECITALS

WHEREAS, WPC operates grain facilities in Rocky, Sentinel and Dill City and is indebted to AAB, which has a security interest and lien on WPC's assets including but not limited to receivables.

WHEREAS, on December 19, 2024: (a) WPC had 153,906.90 bushels of 2024 new crop wheat in terminal open storage with WBG; and (b) WPC had 33 customers with 151,134.78 bushels of 2024 new crop wheat in open storage with WPC that have yet to sell their 2024 new crop wheat to WPC (the "Customers").

WHEREAS, it is anticipated that WPC will soon be unable to continue operations, that WPC and WBG both use AgTrax, and that WPC, AAB, and ODAFF have requested that WBG assume the obligations of purchasing 2024 new crop wheat directly from the Customers.

WHEREAS, WPC charges storage for wheat in open store to its customers, and WBG charges storage to WPC for its terminal open store wheat with WBG.

WHEREAS, WPC's storage rate is \$0.00134 per bushel per day (approximately 4 cents per bushel per month), and WBG's storage rate is \$0.00167 per bushel per day (approximately 5 cents per bushel per month).

WHEREAS, WBG is unable to change its storage rate to WPC's storage rate on the Customers' accounts assigned to WBG; and WBG is unable to determine which loads of WPC's terminal open store wheat were owned by any particular WPC Customer.

WHEREAS, the parties desire to enter into this Contract to govern the purchase the remaining open store 2024 new crop wheat of the Customers (and any remaining terminal open store wheat owned by WPC) and to agree to allocate storage charges in a manner that is workable for the parties and fair to the Customers, WPC, AAB and WBG.

AGREEMENT

1. WBG will be assigned the accounts of the Customers to the extent of their 2024 new crop wheat in open storage as of the date WPC is unable to purchase wheat from the Customers (the "Assignment Date"). The Assignment Date shall be documented in writing.

2. On the Assignment Date, the 2024 open store wheat bushels of the Customers shall be transferred from WPC's AgTrax system into WBG's AgTrax system by using one ticket for the total bushels in each Customer account. For example, if Customer A has 10,200 bushels of 2024 open store wheat in their account with WPC with 12 different tickets on the Assignment Date, Customer A's wheat shall be transferred to WBG with one ticket for 10,200 bushels.
3. No grades will be transferred to WBG, and no premiums will be paid or discounts taken on the bushels purchased by WBG from the Customers.
4. On the Assignment date, the Customers will each have a start storage date of August 1, 2024 (the "Start Storage Date") with a daily storage rate of \$0.00167 per bushel per day. WBG will purchase wheat from the Customers at WBG's Cordell farmer bid, less storage.
5. On the Assignment Date, WPC's accrued storage owed to WBG on WPC's terminal open storage wheat will be eliminated except to the extent of WPC's terminal open store bushels that exceed the open store bushels of the Customers. Any excess terminal open store wheat owned by WPC will be purchased by WBG at WBG's Cordell bid, plus 10 cents/bushel, less storage on the date requested by WPC or AAB. WBG shall pay for any such bushels by ACH to WPC's account with AAB.
6. On the accounts transferred from WPC to WBG, storage will accrue to the benefit of WPC from the Start Storage Date through November 6, 2024 (the date WBG first received terminal open store wheat from WPC); and storage will accrue to the benefit of WBG after November 6, 2024 through the date of sale by the Customers.
7. After the accounts of the Customers have been transferred to WBG, WBG will ACH WPC's account with AAB for the storage that accrued to WPC (the Start Storage Date through November 6, 2024) at a rate of \$0.00167 per bushel per day. WBG will then deduct and be entitled to all storage owed by the Customers from the Start Storage Date through date of sale at a rate of \$0.00167 per bushel per day.
8. Nothing contained in this Contract shall be considered to be an extension of the Charter between the Board and WPC, nor shall the provisions constitute a waiver of any rights of the Board, or causes of action by the Board, against WPC arising from the performance, or failure of performance, of any of the terms or conditions of the Oklahoma Public Warehouse and Commodity Storage Indemnity Act, 2 O.S. 2001, Section 9-20 *et seq.* and promulgated Rules.

