

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY COUNCIL

6:00 PM

**Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma**

September 14, 2021

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

CITIZEN COMMENTS

Citizens of the City of Durant wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled starting time of the meeting. The sign-in sheet will contain space for the citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary. (Limit: 3 minutes per person).

PRESENTATIONS

1. Presentation of Letter of Retirement and Plaque for Lt. Jesse Petty Recognizing 21 Years of Service with the City of Durant Police Department
2. Present Proclamation for Walk and Roll to School Day - October 6, 2021

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of August 10, 2021

- b. Consider Approval of Budget Supplements BA 2021-13
- c. Consider Acceptance of Oklahoma Highway Safety Office Grant Contract PT-22-03-11-19 in the Amount of \$57,805
- d. Consider Mayoral Recommendation of Frankie Chalk to Cemetery Advisory Board
- e. Consider Award of Bid for Abatement of DIA property Located on Highway 70 West and Cardinal Parkway to True Grit Works in the Amount of \$19,500.
- f. Consider Approval of Expenditure of Economic Development Funds to Pay for Abatement of DIA-Owned Property
- g. Consideration to Approve Resolution R-2021-22 for City Manager Signatory Authority Related to Federal Aviation Administration (FAA) Grant Projects.

2. Consider Items Removed from Consent

3. Information Items

- a. Assistant City Manager Report - August 2021
- b. City Clerk Monthly Report - August 2021
- c. City Manager Monthly Report - August 2021
- d. Community Development Monthly Report - August, 2021
- e. Economic Development Director Monthly Report - August 2021
- f. Emergency Management Monthly Report - August 2021
- g. Financial Reports - July 2021
- h. Fire Department Monthly Report - August 2021
- i. Grants Department Monthly Report - August 2021
- j. Human Resources Report- August 2021
- k. Library Monthly Report - August 2021
- l. Neighborhood Services Monthly Reports - August 2021
- m. Police Department Monthly Report - July 2021

4. Administration

- a. Discussion, Consideration and Possible Action on Resolution #R-2021-21, Adopting the Durant Emergency Operations Plan (EOP)
- b. Discussion, Consideration and Possible Action on Adopting the 2040 Comprehensive Plan and Future Land Use Map (PC2021-01)

- c. Discussion, Consideration and Possible Action on a Preliminary Plat for property located near Larkspur Lane and Prairie Crossing (PC2021-17)
- d. Discussion, Consideration and Possible Action on Ordinance O-2021-25, a Rezoning request from R-2, Two-Family Residential to C-3, General Commercial for property located near North 2nd Avenue and Cedar Street (PC2021-23)
 - 1. Section 1 of Ordinance O-2021-25
 - 2. Section 2, the Emergency Clause
- e. Discussion, Consideration and Possible Action on Ordinance O-2021-26 a Rezoning request from R-3, General Residential to C-3, General Commercial for property located near North 2nd Avenue and Beech Street (PC2021-24)
 - 1. Section 1 of Ordinance O-2021-26
 - 2. Section 2, Emergency Clause
- f. Discussion, Consideration and Possible Action on Ordinance O-2021-27 a Rezoning request from I-1, Light Industrial to I-2, Medium Industrial for property located near McLean Dr. and the Kiamichi Railroad (PC2021-26)
 - 1. Section 1 of Ordinance 2021-27
 - 2. Section 2, Emergency Clause
- g. Discussion, Consideration and Possible Action on a Plat Request for Property Located at 401 S. 9th Avenue (PC2021-27).
- h. Discussion, Consideration and Possible Action on Ordinance O-2021-28, updating Chapter 111 pertaining to tobacco regulations
 - 1. Sections 1 and 2 of Ordinance O-2021-28
 - 2. Section 3 Emergency Clause
- i. Discussion, Consideration and Possible Action on Acceptance of a Proposal for Excess Insurance with Arch Insurance Company.
- j. Discussion, Consideration and Possible Action to Accept the Federal Aviation Administration (FAA) Grant Award for the Airport Improvement Program (AIP) Project No. 3-40-0025-017-2021 in the Amount of \$194,220 for the Update Airport Layout Plan (ALP) With Narrative Project to Support Continued Development for the Durant Regional - Eaker Field Airport.
- k. Discussion, Consideration and Possible Action to Accept the Federal Aviation Administration (FAA) Airport Rescue Grant Offer, Grant No. 3-40-0025-018-2021 in the Amount of \$ 59,000 (ARPA KW2021) for the Durant Regional - Eaker Field Airport in Response to the Coronavirus Pandemic.
- l. Discussion, Consideration, and Possible Action on the Airport Layout Plan with Narrative Update Agreement between City of Durant and KSA Engineering
- m. Discussion, Consideration and Possible Action on a Contract Agreement Between the City of Durant and Bryan County for the Housing and Care of Municipal Prisoners (C-2021-65)

5. Executive Session

- a. Consider Entering into Executive Session to Discuss the Purchase or Appraisal of Real Property. This Executive Session is Authorized by Title 25, Section 307 (B)(3) of the Oklahoma State Statutes.
- b. Consider Action Pursuant to Item 6 a
- c. Consider Entering Into Executive Session to Confer on Matters Pertaining to Economic Development, Including the Transfer of Property, Financing, or the Creation of a Proposal to Entice a Business to Remain or to Locate Within Their Jurisdiction if Public Disclosure of the Matter Discussed Would Interfere with the Development of Products or Services or if Public Disclosure Would Violate the Confidentiality of the Business. This Executive Session Authorized by Title 25, Section 307 (C)(11) of the Oklahoma State Statutes.
- d. Consider Action Pursuant to Item 6(c)
- e. Consider Entering into Executive Session to Discuss Protected Information as it Pertains to Levi Williamson's OKMRF Application for Death Benefit. This Executive Session Authorized by Title 25, Section 307 B(7) of the Oklahoma State Statutes.
- f. Consider Action Pursuant to Item 6(e)

6. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 5th day of November, 2020 and that an agenda of said meeting was posted at the place of such meeting at 5:00 p.m. on the 9th day of September, 2021.

Cynthia J. Price

Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: David Houser, Chief
Re: Presentation of letter of retirement and plaque for Lt. Jesse Petty recognizing 21 years of service with the City of Durant Police Department

I would like to personally thank Jesse Petty for his service to the Durant Police Department and to the citizens of Durant. Jesse advanced through the patrol ranks and achieved the rank of Lieutenant and has now taken a prestigious position with the Choctaw Nation of Oklahoma Tribal Police as their Chief of Police. Jesse has been a vital part of the Durant Police Department, serving as the department's K9 handler and trainer, Active Threat Response Instructor, Assistant Commander of the Honor Guard and many more assignments.

I would like to congratulate Jesse on his retirement as of August 25, 2021.

His service record will reflect his service date from June 28, 2000 to August 25, 2021, which will credit his total time in service at Durant at 21 years and .17 months.

By having 20 or more years of total service in the Oklahoma Police Pension and Retirement System, Jesse qualifies to retain his issued service breast badge, a retired officer commission card, and his department issued handgun along with a letter acknowledging his retirement.

Council Information / Action Requested

None

City Staff Information / Action Follow-up, if Council authorizes this action:

None

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of August 10, 2021

Council Information / Action Requested

Approval of Regular Meeting Minutes of August 10, 2021

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. City Council Minutes 08102021 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 5th day of November, 2020, and that an agenda of said meeting was posted at the place of such meeting at 11:15 a.m. on the 5th day of August, 2021.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
August 10, 2021 AT 6:00 PM, Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma**

CALL TO ORDER

Mayor Grube called the meeting to order at 6:02 p.m.

INVOCATION/FLAG SALUTE

Assistant City Manager James Dalton provided the invocation. Council Member Danny Sherrer led the flag salute.

ROLL CALL

Present:

Council Member Steve Brittingham
Council Member Humphrey Miller
Council Member Curtis Morris
Vice Mayor Danny Sherrer
Mayor Oden Grube
City Attorney Tom Marcum
City Manager John Dean
City Clerk Cynthia J. Price

Absent:

None

CITIZEN COMMENTS

There were no citizen comments.

ORDER OF BUSINESS

1. Consent Items

- a. Consider Approval of Regular Meeting Minutes of July 13, 2021

- b. Consider Award of Bid to Cole Craige in the Amount of \$5,000 for Fencing on the 20 Acre Property located at 1221 Hillcrest.
- c. Consider Approval of Loan Forgiveness in the Amount of \$233,333.33 for Bruce Packing Company.
- d. Consider the Appointment of Mike Davis to the Durant Industrial Authority.

Motion To: Approve Consent Items As Presented.

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. Assistant City Manager Report - July 2021
- b. City Clerk Report - July 2021
- c. City Manager Monthly Report - July 2021
- d. Community Development Monthly Report - July 2021
- e. Economic Development Monthly Report - July 2021
- f. Emergency Management Monthly Report - July 2021
- g. Financial Reports - June 2021
- h. Fire Department Monthly Report - July 2021
- i. Human Resources Monthly Report- July 2021
- k. Neighborhood Services Monthly Report - July 2021
- l. Police Department Monthly Report - June 2021

4. Administration

- a. Consider and Take Action with Respect to a Resolution Authorizing the Calling and Holding of an Election in the City of Durant, State of Oklahoma (the "City") for the Purpose of Submitting to the Registered Qualified Electors of Said City the Question of Approval or Rejection of an Ordinance of the City, Which Amends Ordinance No. 1430 of the City and Ordinance No. 1431 of the City by Eliminating the Termination Date for the Collection of the Excise Tax (Sales Tax) Levied Pursuant to Said Ordinances and by Modifying the Purpose of Said Tax; and Containing Other Provisions Relating Thereto (R-2021-19)

Motion To: Approve Resolution Authorizing the Calling and Holding of an Election in the City of Durant, State of Oklahoma (the "City") for the Purpose of Submitting to the Registered Qualified Electors of Said City the Question of Approval or Rejection of an Ordinance of the City, Which Amends Ordinance No. 1430 of the City and Ordinance No. 1431 of the City by Eliminating the Termination Date for the Collection of the Excise Tax (Sales Tax) Levied Pursuant to Said Ordinances and by Modifying the Purpose of Said Tax; and Containing Other Provisions Relating Thereto (R-2021-19)

Motion By: Curtis Morris

Seconded By: Oden Grube

Ayes: Grube, Morris

Nays: Brittingham, Miller, Sherrer

Abstain: None

- b. Consider and Take Action with Respect to an Ordinance of the City of Durant, Oklahoma (the "City"), Amending Ordinance No. 1430 and 1431 of the City, by Eliminating the September 30, 2024 Termination Date for the Collection of the Excise Tax (Sales Tax) Levied Pursuant to Said Ordinances and by Modifying the Purpose of Said Tax Levied Pursuant to Said Ordinances; Providing for the Effective Date; Providing Remainder of Ordinances Remain Unchanged; Providing that the Provisions of This Ordinance are Cumulative and in Addition to Any and All Taxing Provisions of Other City Ordinances; Providing for Severability of Provisions; and Containing Other Provisions Related Thereto (O-2021-24)

No action taken.

- c. Discussion, Consideration and Possible Action on Ordinance O-2021-18 Amending the Code of Ordinances of the City of Durant, Oklahoma, Sections 32.123 Regarding Meetings of the Airport Advisory Board and Declaring an Emergency.

Motion To: Approve Ordinance O-2021-18, Section 1

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2021-18, Section 2 (emergency clause)

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- d. Discussion, Consideration and Possible Action of Ordinance O-2021-19 Amending the Code of Ordinances of the City of Durant, Oklahoma, Section 32.030(F) Regarding Meetings of the Library Board and Declaring an Emergency

Motion To: Approve Ordinance O-2021-19, Section 1

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2021-19, Section 2 (emergency clause)

Motion By: Steve Brittingham

Seconded By: Danny Sherrer

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- e. Discussion, Consideration and Possible Action on Ordinance O-2021-20 Amending Chapter 156 Subdivision Regulations and Declaring an Emergency.

Motion To: Approve Ordinance O-2021-20, Section 1 and 2

Motion By: Curtis Morris

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2021-20, Section 3 (emergency clause)

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- f. Discussion, Consideration and Possible Action on Ordinance O-2021-21, a Rezoning Request from R-3, General Residential District to I-1, Light Industrial District, PC2021-19.

Community Development Director Danielle Barker stated the purpose of the request is for a storage type facility. The Planning Commission recommended approval. The staff recommended denial based on what the future land use map shows.

Motion To: Approve Ordinance O-2021-21, Section 1

Motion By: Danny Sherrer

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2021-21, Section 2 (emergency clause)

Motion By: Danny Sherrer

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- g. Discussion, Consideration and Possible Action on a Final Plat Request for Property Located at 4319 SE 3rd Avenue, PC2021-20.

Community Development Director Danielle Barker stated the Planning Commission did recommend approval contingent upon the driveway being a sealed surface, the correct signature blocks being placed on the plat and correction of an error on the warranty deed.

Motion To: Approve Final Plat Request for Property Located at 4319 SE 3rd Avenue, PC 2021-20

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- h. Discussion, Consideration and Possible Action on a Final Plat Request for Property Located Near the Intersection of West Main and State Highway 70, PC2021-21.

Community Development Director Danielle Barker stated the Planning Commission recommended approval and staff recommended approval.

Motion To: Approve Final Plat Request for Property Located Near the Intersection of West Main and State Highway 70, PC-2021-21

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- i. Discussion, Consideration and Possible Action on a Preliminary Plat Request for Property Located Near the Intersection of West Main Street and State Highway 70, PC2021-22.

Community Development Director Danielle Barker stated this request is for Phase 2, Lots 1-11 and 26-27. The Planning Commission recommended approval, however they do require the 25 foot setback per ordinance. Two staff members were unable to sign off because it did not meet current ordinances.

Motion To: Approve Contingent Upon Recommendation of Planning Commission for 25 Foot Setback

Motion By: Mike Morris

Seconded By: Danny Sherrer

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- j. Discussion, Consideration and Possible Action on Ordinance O-2021-23 Repealing Ordinance 1987 and Section 32.210 of the Code of Ordinances Regarding the Regional Planning Commission and Declaring an Emergency.

Council Member Brittingham requested County Commissioner Ron Boyer be allowed the right for rebuttal. County Commissioner Boyer stepped forward and addressed council.

Motion To: Approve Ordinance O-2021-23, Section 1

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2021-23, Section 2 (emergency clause)

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- k. Consider Award of Bid for Uniform Rental Services;
Consider Approval of Contract for Uniform Rental Services (C-2021-57).

Staff recommends the bid and contract be awarded to Clean.

Motion To: Award Bid for Uniform Rental Services to Clean

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Approve Contract with Clean for Uniform Rental Services (C-2021-57)

Motion By: Steve Brittingham

Seconded By: Danny Sherrer

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

5. Executive Session

- a. Consider Entering Executive Session. Confer on Matters Pertaining to Economic Development, Including the Transfer of Property, Financing, or the Creation of a Proposal to Entice a Business to Remain or to Locate Within Their Jurisdiction if Public Disclosure of the Matter Discussed Would Interfere with the Development of Products or Services or if Public Disclosure Would Violate Confidentiality of the Business. This Executive Session Authorized by Title 25, Section 307 (C)(11) of the Oklahoma State Statutes.

Motion To: Enter Into Executive Session

Motion By: Danny Sherrer

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Re-Enter Regular Session

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

b. Consider Action Pursuant to Item 5a.

Motion To: Authorize Executive Director of Durant Industrial Authority Lisa Taylor the Authority to Offer Project 40 a Forgivable Loan in the Amount of \$750,000

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

6. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Danny Sherrer

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 2021-13

Consider Approval of Budget Supplements BA 2021-13

#2127 TO ADJUST TRANSFER FROM FUND 210 2012A CONSTRUCT. ACCT. TO CI TO COVER PROJECTS

#2128 TO ADJUST TRANSFER FROM 2012A CONSTRUCT. ACT. TO COVER PROJECTS.