This Contract may be signed by physical wet ink signature, electronically, or by facsimile and in separate counterparts, which may be scanned or otherwise electronically reproduced as pdf and exchanged by email, and all such signed counterparts will constitute a single signed document. In the event a dispute arises between the parties in connection with this Contract, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party(ies) in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney's fees.

-----[Signatures appear on following page(s)]-----

IN WITNESS WHEREOF, the parties hereto executed this Contract as of the day and year first written above.

Wheeler Brother Grain Company, LLC:

By Todd Lafferty
Name Todd Lafferty
Its Co-CEO

Western Producers Cooperative:

By: Eddie Diffendaffer
Name Eddie Diffendaffer
Its President

All America Bank:

By Todd Huckabay
Name Todd Huckabay
Its C.E.O.

Oklahoma Board of Agriculture:

By Blayne Arthur
Name Blayne Arthur
Its Commissioner of Agriculture

CHAPTER 37. FOOD SAFETY

SUBCHAPTER 17. PRODUCE SAFETY

35:37-17-2. Definitions

(a) All words or terms defined or used in the federal regulations incorporated by reference shall mean the state equivalent or counterpart to those word or terms.

(b) The following words or terms, when used in this subchapter, shall have the following meaning, unless the context clearly indicates otherwise:

(1) "**Adulterated Food**" means food that fails to meet the legal standards and bears or contains any poisonous or deleterious substance which may render it injurious to health including any pesticide chemical residue that is unsafe according to EPA standards, food additive that is unsafe according to FDA standards, color additive that is unsafe according to FDA standards, or new animal drug that may cause injury or make the product unfit for food. Also includes food that has been prepared, packed, or held under insanitary conditions or contaminated with filth, such as insects. Also if the food container is composed, in whole or in part, of any poisonous or deleterious substance which may render the contents injurious to health.

(2) "**Covered produce farm**" means any farm engaged in the growing, harvesting, packing, or holding of produce for human consumption which is subject to the requirements of the FDA Food Safety Modernization Act.

(3) "**Produce**" means any fruit or vegetable (including mixes of intact fruits and vegetables) and includes mushrooms, sprouts (irrespective of seed source), and herbs. Produce does not include food grains meaning the small, hard fruits or seeds of cereal grains and oil seeds.

RULE IMPACT STATEMENT

TITLE 35. OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY CHAPTER 37. FOOD SAFETY

- (A) **PURPOSE OF THE PROPOSED RULE:**
The proposed rule amendment updates the definition of adulterated to match the federal definition.
- (B) **CLASSES OF PERSONS WHO MOST LIKELY WILL BE AFFECTED BY THE PROPOSED RULE AND ANY INFORMATION ON COST IMPACTS RECEIVED BY THE AGENCY FROM ANY PRIVATE OR PUBLIC ENTITIES:**
The proposed rule amendments affect persons regulated by the Department's Food Safety program. No cost impacts have been received.
- (C) **PERSONS WHO WILL BENEFIT FROM THE PROPOSED RULE:**
Persons relying on the definition for adulterated will benefit from the proposed rule amendments.
- (D) **DESCRIPTION OF THE PROBABLE IMPACT OF THE PROPOSED RULE UPON AFFECTED CLASSES OF PERSONS:**
Persons relying on the definition for adulterated will benefit from the proposed rule amendments.
- (E) **PROBABLE COST AND BENEFITS TO AGENCY; SOURCE OF REVENUE FOR IMPLEMENTATION AND ENFORCEMENT OF THE PROPOSED RULE:**
No additional cost to the Department is anticipated by the proposed rule amendments.
- (F) **DETERMINATION OF WHETHER IMPLEMENTATION WILL HAVE ANY ECONOMIC IMPACT ON ANY POLITICAL SUBDIVISION OR REQUIRE THEIR COOPERATION IN IMPLEMENTING OR ENFORCING THE PROPOSED RULE:**
No effect on any political subdivision is anticipated by the proposed rule amendments.
- (G) **DETERMINATION OF WHETHER IMPLEMENTATION OF THE PROPOSED RULE WILL HAVE AN ADVERSE EFFECT ON SMALL BUSINESS AS PROVIDED BY THE OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT:**
It is not anticipated that the proposed rule amendments will have an adverse effect on small business.
- (H) **DETERMINATION OF WHETHER THERE ARE LESS COSTLY METHODS OR NON-REGULATORY METHODS FOR ACHIEVING THE PURPOSE OF THE PROPOSED RULES:**

The Department is unaware of any non-regulatory methods to achieve the purpose of the proposed rule amendments.