Council Information / Action Requested

Approved Budget Supplements 2021-13

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. BA 2021-13

PACKET: 00434-BA-2021-13

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 002127 -----							
210 000-301.10-00	6/30/2021	BA21-13 TRSFR 12A T	6,811.07	13,891,347.00-	1,203,434.00	15,101,592.07-	15,101,592.07-
BEGINNING UNENCUMBERED							
210 050-528.99-23	6/30/2021	BA21-13 TRSFR 12A T	6,811.07	0.00	232,534.00	239,345.07	0.00
TRSF 2012 A TO CAP IMPR F 15							
DEPT: 2012A MISC NOTE							

Budget Adj. # 002128 -----							
015 000-364.28-04	6/30/2021	BA21-13 FM 2012A TO	6,811.07	0.00	232,534.00	239,345.07-	0.00
TRSF FR DCUASF 12-STRN 210-050							
015 019-569.61-99	6/30/2021	BA21-13 FM 2012A TO	6,811.07	114,101.00	189,565.00	310,477.07	310,477.07
FUND RESERVE							
DEPT: GENERAL GOVERNMENT							
PACKET NOTES:							
#2127 TRANSFER FUND 210 2012A CONSTRUCTION TRUST ACCT TO CI							
COVER PROJECTS.							
\$2128 TRANSFER FUND FROM 210 TO CI TO COVER THE PROJECTS							
EXPENSES.							
TOTAL NO. ADJUSTMENTS--REVENUE:						2	13,622.14
TOTAL NO. ADJUSTMENTS--EXPENSE:						2	13,622.14
TOTAL IN PACKET--							27,244.28

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: David Houser, Chief
Re: Consider Acceptance of Oklahoma Highway Safety Office Grant Contract PT-22-03-11-19 in the Amount of \$57,805

The Oklahoma Highway Safety Office has been a traffic safety partner with the Durant Police Department for the past eighteen years. They have provided overtime pay, in and out of state travel dollars for training and dollars for equipment.

An application was submitted and approved for the 19th contract in the amount of \$57,805 dollars for use in overtime traffic safety and speed diversion equipment. This grant is a 100% reimbursement grant. The grant period begins October 1, 2021 and ends September 31, 2022 to coincide with a federal fiscal year.

Council Information / Action Requested

Staff Recommends Approval

City Staff Information / Action Follow-up, if Council authorizes this action:

Mayor/Approval Electronic Certification of Grant

Grants Coordinator/Electronically Certify Grant at Mayor's Recommendation and Approval

Police/Carry Out Grant Directives to Include Monthly Reimbursement Requests

ATTACHMENTS:

1. OHSO Award 2022

Grant Agreement Summary – Part 1

OHSO Highway Safety Application FFY2022

OHSO-FFY2022-DURANT CI-00061

Title of Contract:

*Durant Traffic Enforcement **

OHSO Project Number:	Award Amount:	CFDA Number:	FAIN Number:	TTA Number:
PT-22-03-11-19	57,805.00	2060000000	69A37522300004020OK0	

TOTAL AWARD: \$57,805.00

\$0.00

Project Period:	Oct 01, 2021	- Sep 30, 2022	Primary Program Area:	General Police Traffic Services
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Organization: *Durant Police Department*

Address: *3104 Carl Albert Drive*

City:	<i>Durant</i>	State:	<i>OK</i>	Zip:	<i>74701</i>
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FEI Number:	<i>736005186</i>	DUNS Number:	<i>010473114</i>
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Project Director:	<i>Joe Clark</i>	Title:	<i>Deputy Chief of Police</i>
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Phone Number:	<i>(580) 924-3737</i>	Fax Number:	<i>(580) 924-8928</i>
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Project Goals:

To reduce the number of fatalities and serious injury crashes in the city of Durant by increasing traffic enforcement in FY22 by 950 hours or more of overtime high visibility enforcement.

Problem Identification:

The City of Durant is located within Bryan County, home to SE OK State University, and the headquarters for the Choctaw Nation. The City's jurisdiction includes major highways US 69, 70 & 75, all heavily traveled thoroughfares between Oklahoma and Texas. Oklahoma Department of Transportation estimates US Hwy 70 traffic count to be nearly 11,000 and US Hwy 69 just over 30,000. The City of Durant has been identified as a medical, service and commercial center for Southeast Oklahoma with thousands of commuters traveling to or through the area daily. Durant Economic Development reports that Retail Strategies issued a finding based on allowable GPS Phone data for a customized trade area; Durant experiences more than 60,000 daytime population. This significant increase in the daily population and traffic volume, causes critical concern for enforcement.

According to 2019 OHSO data, the City of Durant is above the state rate for total KA crashes, including fatality crashes, Alcohol-Related KA crashes, Drug-Related KA crashes, Unsafe Speed KA crashes and Distracted Driving KA crashes per 100 million vehicle miles traveled. In 2019, four crashes resulted in fatalities with four deaths; in 2020 two crashes resulted in five fatalities. 2020 was a very tragic year as we lost four high school boys in one crash. One of the boys was a Durant Police Officer's son. The boys were struck by a suspected impaired driver. He is charged with four counts of 2nd degree murder.

Durant Officers are unable to sustain high visibility traffic enforcement on regular shifts due to the number of other calls for service as well as a 20% staff shortage. Currently, Durant Officers average an estimated 1640 hours per year of traffic enforcement efforts during regular shifts.

Grant Agreement Summary – Part 1

Project Description:

The Durant Police Department will conduct enforcement and PI&E activities utilizing overtime hours in support of State and National goals to reduce the incidence of KA crashes in their community. Officers will conduct enhanced enforcement efforts to identify traffic violations and conduct a variety of public information and education activities to inform and educate the community about traffic safety issues. The Project Director will utilize all data and reference sources available including crash reports, arrest records, public complaints, and other sources to identify those times and locations where KA crashes most often occur. Officers will be assigned to conduct high visibility enforcement shifts in the identified areas. In the high visibility enforcement model, officers focus on drivers who commit common aggressive driving actions such as speeding, following too closely, and running red lights. Efforts should also include impaired driving enforcement, occupant protection enforcement and related activities such as traffic safety and sobriety checkpoints. Saturation patrols may be conducted with a primary focus on those violations that may cause or contribute to KA crashes.

The City of Durant Administration is interested in TRAFFIC DATA COLLECTION to make informed decisions in areas of enforcement, speed limit changes and calming measures. Funding is provided for the purchase of a Stalker SAM Trailer that will collect this desired traffic data while providing feedback to drivers of their radar checked speed in comparison to the posted speed limit.

Durant PD will continue outreach efforts and enforcement coordination with the ChoctawNation , Safe Kids, and other area partners.

Not all KA crashes can be directly attributed to a specific primary causal factor. Some crashes occur because drivers operate a vehicle unsafely, without due attention to traffic laws and road conditions. General traffic enforcement is intended to allow agencies to address a greater variety of traffic violations, dependent upon local problem identification. The Durant Police Department will employ the following evidence based strategies in conducting grant-related activities:

Countermeasure: High Visibility Enforcement

Planned Activity: State and Local High Visibility Enforcement

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I-Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.
2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA).

On the chart below, locate the "Start of Project Number for each grant awarded to obtain the information your agency's financial department will need for Federal/State reporting purposes.

Start of Project Number	Program Area	CFDA No.	Award Name	Section No.

Grant Agreement Summary – Part 1

AI	Accident Investigation	20.6000000	State and Community Highway Safety	402
AL	Alcohol	20.6000000	State and Community Highway Safety	402
DE	Driver Education	20.6000000	State and Community Highway Safety	402
MC	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	Railroad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	Traffic Records	20.6000000	State and Community Highway Safety	402
TSP	Teen Safety Programs	20.6000000	State and Community Highway Safety	402
M2	405b OP Low	20.6160000	Occupant Protection	405b
M3	21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405c
M5	405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
M9	405f Motorcycle Programs	20.6160000	Motorcyclist Safety	405f

If you have any questions, please contact your Program Manager.

Activity/Milestones Projections

OHSO Highway Safety Application FFY2022

OHSO-FFY2022-DURANT CI-00061

MILESTONE PROJECTIONS												
Activity #	Project #			Description								
1st Quarter				2nd Quarter			3rd Quarter			4th Quarter		
Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	Total
1	PT-22-03-11-19			Hours of overtime traffic enforcement/PI&E worked, (based on average OT rate of \$45 per hour).								
84.00	83.00	83.00	84.00	83.00	83.00	84.00	83.00	83.00	84.00	83.00	83.00	1,000.00
2	PT-22-03-11-19			Number of traffic stops, (target is 2 per hour).								
168.00	166.00	166.00	168.00	166.00	166.00	168.00	166.00	166.00	168.00	166.00	166.00	2,000.00
3	PT-22-03-11-19			Number of OT hours devoted to impaired driving enforcement, (target is 5% of total hours).								
4.00	4.00	4.00	4.00	5.00	4.00	4.00	4.00	4.00	5.00	4.00	4.00	50.00
4	PT-22-03-11-19			Number of PI&E activities conducted - minimum 2 per month, (to include media contacts, traffic safety presentations, etc.)								
2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	24.00
5	PT-22-03-11-19			Project Director and Financial Officer to attend OHSO Project Director's Training Course.								
2.00												2.00
6	PT-22-03-11-19			Document that Durant PD personnel are trained in the proper use of grant funded equipment.								
	1.00											1.00
7	PT-22-03-11-19			Purchase and deploy grant funded equipment within the first quarter of the project, prior to January 1, 2022.								
		1.00										1.00
												0.00
												0.00
												0.00

Budget Detail Projections

OHSO Highway Safety Application FFY2022

OHSO-FFY2022-DURANT CI-00061

Cost Category Items		Project #	Description			
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
APR	MAY	JUN	JUL	AUG	SEP	Annual
I.A.	1	PT-22-03-11-19	Salary for overtime traffic enforcement/PI&E, (rate not to exceed 1.5 times regular hourly rate unless contractually required and pre-approved by OHSO).			
3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	\$22,500.00
3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	\$45,000.00
I.B.	1	PT-22-03-11-19	Benefits for overtime traffic enforcement/PI&E, (rate not to exceed 7.65% unless contractually required and pre-approved by OHSO).			
286.00	287.00	287.00	287.00	287.00	287.00	\$1,721.00
287.00	287.00	287.00	287.00	287.00	287.00	\$3,443.00
II.A.	1	PT-22-03-11-19	In-state travel to attend OHSO Traffic Safety Summit including lodging, M&IE and transportation expenses in accordance with the State Travel Reimbursement Act.			
				1,000.00		\$1,000.00
						\$1,000.00
V.	1	PT-22-03-11-19	Purchase of one Stalker SAM Trailer, including but not limited to Traffic Stats Sensor, USB, Solar Panel, Speed Sensor, warranty, etc. as indicated in quote provided. (In accordance with the Buy America Act and applicable exemptions).			
8,362.00						\$8,362.00
						\$8,362.00
						\$0.00
						\$0.00

Budget Summary Projections

OHSO Highway Safety Application FFY2022

OHSO-FFY2022-DURANT CI-00061

Cost Category Items	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Annual Total
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	
I. Personnel													
A. Salaries	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$45,000.00
B. Benefits	\$286.00	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$287.00	\$3,443.00
II. Travel													
A. In-State Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
B. Out-of-State Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
III. Operating Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
IV. Contractual Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
V. Equipment	\$8,362.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,362.00
Monthly Total	\$12,398.00	\$4,037.00	\$4,037.00	\$4,037.00	\$5,037.00	\$4,037.00	\$4,037.00	\$4,037.00	\$4,037.00	\$4,037.00	\$4,037.00	\$4,037.00	\$57,805.00

GLOSSARY OF DEFINITIONS

This glossary defines terms with meanings which may be unclear in the context in which they are used. These definitions are meant to apply only to the usage of these terms in this contract agreement.

Activity - The smallest unit of work that can be time-framed, quantified, and is critical to the success of a project.

Actual - The attained level of resources and/or accomplishments

Authorizing Official - The duly authorized representative of the State Agency, Local Subdivision or subrecipient agency having signatory authority and the responsibility of executing the contract agreement.

C. F. R. - Code of Federal Regulations

Director - The Director authorized by the Governor's Representative to direct the activities of the Oklahoma Highway Safety Office

DUNS Number – Data Universal Numbering System

FAIN Number – Federal Award Identification Number

FY - Fiscal year which starts October 1 and ends September 30 each year

Governor's Representative - A representative appointed by the Governor of Oklahoma to oversee the activities of the Oklahoma Highway Safety Office

Grantor Agency - Oklahoma Highway Safety Office

Local Subdivision - An administrative division of local government

Milestone - A level of accomplishment of an activity within a specific period of time

Obligated - The proposed level of resources and/or accomplishments

OMB - Office of Management and Budget (Federal)

OHSO - Oklahoma Highway Safety Office

OS - Oklahoma Statute

Program Manager - An OHSO staff member authorized to act as the liaison between the Highway Safety Office and the State Agency or Local Subdivision in all matters pertaining to a contract.

Project Director - A representative of the State Agency, Local Subdivision or subrecipient agency responsible for directing the activities of the project as outlined in the contract agreement

Projection - An anticipated level of performance or expenditure necessary to attain the stated project goal(s).

Project Number - A number assigned to one of the highway safety program areas as defined by the Highway Safety Act of 1966.

QTD - Quarter-to-date.

General Provisions – Part II

State Agency - An administrative division of state government.

Subrecipient - An agency or organization receiving pass-through funds from the OHSO through a duly authorized grant agreement, Memorandum of Agreement or Memorandum of Understanding

TTA Number – Taxpayer's Transparency Act number

U. S. C. - United States Code

YTD - Year-to-date

REGULATIONS AND DIRECTIVES

The subrecipient, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Project Implementation

Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.

2. Nondiscrimination

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities "). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27 ;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

3. Political Activity (Hatch Act)

(applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Buy America Act (applies to subrecipients as well as States)

The state and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

5. Prohibition on using grant funds to check for helmet usage. (applies to subrecipients as well as State)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycles.

6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

7. Equipment Purchased with Highway Safety Funds:

- Ownership of equipment purchased is vested in the subrecipient, who must use the property only for the authorized purpose of this project (2 CFR Part 200.313)
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory;
- Equipment maintenance and liability coverage are the subrecipient's responsibility;
- Subrecipient shall not remove, transfer, or dispose of the property without prior written approval from OHSO;
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report.

General Provisions – Part II

To dispose of *ANY* equipment, the subrecipient *MUST*:

1. Write a letter of request to OHSO;
2. State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
3. Maintain equipment until subrecipient receives letter of approval;
4. Return Equipment to OHSO

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

General Provisions – Part II

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

General Provisions – Part II

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1. Subrecipient shall adopt (if none presently exists) and enforce a written safety belt use policy requiring all employees and others riding in Subrecipient owned or leased vehicles and/or on Subrecipient business to use safety belts in all seating positions and provide a copy of the same prior to initiation of a grant.
2. Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of the subrecipient's entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant agreement.
3. Subrecipient shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.
4. Subrecipient shall require all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures prior to working grant funded enforcement shifts.
5. Subrecipient shall submit activity and reimbursement reports to OHSO monthly through the OKGrants system unless otherwise pre-approved. Reports shall include all appropriate and required backup documentation. Reports shall be submitted within 30 days of the end of the reporting month. Failure to timely submit reports may result in denial of the reimbursement claim or delay in reimbursement of the same.
6. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA). In accordance with 2 CFR 200, the Oklahoma Highway Safety Office (OHSO) is required to supply each subrecipient with pertinent information regarding the grant award to assist in providing the subrecipient's financial department information which may be needed for Federal/State reporting purposes. Said information is contained within the Grant Agreement Summary-Part 1 of the award documents. A subrecipient agency may be subject to audit under 2 CFR 200. Unless other arrangements are made, any required audit cost is the responsibility of the Subrecipient.
7. Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.) These "Specific Agreement topics have been provided in an effort to assist subrecipients. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.
8. The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

Certification

OHSO Highway Safety Application FFY2022

OHSO-FFY2022-DURANT CI-00061

As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

Printed Name of Authorizing Official:
(Chief Executive Officer)

Title:

Date:

NOTE: The Authorizing Official is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Authorizing Official must be a state agency head, mayor, city manager, chairperson of the County Commission or an authorized tribal leader. The Chief of Police or Sheriff is not generally an authorized signatory.

Signature:



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Mayoral Recommendation of Frankie Chalk to Cemetery Advisory Board

I have received two applications for appointment to the Cemetery Advisory Board to fill the vacancy following the resignation of Bobby Story. Both applications are attached for review. Mayor Oden Grube recommends the appointment of Frankie Chalk.

Council Information / Action Requested

Approval or disapproval of the mayoral recommendation of Frankie Chalk to the Cemetery Advisory Board.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Frankie Chalk Application
2. Tom Garner Application



City of Durant, OK

Application for Appointment to a City Board, Commission, or Committee

Applicant Information

Full Name: Chalk Frankie L Date: 8/23/21
Last First M.I. Suffix

Address: 1225 Dixon St
Street Address Apartment/Unit #
Durant OK 74701
City State ZIP Code

☒ Phone: 580-380-9286 ☒ Email: caterdurant@gmail.com

Board, Commission, or Committee Appointment Desired: Cemetery Board

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)

Working with families for many years at the funeral home, I saw
good and bad care for the cemetery. Have been in elder care & funeral svc.
for all of my adult life and can easily relate to the majority of patrons

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board, Commission, or Committee)

I am not afraid to speak up. The final resting place should be
well maintained. We as a community have the responsibility to see that it is.

Have you ever been convicted of a felony, or entered a guilty or no contest plea thereto?

YES
☐

NO
☒

If yes, please give details of the conviction(s) and explain:

Do you understand that attendance and active support is required for each appointee?

YES
☒

NO
☐

Signature

Signature: Frankie Chalk Date: 8-23-21

Please place a check in the ☐ (s) for your preferred method of contact. Once the City Council has filled a position, your application will be removed from the file and you must reapply for future openings.

This information will become a Public Record.
You may return this form to Durant City Hall, City Clerk's Office
300 W. Evergreen, P.O. 578 Durant, OK 74701
Or Fax to (833) 994-0399



Application for Appointment to a City Board, Commission or Committee

Ms.
Mrs.
Mr. Garner Tom L
Name (Last) (First) (MI)

502 N McLean RD

☐ **Physical Address**

Durant OK 74701-1020
City State Zip

PO Box 1803

☒ **Mailing Address**

Durant OK 74702-1803
City State Zip

(580) 775-2601

☐ **Home Phone** ☐ **Work Phone** ☐ **Cell Phone**

garnerhome502@yahoo.com

☒ **E-mail address** By providing your e-mail address in the space above, you are consenting to the release of your personal e-mail address by the City.

Board, Commission or Committee Appointment Desired: Cemetery Advisory Board

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)

20 Years Funeral Service 1979-1999 with Dalton-Holmes Funeral Home in Durant.

Graduate Dallas Institute of Funeral Service 1986. Licensed Okla. Funeral Director 1986-2001.

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board, Commission or Committee)

Our first family member was laid to rest at Highland in 1924, and in the 96 year since, many other relatives have been laid to rest there. I hope to support Highland's continued successful operation.

Do you understand that attendance and active support is required for each appointee?

X Yes No

Tom Garner

08-26-2021

Signature

Date

Please place a check in the ☐ (s) for your preferred method of contact. Once the City Council has filled a position, your application will be removed from the file and you must reapply for future openings.

This information will become a Public Record.

You may return this form to Durant City Hall, City Manager's Office, 300 W. Evergreen,
P.O. Box 578, Durant, OK 74702 or fax to 924-3490.



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Award of Bid for Abatement of DIA property Located on Highway 70 West and Cardinal Parkway to True Grit Works in the Amount of \$19,500.

Council Information / Action Requested

Award of Bid for Abatement of DIA property Located on Highway 70 West and Cardinal Parkway to True Grit Works in the Amount of \$19,500.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Bid Results - 9.3.2021
2. DIA 9.7.2021 Minutes

ABATEMENT BID OPENING – SEPTEMBER 3, 2021

BID OFFERED ON: August 30, 2021

BIDS OFFERED TO:

**Blake Goode, Cole Craige, Dino Lifts, Gary Clark, Glen Coffman, Gene
Grounds, Melissa Wingfield, Rex Labrada, Ryan Huffaker, Steven
Weibling, Texoma Millwright, Chris Whalin, Marty Pope**

BIDS RECEIVED:

True Grit Works

Cole Craige

BID ITEM

NE Corner of 70 West and Cardinal Parkway (approximately 40 acres)

True Grit Works	\$19,500.00	LOWEST BID
------------------------	--------------------	-------------------

Cole Craige	\$60,000.00
--------------------	--------------------

CITY OF DURANT
OFFICE OF COMMUNITY DEVELOPMENT

NUISANCE ABATEMENT BID SHEET FOR CLEARING

Date Bid Due: September 3, 2021 Time Bid Due: 12:00p.m.

For questions concerning the bid dates and times please contact
Cynthia Price, City Clerk at 580-931-6641

For questions concerning the property, please contact Shawn Jackson at 580-579-4415

Company Name: True Grit

Phone Number: 580-367-5031

Address: 10236 FM 274
Ravenna Tx 75476

Email: marty.pope@icloud.com

Bid Item 1

Address: Northeast corner of 70 West and Cardinal Parkway
(Approximately 40 Acres)

Bid Amount: \$ 19,500

- (1) Bush hog property
- (2) Clear all under brush and anything 4 inches and smaller
- (3) Remove all willow trees, cedar trees and bois d'arc trees
- (4) Clear all vegetation from fence line on 70 W side (grass, trees, brush etc.)

Burning of any brush had to be approved by Fire Marshal (580)924-2358 and permit obtained.

Upon completion, the lot shall be free of any and all debris, if the lot is not free of debris payment of services may be held until it is corrected.

CITY OF DURANT
OFFICE OF COMMUNITY DEVELOPMENT

NUISANCE ABATEMENT BID SHEET FOR CLEARING

Date Bid Due: September 3, 2021 Time Bid Due: 12:00p.m.

For questions concerning the bid dates and times please contact
Cynthia Price, City Clerk at 580-931-6641
For questions concerning the property, please contact Shawn Jackson at 580-579-4415

Company Name: Cole, Craige

Phone Number: 580-775-1777

Address: P.O. Box 383

Email: Craigesurveying@gmail.com

Bokehito OK 74726

Bid Item 1

Address: Northeast corner of 70 West and Cardinal Parkway
(Approximately 40 Acres)

Bid Amount: \$ 60,000

- (1) Bush hog property
- (2) Clear all under brush and anything 4 inches and smaller
- (3) Remove all willow trees, cedar trees and bois d'arc trees
- (4) Clear all vegetation from fence line on 70 W side (grass, trees, brush etc.)

Burning of any brush had to be approved by Fire Marshal (580)924-2358 and permit obtained.
Upon completion, the lot shall be free of any and all debris, if the lot is not free of debris payment of services may be held until it is corrected.

MINUTES OF THE MEETING OF DURANT INDUSTRIAL AUTHORITY
September 7, 2021 AT 4:00 PM,
Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma

CALL TO ORDER

Chairman Pierce called the meeting to order at 4:01 p.m.

INVOCATION/FLAG SALUTE

Trustee Shattuck provided the invocation.

ROLL CALL

Present:

Trustee Steve Brittingham
Trustee Brett Rogers
Trustee Michael Davis
Trustee Jeff Shattuck
Vice Chairman Jeff Hammock
Chairman Chris Pierce
Advisory Member Thomas Newsom

Absent:

Trustee Edwin Boothe
Advisory Member Tammye Gwin

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

Motion was made by Vice Chairman Hammock and seconded by Trustee Davis to approve consent items as presented.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

- a. Consider Approval of Regular Meeting Minutes of August 3, 2021
- b. Consider Approval of Financial Report

- c. Consider Approval of Claims

2. Consider Items Removed from Consent

3. Information Items

- a. Director's Report

4. Administration

- a. Consider Award of Bid for Abatement of DIA Property Located on Highway 70 West and Cardinal Parkway

Motion was made by Trustee Rogers and seconded by Trustee Shattuck to award abatement bid of DIA Property located on Highway 70 West and Cardinal Parkway to True Grit Works in the amount of \$19,500.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

- b. Consider Expenditure of Economic Development Sales Tax Funds to pay for Abatement of DIA-owned Property.

Motion was made by Trustee Davis and seconded by Vice Chairman Hammock to approve that the abatement bid in the amount of \$19,500 to True Grit Works come from the Economic Development Sales Tax Funds.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

5. Executive Session

- a. Consider Entering Executive Session

Motion was made by Vice Chairman Hammock and seconded by Trustee Davis to enter executive session.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

- b. Discuss the purchase or appraisal of real property. This Executive Session Authorized by Title 25, Section 307 (B)(3) of the Oklahoma State Statutes.
- c. Confer on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to

remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business. This Executive Session Authorized by Title 25, Section 307 (C)(11) of the Oklahoma State Statutes.

d. Return from Executive Session

Motion was made by Vice Chairman Hammock and seconded by Trustee Brittingham to return from executive session.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

e. Consider Action Pursuant to Item 5b

Motion was made by Trustee Shattuck and seconded by Vice Chairman Hammock to approve the sale of 40+/- acres at \$5,000 an acre to Project 40.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

f. Consider Action Pursuant to Item 5c

No action.

6. New Business

There was no new business.

ADJOURNMENT

Motion was made by Vice Chairman Hammock and seconded by Trustee Rogers to adjourn.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Approval of Expenditure of Economic Development Funds to Pay for Abatement of DIA-Owned Property

Council Information / Action Requested

Approval of Expenditure of Economic Development Funds to Pay for Abatement of DIA-Owned Property

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. West Industrial Park Photos
2. DIA 9.7.2021 Minutes

MINUTES OF THE MEETING OF DURANT INDUSTRIAL AUTHORITY
September 7, 2021 AT 4:00 PM,
Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma

CALL TO ORDER

Chairman Pierce called the meeting to order at 4:01 p.m.

INVOCATION/FLAG SALUTE

Trustee Shattuck provided the invocation.

ROLL CALL

Present:

Trustee Steve Brittingham
Trustee Brett Rogers
Trustee Michael Davis
Trustee Jeff Shattuck
Vice Chairman Jeff Hammock
Chairman Chris Pierce
Advisory Member Thomas Newsom

Absent:

Trustee Edwin Boothe
Advisory Member Tammye Gwin

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

Motion was made by Vice Chairman Hammock and seconded by Trustee Davis to approve consent items as presented.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

- a. Consider Approval of Regular Meeting Minutes of August 3, 2021
- b. Consider Approval of Financial Report

- c. Consider Approval of Claims

2. Consider Items Removed from Consent

3. Information Items

- a. Director's Report

4. Administration

- a. Consider Award of Bid for Abatement of DIA Property Located on Highway 70 West and Cardinal Parkway

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Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

- b. Consider Expenditure of Economic Development Sales Tax Funds to pay for Abatement of DIA-owned Property.

Motion was made by Trustee Davis and seconded by Vice Chairman Hammock to approve that the abatement bid in the amount of \$19,500 to True Grit Works come from the Economic Development Sales Tax Funds.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

5. Executive Session

- a. Consider Entering Executive Session

Motion was made by Vice Chairman Hammock and seconded by Trustee Davis to enter executive session.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

- b. Discuss the purchase or appraisal of real property. This Executive Session Authorized by Title 25, Section 307 (B)(3) of the Oklahoma State Statutes.
- c. Confer on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to

remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business. This Executive Session Authorized by Title 25, Section 307 (C)(11) of the Oklahoma State Statutes.

d. Return from Executive Session

Motion was made by Vice Chairman Hammock and seconded by Trustee Brittingham to return from executive session.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

e. Consider Action Pursuant to Item 5b

Motion was made by Trustee Shattuck and seconded by Vice Chairman Hammock to approve the sale of 40+/- acres at \$5,000 an acre to Project 40.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None

f. Consider Action Pursuant to Item 5c

No action.

6. New Business

There was no new business.

ADJOURNMENT

Motion was made by Vice Chairman Hammock and seconded by Trustee Rogers to adjourn.

Motion Passed with the following vote:

Ayes: Brittingham, Davis, Rogers, Shattuck, Hammock, Pierce

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Consideration to Approve Resolution R-2021-22 for City Manager Signatory Authority Related to Federal Aviation Administration (FAA) Grant Projects.

Approved Resolution R-2021-22 will provide authority for the City Manager to sign necessary FAA grant documents, unless there is a specific FAA requirement or a financial commitment exceeding the City Manager's approval limit. With this authority, City staff would be able to expedite the grant process.

Council Information / Action Requested

Approve Resolution R-2021-22 for City Manager Signatory Authority Related to Federal Aviation Administration (FAA) Grant Projects.

City Staff Information / Action Follow-up, if Council authorizes this action:

Utilize approved Resolution R-2021-22 to support grant tasks for FAA projects.

ATTACHMENTS:

1. REV FAA Resolution for City Mgr signatory authority R-2021-22

RESOLUTION No. R-2021-22

A RESOLUTION SUPPORTING CITY MANAGER SIGNATORY AUTHORITY FOR GRANT DOCUMENTS

The City of Durant actively pursues various Federal Aviation Administration (FAA) grant funding opportunities for continued improvements at the Durant Regional – Eaker Field Airport. Grant resources contribute to the overall airport development to enhance quality aviation standards impacting general aviation, economic growth, the Southeastern Oklahoma State University Aviation Program, and emergency response efforts for the Durant community, throughout the region and Oklahoma, as well as, on a national level.

WHEREAS, the Durant City Council supports the continual efforts to achieve grant awards and execute grant documents in a timely manner to complete the projects successfully; and

WHEREAS, the Durant City Council delegates the authority to the City Manager and city grant staff to determine the signatory requirements for each grant application and awarded project documents; and

WHEREAS, the Durant City Council recognizes the necessity to designate signatory authority to the City Manager, when deemed necessary per the specific grant program guidelines; and

WHEREAS, unless the grant funding agency requires specific City Council approval for the grant application, grant award or grant management documents, the Durant City Council does hereby authorize the City Manager to execute the appropriate grant items, except when there is a financial match commitment exceeding the City Manager's approval limit, or grant guidelines require the Mayor's official signature.

NOW THEREFORE, BE IT RESOLVED, the Durant City Council approves the designated signatory authority and is committed to support efforts to identify and apply for grant funding opportunities for the City of Durant.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 14th day of September 2021.

Oden Grube, Mayor
City of Durant, Oklahoma

ATTEST:

Cynthia Price, City Clerk



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: James Dalton, Assistant City Manager
Re: Assistant City Manager Report - August 2021

Assistant City Manager Report

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. ACM Report - August 2021



THE CITY OF DURANT

Assistant City Manager

TO: Durant City Council
FROM: James Dalton, Assistant City Manager
DATE: September 1, 2021
SUBJECT: Monthly Report for August 2021

Parks Department

Carl Albert Park update: Work remaining at Carl Albert Park includes drainage improvements, parking lot overlays, track lighting, and ADA improvements to the restrooms. We have developed a basic work copy of the Parks Master Plan for all 13 parks in the City, to begin future planning efforts for each park.