(I) DETERMINATION OF THE EFFECT OF THE PROPOSED RULE ON THE PUBLIC HEALTH, SAFETY, AND ENVIRONMENT:

The proposed rule amendments will not detrimentally affect the public health, safety, and environment.

(J) DETERMINATION OF ANY DETRIMENTAL EFFECT ON THE PUBLIC HEALTH, SAFETY, AND ENVIRONMENT:

The Department is not aware of any detrimental effect the proposed rules will have on public health, safety, and environment.

(K) DATE RULE IMPACT STATEMENT WAS PREPARED:

This rule impact statement was prepared on October 7, 2024. Revised on December 13, 2024.

TITLE 35. OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

CHAPTER 40. MARKET DEVELOPMENT

SUBCHAPTER 18. LOCAL FOOD FOR SCHOOLS

35:40-18-1. Purpose

The purpose of the Oklahoma Local Food for Schools Program is to maintain and improve food and agricultural supply chain resiliency.

35:40-18-2. Definitions

The following words or terms, when used in this Subchapter, shall have the following meaning, unless the context clearly indicates otherwise:

“Applicant” means a person who is requesting grants from the Oklahoma Local Food for Schools Program Fund.

“Application” means a form provided by the Department, that is used to request funds in the form of a grant.

“Contract” means a signed agreement between the Oklahoma Department of Agriculture, Food and Forestry and the grantee outlining the terms and conditions of the grant, including all other guidelines.

“Grant” means a sum of money given by the Oklahoma Department of Agriculture, Food and Forestry for a particular purpose.

“Grantee” means the legal entity to which a grant is awarded and that is accountable to the Oklahoma Department of Agriculture, Food and Forestry for the use of the funds provided.

“Market value” means the price that a property would sell for in a competitive market under fair conditions.

“Minimally processed” means food that has been processed in a way that doesn't significantly change its fundamental properties.

35:40-18-3. Eligibility

In order to be eligible for funding through the Local Food for Schools Program, the applicant shall be a public-school district accredited by the Oklahoma State Department of Education.

35:40-18-4. Application Process

(a) Applications shall be electronically submitted to the Department on a form designated by the Department.

(b) Applicants may only apply for funding once a month and only if all previously allocated funding was used.

(c) Applicant may request a minimum of five thousand dollars (\$5,000.00) per month with a maximum request of twenty-five thousand dollars (\$25,000.00) per month. Requests shall be submitted in five-thousand-dollar (\$5,000.00) increments.

35:40-18-5. Criteria for Allowed Purchases

- (a) Food shall be minimally processed items including but not limited to ground beef, bacon, fresh fruits and vegetables, dairy products, nuts, and honey.
- (b) Food shall be grown/raised and harvested/processed within the State of Oklahoma.
- (c) Live animals may be purchased for market value, on the day of purchase, for processing by a licensed processor. Funding through the Local Food for Schools Program may be used to cover processing fees if the processor is licensed by the Department or Federal government. To purchase a live animal an applicant shall submit three bids for processors, submit a written statement on why the applicant selected a specific processor, and obtain prior approval from the Department to purchase the live animal.
- (d) Processed items including but not limited to chicken nuggets, jelly, bread, are not allowed.
- (e) High end items including but not limited to ribeye are discouraged.
- (f) Schools shall disclose any conflicts of interest to the Department, if the school or the person running the program for the school has a personal interest in the items purchased from a vendor. Conflicts of interest will be reviewed by the Department for approval.

35:40-18-6. Use of Food Purchased Through the Program

- (a) Food purchased through this program shall be served to students.
- (b) Food served through this program shall take place in the cafeteria when school is in session during the calendar year, including summer feeding programs.
- (c) Food purchased through this program cannot be served in a concession stand, sporting events, teacher/board appreciation events, or other similar events.

35:40-18-7. Supplemental Program Information

- (a) Following approval of the application, a contract shall be executed between the Department and the grantee. The Department shall not disburse grant funding to the grantee until the contract is executed and a purchase order is in place with the Department.
- (b) The grantee shall not expend funds for items until after receiving preapproval for items.
- (c) Approved applicants can only purchase items from the Department's approved vendor list. Vendors can be added to the list by submitting a request to the Department for approval. Upon approval by the Department a vendor will be added to the vendor list.

35:40-18-8. Reimbursements

Recipients that received funding through the Oklahoma Local Food for Schools Program, shall provide the following information in order to receive payment:

- (a) Invoices and proof of payment by applicant shall be submitted to the Department by the end of the contract period.
- (b) Reimbursement for items purchased will be sent to the school address listed in the contract.
- (c) Purchase orders shall include three written bids with a justification for choice if lowest price isn't chosen. The written bids are to be submitted with the invoice and purchase order.
- (d) Invoices and payments are subject to the Department's approval. The Department holds the right of refusal if invoice does not match the preapproved items.
- (e) The maximum amount of funding an Applicant can receive in a fiscal year is one hundred thousand dollars (\$100,000.00).

RULE IMPACT STATEMENT

TITLE 35. OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY CHAPTER 40. MARKET DEVELOPMENT

- (A) **PURPOSE OF THE PROPOSED RULE:**
The proposed rules create a subchapter for the Local Food for Schools program. The new rules layout the requirements, eligibility, reimbursement procedures for the new program.
- (B) **CLASSES OF PERSONS WHO MOST LIKELY WILL BE AFFECTED BY THE PROPOSED RULE AND ANY INFORMATION ON COST IMPACTS RECEIVED BY THE AGENCY FROM ANY PRIVATE OR PUBLIC ENTITIES:**
Schools and food service management companies seeking funds from the Local Food for Schools program will be affected by the proposed rules. No cost impacts have been received to date.
- (C) **PERSONS WHO WILL BENEFIT FROM THE PROPOSED RULE:**
Schools and food service management companies seeking funds from the Local Food for Schools program will benefit from the proposed rule amendments.
- (D) **DESCRIPTION OF THE PROBABLE IMPACT OF THE PROPOSED RULE UPON AFFECTED CLASSES OF PERSONS:**
Schools and food service management companies seeking funds from the Local Food for Schools program will be able to obtain funds for the purposes described in the authorizing statute.
- (E) **PROBABLE COST AND BENEFITS TO AGENCY; SOURCE OF REVENUE FOR IMPLEMENTATION AND ENFORCEMENT OF THE PROPOSED RULE:**
No additional cost to the Department is anticipated by the proposed rule amendments.
- (F) **DETERMINATION OF WHETHER IMPLEMENTATION WILL HAVE ANY ECONOMIC IMPACT ON ANY POLITICAL SUBDIVISION OR REQUIRE THEIR COOPERATION IN IMPLEMENTING OR ENFORCING THE PROPOSED RULE:**
No effect on any political subdivision is anticipated by the proposed rule amendments.
- (G) **DETERMINATION OF WHETHER IMPLEMENTATION OF THE PROPOSED RULE WILL HAVE AN ADVERSE EFFECT ON SMALL BUSINESS AS PROVIDED BY THE OKLAHOMA SMALL BUSINESS REGULATORY FLEXIBILITY ACT:**
The proposed rule amendments will have no adverse effect on small business.
- (H) **DETERMINATION OF WHETHER THERE ARE LESS COSTLY METHODS OR NON-REGULATORY METHODS FOR ACHIEVING THE PURPOSE OF THE PROPOSED RULES:**

The Department is unaware of any non-regulatory methods to achieve the purpose of the proposed rule amendments.

(I) DETERMINATION OF THE EFFECT OF THE PROPOSED RULE ON THE PUBLIC HEALTH, SAFETY, AND ENVIRONMENT:

The proposed rule amendments will not affect the public health, safety, and environment.

(J) DETERMINATION OF ANY DETRIMENTAL EFFECT ON THE PUBLIC HEALTH, SAFETY, AND ENVIRONMENT:

The Department is not aware of any detrimental effect the proposed rule amendments will have on public health, safety, and environment.

(K) DATE RULE IMPACT STATEMENT WAS PREPARED:

This rule impact statement was prepared on October 11, 2024.