The pool closed August 10, after having good attendance and revenue. The pool was drained to look for repairs that will need to be made prior to next season.

Airport

The airport has multiple issues that we're in the process of working through in an effort to maximize the full potential of the airport. Below is a list of some tasks in August.

1. We had identified possible solutions to the 100LL tank water drainage and are looking at the best option to keep water from collecting around the tank. John Wyatt has met with the supplier to review the plan.
2. We are continuing to work with our airport consults, KSA, and the OAC on developing an Airport Layout Plan with Narrative that will identify future growth at the airport. The Airport Layout Plan will be 100% funded with an FAA grant. Normally there is a 10% match required by the City, but due to CARES money, that has been waived.
3. We have met with 2 investment groups exploring possible aeronautical commercial developments at our airport.

The airport continues to be busy with significant Corporate Jet traffic. Fuel sales are good.

Senior Center

The City with funding from the DCFA is in the process of remodeling the new Senior Center Building located at 1401 Chuckwa. Work during August, includes the following:

1. Coordinating with Senior Center Director Mike Davis for daily construction updates. (Mike has resigned and will be leaving his employment with the City on Sept 3)
2. Interior Painting.
3. The fire suppression system has been installed.
4. Concrete flatwork has been done on the outside of the building.

9-1-1

9-1-1 personnel are continuing to transition to our new 9-1-1 Computer Aided Dispatch (CAD). Currently we have 5 open positions at 9-1-1, including the 9-1-1 Manager; and we're doing testing, backgrounds, and interviews for these positions. These are highly specialized stressful positions, and our 9-1-1 communicators do a great job.

Police Department

Our Police Officers are also transitioning to the new CAD software. We're currently 5 Officers down on manpower. Chief Houser and staff are continuing to take applications, do testing, and reviewing background for potential new officer.

Congratulations to former DPD Lt. Jesse Petty, who is now the Chief of Police for the Choctaw Nation of Oklahoma. It speaks well of our department for one of our own to be selected for this position of leadership.

Emergency Management

Emergency Management continues to be vigilant as the Point of Contact for COVID information. Oklahoma Emergency Management has given Durant Emergency Management a machine, known as an Anolyte Generator, that produces hypochlorous acid that is used to kill the COVID and other viruses. It will produce the chemical in volume at minimal expense. It is being installed at the Emergency Management Warehouse at the airport. The value of the machine and equipment is \$56,000.

Remodeling continues on the Emergency Management warehouse. This project should be completed by the end of the calendar year.

Fire Department

I have met with DFD Chief Jeff Langford numerous time to discuss needs of the fire department, both fiscal and training wise. Chief Langford continues to look at ways to improve the service to the citizens of Durant. The fire department currently has one opening, but have some senior firefighters that may retiring in the near future.

Facilities

Mark Pierce is helping us with facility management. Currently we're evaluating repair needs at various city facilities. He is also preparing for winterization of park restrooms and sports facilities as we approach the fall and winter. Mark and HR have been doing interviews for a custodian to assist with cleaning of certain city facilities.

James Dalton



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: City Clerk Monthly Report - August 2021

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. CITY CLERK REPORT 09-14-2021

CITY CLERK MONTHLY INFORMATION REPORT

AUGUST 2021

MUNICIPAL COURT -

I have created the attached spreadsheet which will allow you to track the various municipal court categories as the calendar year progresses.

SPECIAL EVENT PERMIT APPLICATIONS -

There were four Special Event Permit Applications received in August 2021.

Events Held in City of Durant in August 2021:

Farmers Market – August 7, 14, 21, 28, 2021

SSMC Community Carnival – August 7, 2021

Back to School Bash – August 7, 2021

Events To Be Held in City of Durant in September 2021:

Farmers Market – September 4, 11, 18, 25, 2021;

9/11 Never Forget 20th Anniversary Memorial Exhibit Created by the General Tommy Franks Leadership Institute & Museum – September 8, 2021;

Boys and Girls Club Color Run – September 11, 2021;

SOSU Tailgate Party – September 11, 2021 and September 18, 2021;

Pack 615 Cubmobile Race – September 25, 2021;

Discover Durant Fall Concert Series – September 23 and September 30, 2021.

RECORD REQUESTS -

There were three (3) record requests received and processed in August 2021.

CEMETERY ADMINISTRATION/3B GRAVE SERVICE –

I have created the attached spreadsheets which will allow you to track burials and sales (through the city and private seller) as the calendar year progresses.

CEMETERY –

Highland Cemetery Road Replacement – A section of roadway within Highland Cemetery will be replaced in August 2021 at a cost of \$9,500.00 for materials and using city labor. I have attached a map showing the section of road to be replaced. While road work is being performed, the dumpster in the back of the cemetery will be temporarily relocated to the maintenance building next to the existing dumpster.

Highland Cemetery Trash Receptacles – There are now two dumpsters available for disposal of gravesite decorations only. In an effort to lessen the stress, wear and tear on the roadways within the cemetery, the trash cans randomly placed throughout the cemetery have been removed. In their place, a second dumpster has been placed in front of the Cemetery Maintenance Building. This is in addition to the dumpster at the back of the cemetery. This change will reduce the amount of roadway the trash truck will need to travel within the cemetery to empty trash receptacles. These dumpsters are placed as a courtesy and for the convenience of visitors to the cemetery. They are not intended for use by the general public for disposal of residential garbage.

BIDS -

There were three bids created in August 2021:

Abatement of Properties - Bid Deadline: August 11, 2021

Demolition of Structures: Bid Deadline: August 16, 2021

Abatement of Properties - Bid Deadline: August 17, 2021

Open Bids:

Durant Industrial Authority Abatement of Property – Bid Deadline: September 3, 2021

Open Ended:

Call Service Providers for Health Nuisance Abatements

BOARD SECRETARY -

I served functions of the secretary for the following council, authorities, and advisory boards in the month of August 2021:

Durant City Council;

Durant City Utility Authority;

Durant Airport Authority;

Parks and Recreation Advisory Board.

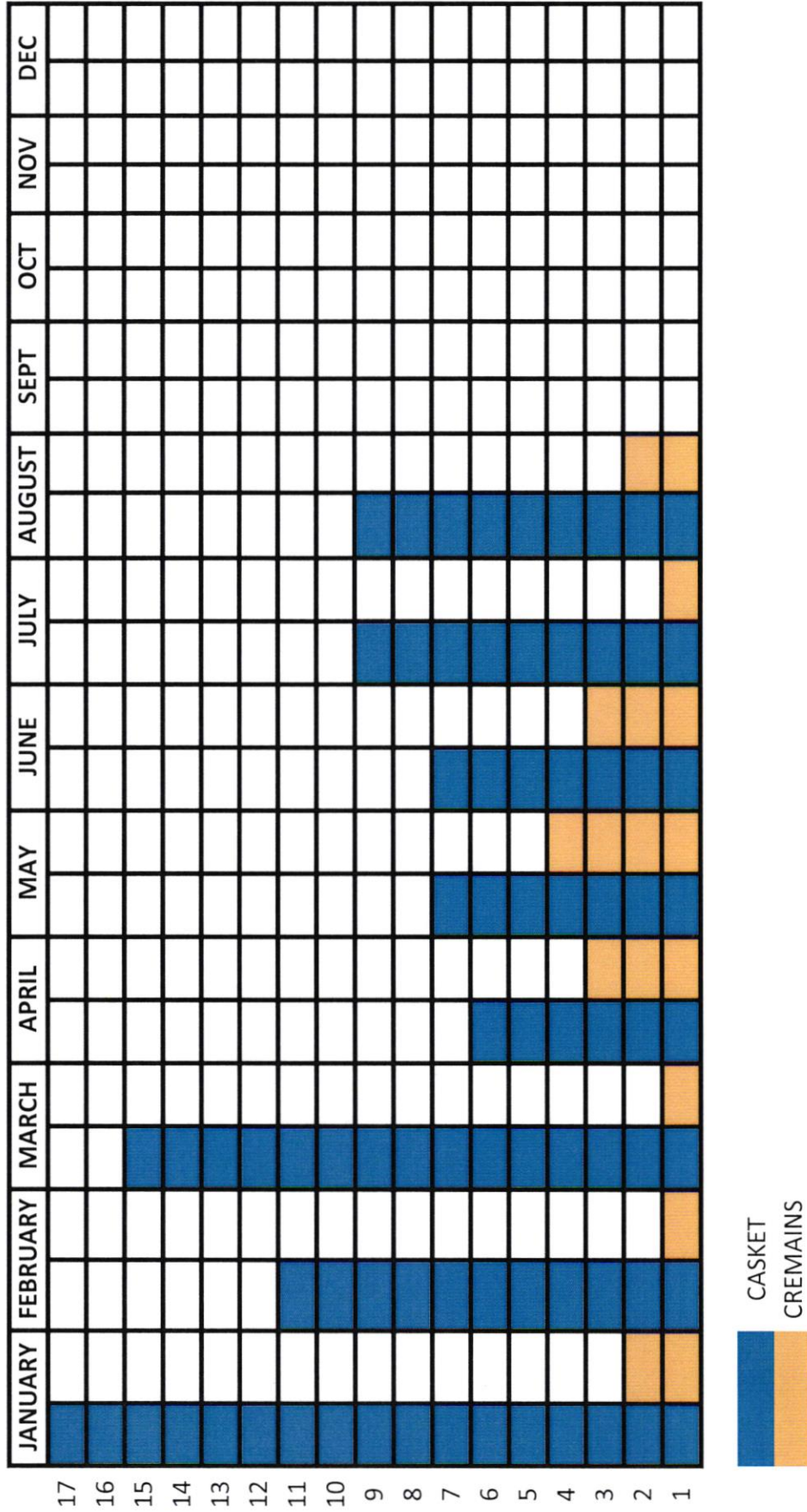
CITY OF DURANT MUNICIPAL COURT

	Total Violations Issued			Total Cases Heard By Judge			Warrants Issued			Warrants Cleared			Fine Suspended			Transfer to County		
	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance
2021																		
Dec																		
Nov																		
Oct																		
Sept																		
Aug	244	31	21	173	22	12	157	33	25	98	20	15	0	0	0	0	0	0
July	313	44	26	263	31	23	184	33	16	155	20	23	0	0	0	0	0	0
Jun	311	51	28	383	37	31	301	40	43	186	30	27	0	0	0	0	0	0
May	485	49	34	398	36	39	198	33	31	214	33	33	0	0	0	0	0	0
Apr	478	36	47	390	42	52	216	40	47	189	41	56	0	0	0	0	0	0
Mar	531	45	27	418	34	39	321	43	70	237	41	64	0	0	0	0	0	0
Feb	303	21	14	232	13	27	115	28	27	140	16	30	0	0	0	0	0	0
Jan	362	37	35	184	18	16	112	16	14	167	19	22	0	0	0	0	0	0

DISMISSED CASES

	Completed Deferred			Dismissed by Complainant			Presented Insurance			Dismissed by Judge's Order			Dismissed Compliance			Prosecutor's Motion		
	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance
2021																		
Dec																		
Nov																		
Oct																		
Sept																		
Aug	25	2	4	4	0	0	9	0	0	6	1	2	17	0	2	0	0	0
July	25	1	0	0	0	0	12	0	0	10	2	2	13	0	0	0	0	0
Jun	38	3	1	5	1	3	22	0	0	7	2	0	9	0	0	0	0	0
May	26	1	1	2	0	3	16	0	0	6	0	1	16	0	2	0	0	0
Apr	13	2	0	0	0	0	17	0	0	10	2	0	14	0	0	0	0	0
Mar	20	1	1	3	2	0	19	0	0	16	2	2	29	0	0	3	2	0
Feb	29	0	0	1	0	0	18	0	0	4	0	1	16	0	0	1	0	0
Jan	19	0	0	2	1	0	8	0	0	13	0	12	9	0	0	0	0	0

2021 GRAVE OPENINGS/CLOSINGS
HIGHLAND CEMETERY



2021 CEMETERY SALES
HIGHLAND CEMETERY

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
12											
11											
10											
9											
8											
7											
6											
5											
4											
3											
2											
1											

2021 CEMETERY PRIVATE SALES
HIGHLAND CEMETERY

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
10											
9											
8											
7											
6											
5											
4											
3											
2											
1											



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: John Dean, City Manager
Re: City Manager Monthly Report - August 2021

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. City Manager Report - August 2021



City of Durant

300 West Evergreen St
Durant, OK 74701

September 07, 2021

Mayor Grube and members of the City Council:

August, 2021 City Manager Monthly Report

- Attended Council meeting.
- Conducted staff meetings.
- Attended Chamber of Commerce meeting.
- Attended the Planning Commission and Regional Planning Commission meetings.
- Reviewed applications, conducted interviews and hired a Public Works Director (Philip Hightower).
- Reviewed applications, conducted interviews and hired a Streets Manager (Carl Meade).
- Continued work on Waldron realignment project.
- Continued work on the Unity Arch project.
- Sludge Press project continued.
- Senior Center renovation project continued.
- AMR project continued. Approximately 5,687 (97.6%) have been installed. The large meter crew arrived mid-August.
- Conducted pre-construction meeting on the University Blvd Project. Work will begin the week of October 4, 2021. Work is planned from west to east.
- Conducted pre-bid meeting for the Weather Radar Project.
- Met with representatives from Big Five on the services provided in Durant.
- Upgraded the work order system for public works which increased the ability to monitor progress on tasks and for multiple customer service areas to access the data to enhance customer service inquiries.
- Conferred with the City Attorney on a number of items.
- Dealt with a number of resident issues and concerns.
- Sales Tax collections were up again over the same month last year.
- Dealt with additional COVID-19 positives. We continue to implement precautions within affected departments at this time and not citywide.

Respectfully Submitted,

John R Dean, Jr.

John R. Dean, Jr., City Manager



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Danielle O'Neal
 Director
Re: Community Development Monthly Report - August, 2021

The following and attached is a summary of the various activities worked on by the Community Development Staff during the month of August:

- A Municipal Planning Commission meeting was held in August where six cases were heard. Five of those cases were recommended for approval and were heard at the August City Council meeting. One other case was tabled until the September Planning Commission meeting. For the upcoming September Planning Commission meeting, there are seven items on the agenda. There are several cases that are in various stages of being prepared for Planning Commission and City Council. Staff remains seeing an influx of applications coming in for the Planning Commission and City Council.
- The Regional Planning Commission meeting was held in August, but no action was taken at that meeting. At the regular meeting of the City Council in August, the ordinance for the Regional Planning Commission was repealed; therefore, this Commission has been dissolved.
- The Board of Adjustment did not have a meeting for the month of August. There are three items expected to be heard at the regular meeting scheduled in September.
- Staff research and spoke with someone who is familiar with transitional zoning. Staff is working to put together a committee of a couple of City Council members and Planning Commissioners to further discuss this topic.
- Staff met with several citizens and developers to discuss various projects and/or issues they may have.
- Staff continues working on updates and renewals of licenses within Community Development. Staff continues to work to gain compliance with the various licenses.
- Staff attended a meeting regarding housing, attended a South Central Oklahoma Regional Transportation Planning Organization meeting and attended a couple of different training sessions.
- Staff attended the first class of the 2021-22 Leadership Durant class hosted by the Durant Area Chamber of Commerce.
- Staff continued to work on updating the Comprehensive Plan and Future Land Use Map. Staff also worked with a partner to update the tobacco ordinance to better match current state statutes.
- Staff continues training and working on a lot of different items to help the department improve on all aspects in which will help streamline some processes and make things better for both citizens and staff.
- Staff examined and helped with a few code enforcement concerns.
- Staff remains examining and working through some ordinance or policy issues that we are facing.

Council Information / Action Requested

No action required.

City Staff Information / Action Follow-up, if Council authorizes this action:

None.

ATTACHMENTS:

1. Community Development Monthly Report - August 2021



The City of Durant

Office of Community Development

Monthly Activity Report, August 2021

Community Development Department

1. Permits Issued	50
Building	25
Electrical	10
Plumbing	5
Mechanical	9
Floodplain	1
2. Public Hearings	11
Board of Adjustment	0
Planning Commission	4
City Council	0
Administrative Items (PC & Council)	7

4. Licenses Issued	36
Electrical	4
Plumbing	2
Mechanical	3
Roofing	2
Business (Issued)	7
Business (Pending Payment)	8
Business (Pending Info)	5
Farmers Market	2
Food Truck	3
6. Letters Mailed	145
Public Hearings	145
Other	0

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2021 THRU 8/31/2021
ISSUED DATES: 8/01/2021 THRU 8/31/2021
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	I
032211	8/02/2021	BOWLING, ROCKY	118 E ARKANSAS ST	OWNER	STORM SHELTER PERMIT	I
032212	8/02/2021	TEXOMA MAINTENANCE	3324 ENTERPRISE BLVD	OWNER	HVAC CHANGE OUT PERMIT	I
032213	8/05/2021	TRIBLAL CUSTOM POOLS	4938 CASTELLO DR	OWNER	SWIMMING POOL PERMIT	I
032214	8/06/2021	LEWIS ELECTRIC	1413 SAN ANGELO LN	OWNER	TEMP POLE PERMIT	I
032215	8/10/2021	SAGE ROOFING & CONSTRUCTION	202 CHAPARRAL DR	OWNER	ROOF PERMIT	I
032216	8/10/2021	PARRISH PLUMBING LLC	1020 GAIL FARRELL DR	OWNER	GAS RELEASE	I
032217	8/10/2021	SIGN DEPOT	309 W MAIN ST	OWNER	SIGN PERMIT	I
032218	8/10/2021	CECI BATES CUSTOM HOMES	2721 WILSON ST	OWNER	NEW HOME PERMIT	I
032219	8/10/2021	CECI BATES CUSTOM HOMES	2721 WILSON ST	OWNER	FLOOD PLAIN MANAGEMENT	I
032220	8/10/2021	BLACKBURN HEAT & AIR LLC	2721 WILSON ST	OWNER	NEW MECHANICAL PERMIT	I
032221	8/10/2021	PLYLER CONSTRUCTION CO	2721 WILSON ST	OWNER	NEW ELECTRIC PERMIT	I
032222	8/10/2021	RED RIVER PLUMBING LLC	2721 WILSON ST	OWNER	NEW PLUMBING PERMIT	I
032223	8/10/2021	TRIBAL CUSTOM POOLS	3307 CASTLE COURT	OWNER	SWIMMING POOL PERMIT	I
032224	8/11/2021	SIGN DEPOT	615 N 1ST	OWNER	NEW SIGN PERMITS (2 WALL SI	I
032225	8/12/2021	FUN TIME POOLS	5201 ROADRUNNER DR	OWNER	SWIMMING POOL PERMIT	I
032226	8/12/2021	R&R SIGNS	2010 W MAIN ST	OWNER	NEW SIGN PERMIT	I
032227	8/12/2021	ARIES CONSTRUCTION	1225 FOLSOM RD	OWNER	GARAGE/SHOP PERMIT	I
032228	8/12/2021	LEWIS ELECTRIC	1225 FOLSOM RD	OWNER	NEW ELECTRIC PERMIT	I
032229	8/17/2021	PATEL, NAYANA	2121 W MAIN ST	OWNER	STORAGE SHED	I
032230	8/17/2021	JACKSON'S PLUMBING	701 W LOCUST ST	OWNER	GAS RELEASE	I
032231	8/17/2021	CITY OF DURANT-COM DEV	1327 N 7TH AVE	OWNER	DEMOLITION PERMIT	I
032232	8/17/2021	CITY OF DURANT-COM DEV	701 UNIVERSITY BLVD	OWNER	DEMOLITION PERMIT	I
032233	8/17/2021	THE ORIGINAL TEXOMA ROOFING	410 W LOUISIANA ST	OWNER	ROOF PERMIT	I
032234	8/17/2021	THE ORIGINAL TEXOMA ROOFING	5007 KIMBER LN	OWNER	ROOF PERMIT	I

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 8/01/2021 THRU 8/31/2021

ISSUED DATES: 8/01/2021 THRU 8/31/2021

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	
032235	8/17/2021	JAMISON ELECTRIC	1809 W ELM ST	OWNER	SOLAR PANEL PERMIT	I
032236	8/19/2021	KYLE TUCKER PLUMBING	1119 ROOSEVELT AVE	OWNER	GAS YARD LINE	I
032237	8/19/2021	CRAWFORD ELECTRIC PROPERTIE	1819 CEMETERY RD	OWNER	INSTALL EXIT & EMERG LIGHTI	I
032238	8/20/2021	HAMMILL, JAMES	417 W CEDAR ST	OWNER	METER RELEASE	I
032239	8/20/2021	GROUNDS, GENE	701 UNIVERSITY BLVD	OWNER	DEMO PERMIT	I
032240	8/20/2021	TUCKER PLUMBING CO	118 N 11TH AVE	OWNER	GAS RELEASE	I
032241	8/20/2021	SAGE ROOFING & CONSTRUCTION	719 N 14TH AVE	OWNER	ROOF PERMIT	I
032242	8/23/2021	TEXOMA MAINTENANCE	1206 W EVERGREEN ST	OWNER	HVAC CHANGE OUT	I
032243	8/25/2021	CRAWFORD ELECTRIC PROPERTIE	410 N 4TH AVE	OWNER	SERVICE RELOCATE (RISER)	I
032244	8/26/2021	METRO SIGN	1009 W MAIN ST	OWNER	NEW POLE SIGN PERMIT	I
032245	8/26/2021	METRO SIGN	1009 W MAIN ST	OWNER	NEW WALL SIGN PERMIT	I
032246	8/27/2021	ALL SEASONS CONTRACTING	1317 W ARKANSAS ST	OWNER	ROOF PERMIT	I
032247	8/27/2021	JOHNSON'S HEAT & AIR	8 WALDRON DR	OWNER	INSTALL DUCT WORK	I
032249	8/31/2021	GLOBAL TECHNOLOGIES INC	1615 FOLSOM DR	OWNER	NEW ELECTRIC PERMIT	I
032250	8/31/2021	TEXOMA MAINTENANCE	1323 WACO ST	OWNER	HVAC CHANGE OUT	I
032251	8/31/2021	TEXOMA MAINTENANCE	323 W BEECH ST	OWNER	HVAC CHANGE OUT	I
032252	8/31/2021	TEXOMA MAINTENANCE	1605 WINCHESTER WAY	OWNER	HVAC CHANGE OUT	I
032253	8/31/2021	BAKER PHILLIPS ELECTRIC LLC	24 WALDRON 24D	OWNER	NEW ELECTRIC PERMIT	I
032254	8/31/2021	TURF ROOFING	2010 W ELM ST	OWNER	ROOF PERMIT	I
032255	8/31/2021	THEOREM	515 CARDINAL PKWY	OWNER	REMODEL (CONTAINER BREAKROO	I
032256	8/31/2021	TEXOMA MAINTENANCE	515 CARDINAL PKWY	OWNER	NEW MECHANICAL PERMIT	I
032257	8/31/2021	CRAWFORD ELECTRIC PROPERTIE	515 CARDINAL PKWY	OWNER	NEW ELECTRIC PERMIT	I
032258	8/31/2021	THEOREM	1825 W UNIVERSITY BLVD	OWNER	REMODEL PERMIT	I
032259	8/31/2021	TEXOMA MAINTENANCE	1825 W UNIVERSITY BLVD	OWNER	NEW MECHANICAL PERMIT	I

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2021 THRU 8/31/2021
ISSUED DATES: 8/01/2021 THRU 8/31/2021
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	I

032260	8/31/2021	LYONS, JACKEY REX	1825 W UNIVERSITY BLVD	OWNER	NEW ELECTRIC PERMIT	I
*** TOTALS ***		NUMBER OF PROJECTS:	49	VALUATION:	1,245,584.90	FEEES:

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2021 THRU 8/31/2021
ISSUED DATES: 8/01/2021 THRU 8/31/2021
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLDG - NEW BUILDING PERMIT	24	1,244,570.90	5,075.25
ELEC - NEW ELECTRIC PERMIT	10	1,000.00	897.60
FPM - FLOOD PLAIN MANAGEMENT	1	0.00	104.00
MECH - NEW MECHANICAL PERMIT	9	9.00	793.60
PLUMB - NEW PLUMBING PERMIT	5	5.00	502.25
*** TOTALS ***	49	1,245,584.90	7,372.70

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2021 THRU 8/31/2021
ISSUED DATES: 8/01/2021 THRU 8/31/2021
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION
ACCS - SIGNS/ACCESSORY STRUCTURES	16	16	180,669.90
CA - COMMERCIAL ALTERATION	14	14	376,008.00
DEMO - DEMOLITION	3	3	38,400.00
SFR - SINGLE FAMILY RESIDENTIAL	6	6	638,002.00
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	10	10	12,505.00
*** TOTALS ***	49	49	1,245,584.90

SELECTION CRITERIA

REPORT SELECTION

PROJECT RANGE FROM: 0 THROUGH ZZZZZZZZZZ
PROJECT STATUS: All
CONTRACTOR: All
PROJECT TYPE: All
SEGMENT: All
VALUATION RANGE FROM: 0.00 THROUGH 999,999,999.99

PROJECT DATES

APPLIED RANGE FROM: 08/01/2021 THROUGH 08/31/2021
ISSUED RANGE FROM: 08/01/2021 THROUGH 08/31/2021
USE SEGMENT DATES: NO
EXPIRE RANGE FROM: 00/00/0000 THROUGH 99/99/9999
USE SEGMENT DATES: NO

PRINT OPTIONS

TOTALS ONLY: NO
INCLUDE SEGMENTS: NO
COMMENT CODES: None

*** END OF REPORT ***



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Economic Development Director Monthly Report - August 2021

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. September 2021 Report

Monthly Economic Development Report

August 2021

To: Mayor and Council Members

From: Lisa Taylor, Director

Date: September 1, 2021

During the previous month, I conducted the following activities:

- Attended the following meetings: DIA, City Council, Planning Commission, Ward, Destination Durant, Select Oklahoma, Community Development Council Board Meeting, Business Retention & Expansion International Education Committee, Durant Area Chamber of Commerce Board Meeting, Manufacturing Committee, Economic Development Council. Prepared agendas and/ or related documents for the following meetings: DIA Meeting, City Council Meeting.
- Conducted site visits and/ or other recruitment activities: housing developers, hotel investor, retail developers. Followed up on connections made at the EAA Airventure Show (Oshkosh). Currently have four prospects for the Durant Airport (two manufacturers, one service business, and one tourism attraction).
- Activities related to real estate acquisition: Closed on purchase of Dodd property. Met with local company representative to gauge interest in property. Hired Cole Cragie to clean Hillcrest property (cleanup is complete and contractor has been paid). Posted bid opportunity for cleanup of West Industrial Park Property.
- Conducted regular posting activities on DIA Facebook page and website, with assistance of the City of Durant's public information officer.
- Conducted calls with Retail Strategies, Marketing Alliance and New Growth Group.
- Worked with SOSU, Kiamichi Technology Center, Durant Area Chamber of Commerce, Imagine Durant, Durant Main Street, etc. to develop project ideas/ plans for grant proposals.
- Worked on DIA documents (contracts, funding documents, property records, etc.)
- Worked with Marketing Alliance to gather information for workforce recruitment campaign. Campaign has been launched.



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Ken Eppler, Director
Re: Emergency Management Monthly Report - August 2021

Monthly EM Report August 2021

Council Information / Action Requested

Information Only, No Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

Information Only, No Action Requested

ATTACHMENTS:

1. Monthly EM Report August 2021



TO: Mayor, City Council

FROM: Kenneth Eppler, Emergency Management Director

DATE: August 1, 2021

SUBJECT: Monthly Report for August 2021

We received Q3 payment request for the 2021 EMPG on August 9th 2021.

We applied for the 2021-2022 Emergency Management Performance Grant and were awarded \$40,000 to be paid quarterly in the upcoming State fiscal year starting October, 2021.

We were unable to perform the Monthly Outdoor Warning Siren Test for August due to cloudy weather on each Thursday. Computerized polling of the sirens show that all are functioning properly.

August 2- Deputy Director attended Pre-Agenda meeting at City Hall. Moved furniture in EOC.

August 3- Worked on monthly reports. Worked on construction priorities for warehouse and EOC.

August 4- Carpeting installed at EOC. Worked on video system at EOC.

August 5- Worked on warehouse. Worked on 2021-2022 EMPG application. Performed monthly outdoor warning siren test. 2 sirens failed the test due to weak batteries. They have both been repaired. Carpeting in EOC completed.

August 6- Worked on EMPG application. Picked up generator from SOSU.

August 7- Saturday- Deputy Director represented Durant EM at the Bryan County Turning Point Coalition Back To School Bash. Signed people up for weather alerts and storm shelter registrations. Distributed cloth masks to children and families.

August 9- Met with HVAC contractor regarding quotes for EOC and warehouse. Worked on installation of sanitizer solution machine.

August 10- Met with plumber regarding EOC and warehouse plumbing. Worked on EMPG application. Attended monthly City Council Meeting.

August 11- Met with Red Cross rep-representative. Met with OSDH administrator and OSDH Local Emergency Response Coordinator. Attended virtual applicants briefing for Disaster DR-4587 (Winter Storm). Worked on radar RFP.

August 12- Sent Request for Proposals (RFP) to identified radar vendors. Attended Post Agenda Meeting at City Hall.

August 13- Replied to vendor inquiries regarding radar proposal. Ran generators and equipment. Worked on siren.

August 16- Worked on radar project. Worked on siren. Worked on sanitizer solution maker installation.

August 17- Worked on radar project. Worked on warehouse. Participated in southwest EM Communication Drill.

August 18- Worked on radar project. Worked on sanitizer solution maker installation.

August 19- Attended COVID Task Force meeting. Participated in radar vendor Question and Answer meeting at City Hall. Participated in Statewide WebEoc Drill.

August 20- Provided message board for assistance with traffic from accident on Hwy 69/75. Worked on sirens.

August 23- Attended virtual meeting with FEMA Program Delivery Manager (PDMG) regarding DR-4587, winter storm damage reimbursement. Worked on sirens.

August 24- Worked on radar RFP addendum. Attended virtual OEM COVID-19 Situation Briefing. Met with VYVE regarding fiber installation at EOC. Moved lightning detector from swimming pool to soccer fields at the Sports Complex.

August 26- Deputy Director attended COVID-19 Task Force meeting. Investigated Solid Waste truck accident.

August 27- Worked on Siren. Contacted LSU Monroe about radar. Met with fencing contractor regarding fencing for warehouse. .

August 29- Participated in OEM webinar regarding changes to the 2021-2022 EMPG grant program.

August 30- Ran generators and equipment. Worked on reports.

August 31- Deputy Director attended standoff incident debriefing at the Police Department.

Kenneth Eppler, Director



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Financial Reports - July 2021

July 2021 Financial Reports and August 2021 Sales Tax Report

Council Information / Action Requested

Information Only

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. July 2021 General Fund (001) Revenue & Expense Report
2. July 2021 CI REV and Expenses
3. July 2021 DCUA Revenue & Expense Report
4. August 2021 Sales Tax Breakdown
5. August 2021 Sales Tax 10-Y Report

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
JULY 2021 - 08.33% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY20/21 Budget	% of Budget Y-T-D
Sales Tax (2%)	822,930	822,930	8,151,840	10.10%
Use Tax	202,799	202,799	1,728,000	11.74%
Alcoholic Beverage Tax	17,351	17,351	200,000	8.68%
Tobacco Excise Tax	15,157	15,157	180,000	8.42%
Telephone Franchise Tax	694	694	13,500	5.14%
Electric Service Franchise Tax	92,813	92,813	860,000	10.79%
Natural Gas Franchise Tax	3,831	3,831	60,000	6.38%
Cable TV Service Franchise Tax	-	-	71,000	0.00%
Vehicle Tax	12,516	12,516	131,000	9.55%
Gasoline Excise Tax	3,038	3,038	40,000	7.60%
Licenses - All Types	8,650	8,650	151,000	5.73%
Permits - All Types	37,568	37,568	277,500	13.54%
Swimming Pool Revenues	29,833	29,833	68,750	43.39%
Library Café Revenues	108	108	2,500	4.32%
Charges For Services	629	629	33,850	1.86%
Police Bonds & Fines	45,597	45,597	434,000	10.51%
Interest Earnings	1,569	1,569	18,000	8.72%
Proceeds From Sale of Assets	-	-	-	#DIV/0!
Grant Revenues	-	-	86,275	0.00%
Miscellaneous Revenues	14,296	14,296	139,250	10.27%
Sub-Total Revenues	1,309,376	1,309,378	12,646,465	10.35%
Transfer from Emp Insurance	-	-	107,500	
Transfer from Utility Authority	279,605	279,605	4,355,261	6.42%
Transfer from CDBG Fund (Reimb)	-	-	-	
Transfer From DCFA Reimbur	98,548	98,548.0	320,912	
	378,153	378,153	4,783,673	7.91%
USE OF FUND BALANCE			3,500,000	
Total Revenues & Other Financing Sources	1,687,529	1,687,531	20,930,138	8.06%
Department:	This Period	Year-To-Date	Current FY20/21 Budget	% of Budget Y-T-D
City Administration	58,489	58,489	693,428	8.43%
City Clerk	5,053	5,053	159,371	3.17%
City Treasurer	30,494	30,494	357,289	8.53%
Legal Services - Attorney	-	-	238,050	0.00%
Law Enforcement - Police Dept	431,235	431,235	5,460,073	7.90%
Neighborhood Services	31,991	31,991	341,419	9.37%
Fire Dept	270,199	270,199	3,669,688	7.36%
Parks, Rec & General Services	50,687	50,687	960,690	5.28%
Swimming Pool	43,400	43,400	152,812	28.40%
Municipal Court	8,486	8,486	169,864	5.00%
Community Development	21,397	21,397	343,257	6.23%
Public Library	45,963	45,963	675,235	6.81%
Street Department	89,409	89,409	3,667,296	2.44%
Economic Development	10,001	10,001	184,831	5.41%
Civil Emergency Management	26,441	26,441	327,479	8.07%
General Government	49,671	49,671	769,185	6.46%
City Garage	13,828	13,828	348,789	3.96%
Senior Citizens Center	5,072	5,072	115,977	4.37%
Sub-Total Operating Expenditures	1,191,816	1,191,816	18,634,734	6.40%
Other Financing Uses:				
P. TRSF to I.T. service Fund	-	-	-	
Transfer to Insurance Cash Fund	138,612	138,612	138,612	100.00%
Transfer to Airport Authority	15,786	15,786	189,431	8.33%
Transfer to 911 Tax Fund	45,905	45,905	550,860	8.33%
Transfer to DMSC Fund	26,743	26,743	320,912	8.33%
Transfer to Capital Impr. Fund	83,333	83,333	1,000,000	8.33%
Transfer to Cemetery Operations Fund	7,966	7,966	95,590	8.33%
Sub-Total Transfers Out	318,345	318,345	2,295,405	13.87%
Total Expenditures & Other Financing Sources	1,510,160	1,510,161	20,930,139	7.22%
Net Gain / (Loss) - Excluding Balance Forward	177,369	177,370	(0)	

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report JULY 31, 2021

Revenue Type:	This Period	Year-To-Date	Current FY21/22 Budget
Interest Earnings	834	834	5,000
Miscellaneous	5,114	5,114	-
CCPF Donation	-	-	-
FAA Grant	-	-	-
ODOT Streetscape V Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	-
OWBR Loan Proceeds	-	-	-
Grant-2019 BOR-WEEG	-	-	-
Grant-2018 BOR-SWEP	-	-	-
FY17 Land and Water Grant CA Park	-	-	-
OEM/911 MNGMNT AUTH GRANT	138,388	138,388	-
EDA 08-01-05284 WWTP IMP 69%	913,180	913,180	-
County Fire Tax Fund	-	-	-
Sub-Total Revenues	1,057,517	1,057,517	5,000
TRSF From General Fund	83,333	83,333	-
TRSF From 1% S.T. Rev. Fun	118,051	118,051	1,416,612
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	-	-	1,000,000
TRSF FR DCUASF 12-STRN 210	-	-	-
Transfer from UA 2020 STRN 210-052	-	-	-
Transfer from 2020 CWSRF 210-053	-	-	-
Equipment Financing	-	-	-
TRSF From DCFA Fund-Misc	-	-	-
Sub-Total Transfers In	201,384	201,384	2,416,612
Balance Forward from FY20 (Unaudited)			-
Total Revenue & Other Financing Sources	1,258,901	1,258,901	2,421,612

Expenditure Type:	This Period	Year-To-Date	Current FY21/22 Budget
Law Enforcement - Police Dept	-	-	237,455
Animal Control	-	-	25,000
Communication Ctr.	-	-	174,750
Fire Dept	-	-	140,000
Parks, Rec, & Gen Services	-	-	117,000
Community Development	-	-	25,000
Street	-	-	403,000
Economic Development	-	-	-
Civil Emergency Management	5,755	5,755	25,000
General Government	36,754	36,754	371,215
Information Technology	-	-	-
City Garage	-	-	70,000
Senior Cityzens Center	-	-	-
Public Works Administration	-	-	33,192
Water / Sewer Line Maintenance	-	-	43,000
Water Treatment Plant	-	-	245,000
Wastewater Treatment Plant	-	-	18,000
Collection-Solid Waste	-	-	50,000
Disposal- Solid Waste	399,706	399,706	400,000
Eaker Field Airport	30,650	30,650	44,000
Sub-Total Expenditures	472,864	472,864	2,421,612
Sub-total of Transfer Expenses	-	-	-
Total Expenses	472,864	472,864	2,421,612
2020 U.S.S.T.R.N. Exp.	-	-	-
2020 CWSRF Exp.	-	-	-
Total Fund Expenditures	472,864	472,864	2,421,612
Net Gain / (Loss) - Excluding Balance Forward	786,037	786,037	-

City of Durant, Oklahoma
Durant City Utilities Authority Fund 405 - Unaudited

Monthly Revenue and Expense Report
JULY 2021 - 08.33% of Fiscal Year Lapsed

	% of			
	Current			
Revenue Type:	This Period	Year-To-Date	FY 20/21 Budget	Budget Y-T-I-
Licenses and Permits	1,223	1,223	40,000	3.06%
Laboratory Test Performed	1,163	1,163	25,000	4.65%
Water Service - City-Wide	247,046	247,046	3,280,000	7.53%
Water Sales - RW Dist. #2	3,034	3,034	37,000	8.20%
Water Sales - RW Dist. #5	108,618	108,618	1,135,000	9.57%
Sewer Service Fees	177,048	177,048	2,900,000	6.11%
Sewer Excessive Strength Fees	14,627	14,627	100,000	0.00%
Sanitation Service Fees	268,840	268,840	3,200,000	8.40%
Sanitation - Roll off Bins Revenue	79,783	79,783	1,008,000	7.92%
Sanitation - Compactor Revenue	28,500	28,500	280,000	10.18%
Landfill Gate Fees (excluding Xfer ST.)	22,807	22,807	854,000	2.67%
Transfer Station Fees Revenue	3,925	3,925	350,000	1.12%
Interest Earnings	1,082	1,082	13,500	8.02%
Agri. Lease Revenue	-	-	3,500	0.00%
Late Payment Penalties	8,619	8,619	105,000	8.21%
Non Payment Fee	9,763	9,763	125,000	7.81%
Bad Debt Collect Fees Revenue	213	213	19,980	1.07%
Water Tower Lease	1,595	1,595	10,500	15.19%
DCUA Service Initiation Fee	2,225	2,225	28,000	7.95%
Tap Fees: Water & Sewer	12,171	12,171	120,000	10.14%
Recyclable Products SW Dis.	1,462	1,462	18,000	8.12%
Interest Earnings in 2007 USSTRN Proj. Acct.	22	22	-	0.00%
Miscellaneous Revenues	960	960	6,000	16.00%
2020 Airport Tank Principal Pymt	1,773	1,773	21,303	8.32%
2020 Airport Tank Interest Pymt	67	67	775	8.59%
2020 LED Proj. Principal FM GF	4,297	4,297	51,617	8.32%
2020 LED Proj. Interest FM GF	32	32	330	9.80%
Trans from emp insurance 005	-	-	13,750	0.00%
OMAG Safety Grant	-	-	-	-
Sub-Total Operating Revenues	1,000,894	1,000,894	13,746,255	7.28%

USE OF FUND BALANCE

Total Revenues & Other Financing Sources	1,000,894	1,000,894	13,746,255	7.28%
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Expense Type:	This Period	Year-To-Date	Current	
			FY 20/21 Budget	
Public Works Administration	23,306	23,306	462,360	5.04%
Utility Billing	37,109	37,109	589,872	6.29%
Water/Sewer Line Maintenance	64,766	64,766	1,155,574	5.60%
Water Treatment Plant	102,376	102,376	1,214,127	8.43%
Wastewater Treatment Plant	67,198	67,198	1,000,399	6.72%
Solid Waste - Collections	76,687	76,687	1,056,058	7.26%
Utility General Administration	43,601	43,601	1,751,475	2.49%
Lake Durant	2,703	2,703	45,850	5.90%
Solid Waste - Disposals	85,277	85,277	1,720,447	4.96%
Sub-Total Operating Expenses	503,023	503,023	8,996,161	5.59%
Transfer to Insurance Cash Fund	234,304	234,304	234,304	100.00%
Transfer to I.T. service Fund 010	-	-	-	0.00%
Transfer to General Fund	279,605	279,605	4,355,261	6.42%
Transfer 2007 USSTRN To CI Fund 015	-	-	-	-
Transfer to Airport Authority	13,377	13,377	160,529	8.33%
Sub-Total Transfer Expenses	527,287	527,287	4,750,094	11.10%

Reserve - Contingency

Reserve for Payroll

DCUA Fund Expense & Transfer Totals:	527,287	527,287	4,750,094	
Total Fund Expenses & Transfers	1,030,310	1,030,310	13,746,255	7.50%
Net Gain / (Loss) - Excluding Balance Forward	(29,416)	(29,416)	(0)	

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (e	\$101,380.41
1/4% Multi-Sports Facilities (eff	\$101,380.41
1/4% SOSU Improvements (effe	\$101,380.41
1% Capital Improvements (effect	\$405,521.66
2% General Operations	\$811,043.32
5/8% DISD Improvements (effec	\$253,451.04
Total Sales Tax Rev. Aug. 2021	\$1,774,157.25

City of Durant, Oklahoma Ten-Year History Report - 1% Sales Tax Revenue

	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	% Change	Single Month Period
July	\$264,561	\$280,589	\$274,992	\$285,723	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	9.30%	June / July
August	\$270,982	\$274,864	\$192,988	\$301,211	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522	9.23%	July / Aug.
September	\$265,390	\$280,800	\$387,003	\$310,412	\$292,744	\$298,291	\$309,656	340,005	375,103			Aug. / Sept.
October	\$261,089	\$264,719	\$277,693	\$292,477	\$295,814	\$313,960	\$305,445	329,146	359,331			Sept. / Oct.
November	\$225,334	\$259,486	\$279,266	\$263,753	\$305,225	\$317,104	\$292,323	322,363	360,649			Oct. / Nov.
December	\$251,426	\$244,334	\$273,374	\$280,961	\$282,558	\$287,917	\$302,025	336,928	342,145			Nov. / Dec.
January	\$257,713	\$272,680	\$287,156	\$303,941	\$316,625	\$319,265	\$319,947	331,582	348,969			Dec. / Jan.
February	\$271,834	\$285,667	\$293,872	\$282,081	\$304,006	\$314,369	\$300,025	340,113	351,684			Jan. / Feb.
March	\$253,498	\$252,598	\$265,962	\$255,710	\$278,891	\$281,267	\$275,318	295,098	347,403			Feb. / March
April	\$252,569	\$261,938	\$271,232	\$290,669	\$305,276	\$313,062	\$299,350	328,110	333,643			March / Aprl.
May	\$261,496	\$273,004	\$290,750	\$286,450	\$317,742	\$325,558	\$332,701	331,431	439,672			Aprl. / May
June	\$276,146	\$280,815	\$283,656	\$277,462	\$298,475	\$286,097	\$318,281	\$332,952	\$428,168			May / June
Total	\$3,112,039	\$3,231,494	\$3,377,943	\$3,430,849	\$3,594,364	\$3,699,166	\$3,708,275	\$3,962,165	\$4,434,490	\$816,987		8,868,979.72
FY Monthly Average	\$259,337	\$269,291	\$281,495	\$285,904	\$299,530	\$308,264	\$309,023	\$330,180	\$369,541	\$408,493		
% change from prior yr.	2.24%	3.84%	4.53%	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	11.60%		
\$ change from prior yr.	\$68,136	\$119,454	\$146,449	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	468,302		

Current Month Sales Tax Revenue Detail

1/4% Economic Development (effective 12/1/20)	\$101,380.41	
1/4% Multi-Sports Facilities (effective 12/1/20)	\$101,380.41	
1/4% SOSU Improvements (effective 12/1/20)	\$101,380.41	
1% Capital Improvements (effective 12/1/20)	\$405,521.66	
2% General Operations	\$811,043.32	
5/8% DISD Improvements (effective 12/1/20)	\$253,451.04	
Total Sales Tax Rev. Aug. 2021 @ 4.375%	\$1,774,157.25	
* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)		

Use Tax	\$34,113.57	\$287,564.61
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1% Sales Tax - Current Annual Growth

Previous 12 - Month Period	Current 12 - Month Period	% Change
\$4,035,451	\$4,503,754	11.60%



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Jeff Langford, Fire Chief
Re: Fire Department Monthly Report - August 2021

Fire Department Monthly Report - August 2021

Council Information / Action Requested

Information Only

City Staff Information / Action Follow-up, if Council authorizes this action:

N/A

ATTACHMENTS:

1. Aug. 2021 Monthly Report to council



Durant Fire Department

Monthly Report

August 2021

Type of Response	Month	Year to Date	
	August	2020	2021
Fires & Fire Related Calls	22	123	143
Rescue (MVC's) & Medical Calls	189	531	1002
Hazardous Condition (No Fire)	6	54	55
Service Calls	10	30	40
Good Intent Calls	15	134	140
False Alarm & False Calls	15	77	58
Special Incident Type	0	4	5
Total Responses	257	953	1443

Type of Service Performed	Month	Year to Date	
	August	2020	2021
Permits	14	223	130
Inspections	60	361	371
Plans Review	8	123	129
Smoke Alarm Installed	1	5	6
Public Education	1	0	5
Fire Investigations	1	27	19
Pre-Fire Plans	0	5	8
Total Services	85	744	668

Comments :

Training August 2021

Week 1: Swift Water Rescue Equipment Refresh

Week 2: Equipment repair, New hire interviews, Station Repair

Week 3: Swift Water Rescue Boat Ops

Week 4: Fill the Boot Campaign

Attended a meeting with Renea Beezly from the American Red Cross to discuss a partnership with them for a fall smoke detector campaign.

Scheduled visit time and date with NWH & WI elementary schools for fire prevention month in October.

Met with the purchasing committee to start the process of picking out a new Brush apparatus

Conducted interviews with applicants to create a list of potential new hires for replacements of the upcoming retirements of employees



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Grants Department Monthly Report - August 2021

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Grants Dept Report August 2021

YEAR	GRANT AGENCY	GRANT PROGRAM	PROJECT DESCRIPTION	STATUS	GRANT COMPLETE	ACTIVE PROJECT	PENDING AWARDS
2018	Bureau of Reclamation	WaterSMART - SWEP	300 Automatic Meter AMR Units	Complete 5-21; Funds rcvd	34,914.99		
2019	Bureau of Reclamation	WaterSMART - WEEG	City-Wide AMR Units & System (Announcement late summer)	Project over 90% complete; partial funds rcvd		1,500,000	
2018	FEMA-Homeland Security -AFG	Assistance to Firefighters	95 FT 1550 GPM Aerial	Aerial purchased Fall 2019	952,380		
2020	FEMA-Homeland Security -AFG	Assistance to Firefighters	SCBAs (17 units)	Pending Award			175,979
2015	OK Dept of Transportation	Streetscape V	Downtown sidewalk enhancements - 4th & Evergreen	Completing ODOT documentation		399,968	
2017	ODOC / CDBG	Small Cities	Market Square Improvements	Closed Summer 2020	17,635		
2020	State of OK - CARES Forward	CARES Act Funding	COVID Related Expenditures & Public Safety Personnel Costs	Complete Fall 2020	1,439,319		
2020	FAA	CARES Act Funding	Install Windcone @ airport	Awarded 2020. Complete	23,020		
2021	FAA	CARES Act Funding	CRRSA - Personnel costs	Awarded April 2021		23,000	
2020	ODOC / CDBG	Small Cities	SCADA Project	Awarded 9-2020; Project implementation		152,222	
2020	ODOC / CDBG	CARES Act Funding	Residential Utility Assistance	Awarded April 1, 2021; Assisted 20 customers & 63 individuals thru 7.31.21		638,300	
2020	OK Emergency Mgmt 9-1-1	CAD Project	CAD System for Durant Communications Center	Awarded 3-2020; Project almost complete.		195,433	
2020	OK Emergency Mgmt 9-1-1	GIS System Project	GIS Addressing	Awarded 9-2019; Project almost complete		79,000	
2016	ODOC / CDBG-ED	Econ Dev Infrastructure	Commercial Metals Company	Closed June 2021	972,303		
2017	ODOC / CDBG-ED	Econ Dev Infrastructure	SteelFab, Inc.	Closed April 2021	999,021		
2019	ODOC / CDBG-ED	Econ Dev Infrastructure	Tubacex Durant, Inc.	Const Complete; job tracking		939,366	
2019	Office of Justice	Bulletproof Vests Partnership	Vests (11 @ \$800)	Project extended to 11.1.21		3,819	
2021	US Dept of Justice	Bulletproof Vests	15 vests	Applied 6-14-21			12,000
2018	OK Tourism / Trails	Recreational Trail	1400 LF multi-purpose trail: connecting to Rails to Trails	Award: Dec 21 2018; Design with Rails To Trails		240,000	
2016	OK Tourism / LWCF	Outdoor Recreation	Carl Albert Park	Complete 12-2020; Funds rcvd	182,900		
2020	OMAG	Public Safety Grant	Confined Space Safety Equip	Purchasing		3,000	
2021	OMAG	Public Safety Grant	Sanitary Sewer Overflow Prevention	Project issues. OMAG approved for project to end.		5,000	
2016	Federal Highway / ODOT	Transp. Alternative-TAP	Rails to Trails	Design; ODOT approval		396,630	
2018	Nancy Lieberman Charities	Dream Court	Additional funding for youth programming efforts	Complete Feb 2021	5,000		
2018	US Dept of Commerce	EDA - Infrastructure	Wastewater Treatment Plant	Construct. near completion		1,500,000	
2021	FAA, Texoma Health, ARPA \$	Aviation, Sr Center, Infrastructure	Various projects	New awards & Apps being developed			
TOTALS					4,626,492	6,075,738	187,979



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Kari Jones, Supervisor
Re: Human Resources Report- August 2021

Staffing info for August 2021:

6 Terminations (5 Full- time, 1 Temporary)
12 New Hires (11 Full-time, 1 Temporary)

248 Total Employees as of August 31, 2021.
(212 Full-time, 7 Part-time, 29 Temporary)

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. August HR Report, Council



THE CITY OF DURANT

Administration/ Human Resources

Date: 09/07/2021

To: Mayor and City Council

From: Human Resources

Re: HR Report, August 2021

Staffing info for August 2021:

6 Terminations (5 Full- time, 1 Temporary)
12 New Hires (11 Full-time, 1 Temporary)

248 Total Employees as of August 31, 2021.
(212 Full-time, 7 Part-time, 29 Temporary)



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Robbee Tonubbee, Director
Re: Library Monthly Report - August 2021

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Library Monthly report Aug2021

Donald W Reynolds Community Center & Library

August 2021

Statistical Report

Attendance monthly total ----Main Library----- 3,717

We were open 26 days this month.

Attendance daily average ----- 142

Circulation monthly (physical units)----- 4,251

Circulation average daily ----- 163

Computer usage total ----- 487

Computer users average daily----- 19

Computer usage average time----- 37 min

Computer guest passes----- 170

Computer guest passes average daily----- 6

New Library card holders----- 112

Materials donated ----- 2053

(112 put in collection)

Statistics

Attendance: The attendance is slowly getting back to “normal.” The attendance that is counted is for those coming through the gates, into the library so it does not reflect those coming to the community center.

Revenue : \$2890.58 for August. The room revenue was \$725 in August with payments for a wedding Labor Day weekend and a meeting in the theater for the Texoma Board of Realtors in late August.

Revenue breakdown: \$400 in copies, \$175 in faxes, \$524 in fines, \$340 in lost items, \$66 in replacement cards, \$75 in out-of-county memberships, \$72 in laminating, \$17 in donations, & \$492 from the public printer/copier coin-op.

There was a variety of community events this month: Chess sessions on Saturdays, two blood drives, a city ward meeting, an Educational Instruction & Leadership meeting for SE, Medicare informational meeting, RPM Staffing bus in the parking lot, and the FOL hosted a sewing party for kids’ book pillows.

What’s Happened

- The “Very Hungry Reader” food program resumed evening meals and snacks (M-F from 4:00pm to 6:00pm, ending on Fridays at 5:00 due to going back to regular hours) w/a total of **619** for the month with an average of **28** meals per day.

-The library hosted court-ordered mediations, literacy sessions, GED classes in the computer lab through the Ardmore Adult Ed. Center, & a nutrition class through the OSU Extension office.

Community Engagement/FOL

- The library has been extended as an evening food site through through May 2022. These meals and snacks are provided by the Oklahoma Food Bank program and are a part of the library's "Very Hungry Reader" program. The meals are picked up in the drive thru and are available from 4:00-6:00pm weekdays, Fridays 4-5.
- The library has received a Health Literacy grant and will begin health/fitness related projects in September. Sarah Hoffman will start off with Yoga & Zumba classes beginning in September, evenings in the theater. Other programs to follow include: self-defense classes, healthy cooking classes, and diabetes education classes.
- The library programs for non-school-aged children started back up in August along with a new "Baby Lap Sit" program. The lap sit had one family attend one day and the story time had 3 programs with one family attending each time. School – aged children's programs begin in September with a special county fair themed program on 9/2 by Ms. Tommie from the OSU Extension office. Then the next week the Lego Club (Tuesdays at 3:30), The Lounge for Teens (Wednesdays at 3:30/4:00), and After School Program (Thursdays at 3:30) begin in the library's Story Room. These programs meet from September to April when Durant Public Schools is in session. Special holiday programs are done for all kiddos for Christmas and Spring Break and take place in the library's theater.

Projects

- The library's grounds were cleared out, removing the dead shrubbery and trees this month. The plan will be to let many areas "return to grass" and then in the fall plant trees behind the benches throughout the property. The grounds look amazing with all the dead items gone and the rose bushes and other trees flowering. It is currently in a "grow and fill in" stage for the next year so bear with us as we try to get our grass to fill in the lawn.
- The library was approved to move on to the engineering for the Library Park which will begin, tentatively, in August. This project is being funded by the Pendleton donation. The contract for engineering is ready to be implemented with the theorem company and Shane Knight.
- The library will house the covid relief grant program, Utility Billing Assistance Program, to help City of Durant utility customers with their bills. This program will help citizens needing help with their water bills for the next two years.
- The library has scheduled the windows to be cleaned in early September by a local worker, Matthew. The lower level of outdoor windows will be cleaned then scheduled on a quarterly basis.

Library Promotion

Library Website – www.donaldwreynolds.okpls.org

Donald W Reynolds & Donald W Reynolds Friends of the Library- FACEBOOK FOR PHOTOS AND INFORMATION

<http://www.facebook.com/home.php?#!/rlwpubliclibrary>

"Check it out at the Library" - weekly column with the Sunday edition of the Durant Daily Democrat. *Currently on hold.*



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Marc Hall, Neighborhood Services
Re: Neighborhood Services Monthly Reports - August 2021

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Animal Control Daily Log 2021 (Fulton) - Aug 2021
2. Animal Control Daily Log 2021 (Page) - Aug 2021
3. Code Enforcement Daily Log 2021 (Jackson) - Aug 2021
4. Neighborhood Services Monthly Permit Report - Aug 2021
5. Tickets & Warnings By Neighborhood Services - Aug 2021
6. Code Enforcement Daily Log 2021 (Adams) - Aug 2021

City of Durant

Neighborhood Services

Daily Animal Control Log (Fulton)

August-2021

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials
8/2	318 W Locust	Abandoned dogs; PD had been @ residence 8/1	UTC Owner; Family member located & released dogs to AC; F/U w/ CE- house health hazard	NO- will if able	KF
	416 S 4th	Raccoon trapped	P/U	N/A	KF
	802 Washington St	Citizen caught a dog @ large; Asked PD to file with AC	Unable to contact reporting party; left message; will call again	N/A	KF
	Loneoak St	LOST dog	Recorded	N/A	KF
	822 W Elm	CE requested contact be made; dog was let @ large	House is condemned; owner was advised to take dogs elsewhere w/in 24 hours	VW	KF
	210 Locust	Chicken @ large	UTL; will patrol	N/A	KF
	120 W Mississippi	LOST dog	Recorded	N/A	KF
	613 Liberty Ln	FOUND kitten	Recorded; citizen wanted to keep kitten until owners found	N/A	KF
	Rocket Park	Dog hit by a car	Picked up; deceased	N/A	KF
	903 Parkland Dr	Dog keeps wandering up into yard; citizen wants to find owner	UTL; will patrol	N/A	KF
	RV Park @ Choctaw	LOST dog	Recorded	N/A	KF
	1424 Maple	Citizen requesting contact; welfare concern	Spoke to citizen; dog lives @ 700 N 15th	N/A	KF
	700 N 15th	Dog @ large; NO water; 98*; apparent heat exhaustion	Dog put in truck to cool down; Owner eventually contacted; Very combative; dog released	2	KF
	High Meadow Apartments 7107	Barking; disturbing the peace	Spoke w/ complainants; UTC owner of dogs; Left DT: spoke to office; Will F/U	DT	KF
	2731 Cale Switch	LOST dog	Recorded	N/A	KF
	1214 W Texas	Dog @ large	Spoke to owner; verbal warning	VW	KF
	Sawmill Road	LOST dog	Recorded	N/A	KF
8/3/21	High Meadows Apartments 16107	Citizen complaint; barking disturbing the peace	Spoke to complainant will F/U	N/A	KF
	Durant Nutrition Center	Dog @ large; trying to come into business	Dog P/U; owner claimed dog @ shelter; VW for D@L	VW	KF
8/4/21	High Meadows Apartments 16108	F/U complaint; barking disturbing the peace	Contact made w/ owners; Will take care of it; verbal warning	VW	KF
	1013 W Louisiana	Dead opossum in alleyway	UTL opossum; UTC complainant	N/A	KF
	Kiersey Rd	FOUND 2 puppies	Recorded; Citizen wanted to rescue puppies if owner not found	N/A	KF
	1414 Wendell	CE advised chickens @ large	UTL; will patrol	N/A	KF
	Gates Trailer Park D49	Cat abandoned	Spoke to complainant; UTL cat; will F/U	N/A	KF
	S 9th X Louisiana	2 Pedestrians w/ 2 dogs; no leashes; welfare check	Warnings for no leashes; They were given donated leashes	VW	KF
	106 Poplar	F/U chicken welfare; too many chickens	Owner has gotten numbers down to reasonable; 24 hr notice to move remaining	VW	KF
	826 Parkland Dr	Condemned house; 8 dogs; 1 pig	Adult dogs taken to another residence; 5 puppies surrendered; pig rehomed	VW	KF
	N 3rd X Locust	Black dog @ large	UTL; extra patrol	VW	KF
	N 2nd X Elm	2 dogs @ large; killed a chicken	UTL; Heavy patrol; chicken P/U	N/A	KF
	1124 S 9th	Citizen complaint; dog waste	Will speak to the neighbors; try to locate offending pet	N/A	KF
8/5/21	S 7th X Tennessee	Dog @ large	UTC; called away for emergency; extra patrol	N/A	KF
	Boys & Girls Club	2 Dogs @ large chasing children	Advised dogs were spotted an hour earlier; no children outside at this time; UTL; X patrol	N/A	KF
	1410 Wendell Dr	Chickens @ large	70-80 chickens found on property; Adv get down to only a few; Rabies vax VW; by 8/13	VW	KF
	Main X 10th	Roadkill	Picked up	N/A	KF
	1224 W Cedar	Citizen complaint; 24 hr notice; cat concern	Visited with complainant and CE; continue working with	N/A	KF
	412 Gerlach Apartments	Citizen complaint; Aggressive dog	Spoke w/ owner; will maintain dog; VW not to let off leash; Written warn for rabies vaxx	2W	KF
	416 S 4th	Raccoon problem; continuing	Issued a trap; will F/U	N/A	KF
	Sonic on Main St	Dog @ large due to owner fleeing police	Dog impounded; Attempt to locate family member	N/A	KF
	106 Poplar	F/U concerning chickens	Continuing working on rehoming chickens; will F/U	N/A	KF
	210 Locust St	Chickens @ large	UTL; have received 2 complaints; extra patrol	N/A	KF
	1009 Evergreen St	Citizen complaint; stray cats	Citizen found a mama cat and 6 newborn babies; working to get rescued	N/A	KF

City of Durant

Neighborhood Services

Daily Animal Control Log (Fulton)

August-2021

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials
	520 W Louisiana	Citizen concern; can hear animals in attic	Spoke to citizen and landlord; drop off trap	N/A	KF
	21st St X Main	Roadkill	Picked up	N/A	KF
	1007 4 Seasons Dr	LOST dog	Recorded	N/A	KF
8/6/21	576 W Mockingbird Ln	Citizen requesting help; trapped animal in house	Oppossum captured and removed	N/A	KF
	16th X Locust	Dog @ large	Verbal warning	VW	KF
	416 S 4th	Raccoon in trap	Raccoon picked up and removed	N/A	KF
	1224 W Cedar	Raccoon in trap	Raccoon picked up and removed	N/A	KF
	520 S 6th	Dog @ large	Stray dog; complainant's family trying to rehome	NO	KF
	1009 W Evergreen	F/U; Cat and kittens	Given to interested party seeking to rehome	N/A	KF
	520 NE 4th St	Citizen requesting help; neighbors dog attacked other dog	Spoke to owner; will pay vet bill; Never to be let off leash; F/U	3W	KF
	517 NE 5th	Home of dog attacked; see directly above	Owner taking dog to vet; other dogs w/out water; VW and F/U	VW	KF
8/9	Gates Trailer Park D49	Cat abandoned	Spoke to complainant; UTL cat; will F/U	N/A	KF
	1224 W Cedar	Trapped stray cats	3 feral cats; cats are fixed; ongoing inquiry as to where they came from	N/A	KF
	Parkridge Apartments building 4	Dog dumped	Dog P/U; ATL party responsible	N/A	KF
	209 W Mississippi	Citizen concern; abundance of venomous snakes	Identified snaked; Advised to remove vegetation @ house; F/U w/ ideas to help	N/A	KF
	419 W Main	2 dogs @ large	Taken home; UTL owner; will F/U	DT	KF
	BCAH	Euth	3 dogs; 1 cat	N/A	KF
	517 NE 5th	F/U; dog V dog	Spoke to owner; issue handled	N/A	KF
8/10/21	312 N 5th	Dogs @ large	UTL owner; extra patrol; attempt to issue citations	VW	KF
	Parkridge apartments	Dog @ large	UTL owner; neighbor will keep the dog and attempt to contact owner	NO	KF
	106 W Poplar	F/U; chicken welfare check	Owner is getting issue under control; will F/U	N/A	KF
	Gates Trailer Park	LOST dog	Recorded	N/A	KF
	DW Liquor Store	LOST dog; car broke down and lost dog	Recorded	N/A	KF
	Main st @ bypass	Roadkill	P/U	N/A	KF
	3714 W Arkansas	Dog @ large	Spoke to owner; Will keep dog contained	VW	KF
	118 E Arkansas	Citizen concern; welfare check	Spoke to owner; Will get lighter cable instead of heavy chain; VW rabies vaxx	VW	KF
	1302 N 7th	LOST dog	Recorded	N/A	KF
	NA-Colby	LOST dog	Recorded	N/A	KF
	NA- Lyndi Scarberry	LOST dog	recorded	N/A	KF
8/11/21	CAD S 15th @ Patriots	Dog @ large; 2 puppies in distress	UTL; extra patrol	N/A	KF
	49th st @ Blackjack Dr	Dog @ large; found dog	Dog reunited with owner; car broke down and dog escaped	N/A	KF
	Library	2 Dogs @ large	P/U; posted online; reunited w/ owner	VW	KF
	Chuckwa & N 10th	Dog @ large	UTL; extra patrol	N/A	KF
	301 NE 5th	Assist CE	UTL animals/ squatters; extra patrol; F/U w/ CE	N/A	KF
	Petsense	Dog @ large	P/U; owner located but cannot get rabies vaxx; F/U	NO	KF
	1023 N 5th	Raccoon on top of refrigerator	Raccoon captured and relocated	N/A	KF
	23 E Mississippi	Dogs @ large; welfare check; NO water	Owner spoken to; first and only warning; will issue cruelly citations if further incident	2W	KF
	1207 Magnolia	Cow @ large	Spoke to owner; Cow put up; Final warning	VW	KF
8/12/21	Boys & Girls Club	Vicious dogs @ large; Did NOT break skin	Reviewed footage; Took statement; 1 dog impounded; ATL owner and remaining dog	ATL	KF
	Jerry St & Wilson St	Dog @ large	UTL; Extra patrol	N/A	KF

City of Durant

Neighborhood Services

Daily Animal Control Log (Fulton)

August-2021

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials
	Gates Trailer Park D49	F/u abandoned cat	Cat impounded	N/A	KF
	1108 Wilson Street	Dog @ large; Disturbing the peace	Spoke to owner; 3 warnings	3W	KF
	1915 W Liveoak	Cat @ large	Cat impounded	N/A	KF
	ER @ Alliance	Welfare; Dog locked in hot car	UTL; Extra patrol	N/A	KF
	106 S 6th	Welfare; Dogs w/out water	Spoke to owner; Fixed issue; Only warning	VW	KF
	Avalon Apartments	Signal 32; Aggressive dogs; PD req. assistance	Impounded both dogs until family can be contacted	N/A	KF
	Animal Shelter	Interested in adopting dog	Visited with potential adopters; adopted out a dog	N/A	KF
8/13/21	121 Wilson	Stray Cats	UTL; Will F/U; May need to set traps	N/A	KF
	402 Meadowlark Ln	4 Dogs @ large	UTL; Heavy patrol	ATL	KF
	University & Radio Rd	Dog @ large; Running in traffic	UTC; Will F/U w/ extra patrol; Speak to area residents	ATL	KF
	1410 Wendel Dr	F/U w/ CE; Too many chickens; Trash; Rabies vaxx for dog	Dog received rabies vaxx; 1/2 chickens gone; Continue working to get down; Trash VW	VW	KF
	1215 Elm	LOST dog	Recorded	N/A	KF
	5th & Beech	F/U regarding 2 dogs @ B&G club 8/12	David Sinclair uncooperative; Extra patrol; ATL remaining dog	ATL	KF
	1209 Radio Rd Apt 6	Dog @ large w/ puppies	Spoke to owner; trying to rehome puppies; will keep them all contained	VW	KF
	Wood Manor Apts	Dead raccoon	P/U	N/A	KF
	1331 W Arkansas	2 Dogs placed in backyard; unknown where they came from	P/U; Imponded; Family had left dogs without letting homeowner know	N/A	KF
	S 4th & Louisiana	Dog @ large	UTL; Extra patrol	N/A	KF
	GONE 2 WEEKS @ ACADEMY				
8/30/21	2806 Rodeo Rd	Citizen complaint; 2 Dogs @ large	UTL; Extra patrol	N/A	KF
	Shelter	Walk-in; wants to adopt	Recorded	N/A	KF
	Stonebrook SD	Dog @ large	Spoke to owner; VW	VW	KF
	301 Holcombe Rd	Dog V. Dog	Injured dog's owner put into contact w/ rescue to help w/ vet; UTL aggressor's owner	NO; Will if ATL	KF
	BCAH	2 Dog euthanasias	2 Puppies w/ parvo; extra sanitization of shelter, truck, clothing, etc	N/A	KF
	3310 Cemetery Rd	Dog @ large chasing livestock	UTL; Extra patrol; Spoke to complainant will BOLO	N/A	KF
	519 W Arkansas	Citizen complaint; 4 dogs 6 chickens abandoned, no food/water	S.J. working w/ me on this; condemned house; Found an. owner; ongoing cruelty investigation	WILL; VW	KF
	1020 Hill St	Deceased dog	P/U	N/A	KF
8/31/21	1322 W Texas St	Citizen complaint; needs help w/ stray kittens	Set a trap; Will F/U	NA	KF
	1942 W Locust	Dog @ large	Dog went home before I arrived;ATL owner	F/U	KF
	Shelter	Walk-in; Wants to adopt	Recorded	N/A	KF
	423 W Tennessee St	Found Dog	P/U; ATL owner	N/A	KF
	411 W Alabama	2 Dogs @ large; Captured in backyard	P/U; ATL owner	N/A	KF
	1000 Chuckwa St Apt 2A	Citizen complaint; Vicious dog	Spoke to complainants; Statement taken; Believes dog is @ 2B	N/A	KF
	1000 Chuckwa St Apt 2B	Check to see if they have the dog in Q.	Does not own dog in Q; He lives next door; Checked rabies vaxx etc.	N/A	KF
	1000 Chuckwa St Apt 2C	Neighbor concerned harboring vicious animal	Dog is tethered on PP; UTD rabies; Sign posted; Dog was provoked by another dog	VW	KF
	1000 Chuckwa St Apt 3A	Welfare check; Dog no shade	UTL owner or approach dog; Left DT	DT	KF
	519 W Arkansas	Ongoing welfare	House condemned; Need to move animals ASAP; F/U	F/U	KF
	106 Poplar St	F/U chicken welfare	Chickens have been rehomed	N/A	KF
	501 S 13th	D @ Large	New resident unaware of leash law; VW	VW	KF
	58 Joe Bullard	Citizen Complaint; Dog welfare; No shade/ water	Dog was inside when I arrived; Educated on dangers of heat exhaustion	VW	KF
	Univ X Univ Triplex Apts Apt 6	Cit. Comp.;Dogs @ large; One chased neighbor; Repeat offender	Owner uncooperative/ aggressive; D@L when AOS; 2 cites; FWD to supervisor	2C	KF

City of Durant

Neighborhood Services

Daily Animal Control Log (Fulton)

August-2021

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials
	1000 Chuckwa St Apt 1 C	Dog @ large	VW; 1 week to get rabies vaxx	VW	

City of Durant

Neighborhood Services

Daily Animal Control Log (Page)

August-2021

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials
08/01/21	907 Crooked Oak	Bobcat trying to kill baby goose	observed property advised to call game warden.		
	7th and Willow	Dog got out of yard help to locate	patrolled/UTL		
08/02/21	904 Brookside Drive	Welfare	Verble warning to keep water out for dog.		
08/03/21	318 Locust	People moved left animals	Took one cat observed property took cat to pound.		
	2930 Stonebrooke	Her cat had kittens wants to surrender	Advised I would help her rehome them no owner surrenders.		
08/04/21	3rd and Elm	2 Dogs at large	patrolled/UTL		
	KOA	Dog outside by Ice machine	No dog present.		
	BCAH	Meds for seized dogs per DARA	Picked up meds		
	Magnolia and McLean	Cow out	Put cow back into pasture		
8/7/21	18 East Mississippi	2 Dogs dumped	Picked up dogs took to pound.		
	401 North 4th	Cat in trap	took cat to pound.		
8/14/21	712 Liveoak	Gold dog at large	Dog was put up/ Verble warning		
	1508 Olive	Barking Dog	Spoke to owner/ Verble warning		
	1822 Elm	Dog in yard	Picked up one dog.		
	903 Georgia	Found kitten	Spoke to RP she is going to re home it.		
08-15-21	818 Beech	Cat in trap	Picked up cat took to pound.		
	624 Liberty Lane	Dog bite	Took information		
	1600 Patriots Way	Owners	2 Citations	2	
	5003 Kimber	Kitten stuck in car engine.	Got out .		
8/16/21	New construction by high school	White dog	UTL		
	13th and Alabama	Small dog and orange cat in street	Picked up dog and cat took to pound.		
	Wilson Street by apartments	2 puppies dumped	Picked up puppies took to pound		
	First and Mulberry by vet	Small breed dog	UTL		
	416 North 6th	Dog hot by a car	Could not locate dog.		
	1942 Locust	Small white dog barking at people.	UTL		
8/17/21	214 Elm	Found 2 puppies on porch.	Picked up puppies took to the pound.		
	719 South 6th	Red and white dog in area.	UTL		
	204 Wilson	Welfare on animals	4 total animals ok on welfare		
	Third Beech and Cedar	Black and white dog	Patrolled /UTL		
8/18/21	Washington Irving	Dog trying to get into school	Picked up dog took to pound		
	931 Alabama	Raccoon on porch	Caught and removed		
	905 Beech	Blue Brindle at large	Jumped back into yard at 905 left doortag to secure		
	5437 Barnowl	2 Dogs at large	UTL		
	Criswell and University	3 Dogs at large	UTC Set trap		
8/19/21	Off/Pound				
8/20/21	off/Pound				
8/21/21	302 South 3rd	2 Dogs in area	UTL		
	Durant Station First st	Dog at large	Picked up dog		
	Rodeo Road Pecan	Black dog tan dog	UTL		
	818 Beech	Cat in trap	Picked up cat took to pound		
	Carl Albert Park	2 puppies	Took to pound		
	818 Beech		Returned trap		
8/23/21	1510 Olive	Noise complaint dogs barking	wrote warning		
	2000 blk Elm	Small tan dog	UTL		
	Library	Great Pyr dog	Picked up		

	1403 Texas	Dog bite	Talked to victim her dog was utd vax		
	Wilson Street by appartments	Dogs at large	Took 3 dogs		
	1002 Georgia	Follow up	Owner will pick up dog with citation		
	1230 Stonebrook	Has kittens	Advised to rehome them and spay the mother		
8/24	Four Seasons 15 A	Stray cat	Trap set		
	Four Seasons 19 c	Dog at large	Wrote citation		
	612 NE 2nd	Bulldog had puppies under shed	UTC lives at 604 left doortag to secure dog and call me		
	417 South 3rd	Dead opossum	Picked up.		
	607 Timber ridge app	2 stray wild kittens	Follow up Sat with trap.		
	Four Seasons 15A	Pick up trap	No cat p/u trap		
	1905 Evergreen	Opposum in yard			
8/26/21	1905 Parkview	Dog at large	Picked up dog took to pound.		
	New construction by high school	tan dog	UTL		
8/28	Wilson and Jerry	Dog	Picked up dog took to pound.		
	East Main	2 pups in road	2 dogs to pound		
	Rodeo Road Pecan	2 Dogs at large	One put up with verble warning one utc		
	Washington and Fisherman	Dogs at large	UTL		
	North First infront Subway	Dead animal	Picked up.		
	412 South 12th	Husky in yard.	Picked up took to pound.		
8/29/21	Cemetary road/ Rodeo	Black dog at large	UTL		
	1300 Blk N 6th	Dog chasing cats			
8/31/21	900 Parkland	Lost tan pitt	UTL		
	New construction by high school	white dog			

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Jackson)

August-2021

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials
	Lindenwoods	2960 Thomas Circle East	Final					B	S.J.
	Lindenwoods	2965 Thomas Circle East	Final					B	S.J.
	Lindenwoods	2966 Thomas Circle East	Final					B	S.J.
	Xpress Wellness	901 W Main	Complaint/Brick In Road	Called Superintendent				O	S.J.
8/3/21		1019 N 2nd	Check on for Court			CTA		TS	S.J.
		619 N 14	Check on for Court			CTA		TS	S.J.
		1415 W Locust	Check on for Court			CTA		TS	S.J.
		512 N 11th	Check on for Court			OA		TS	S.J.
		801 N 5th	Check on for Court			CTA		POOL	S.J.
		631 S 12th	Check on for Court			OA			S.J.
		822 W Elm	Check on for Court			CTA		GW/TD	S.J.
		714 S 2nd	Check on for Court			CTA			S.J.
		923 W Texas	Check on for Court			OA		TS	S.J.
		1024 W Elm	Check on for Court			OA		TS	S.J.
		408 S 7th	Check on for Court			OA			S.J.
		522 W Alabama	Check on for Court			JV		JV	S.J.
		1209 W Dallas	Check on for Court			CTA		JV	S.J.
		1526 Remington Circle	Check on for Court			OA		GW	S.J.
		529 S 7th	Check on for Court			OA			S.J.
		Lindenwoods Addition(Detention Ponds)	Check on for Court			CTA		GW	S.J.
		708 W Locust	Check on for Court			CTA		TS	S.J.
		919 W Louisiana	Check on for Court			CTA			S.J.
		1407 Wendell	Check on for Court			OA		GW	S.J.
		Nuisance Court						O	S.J.
		518 N 4th	Complaint Travel Trailer	In Compliance				O	S.J.
8/4/21		117 N 4th	Nuisance Letter Mailed		L			GW	S.J.
		3600 Pearl	Nuisance Letter Mailed		L			GW	S.J.
		3504 Pearl	Nuisance Letter Mailed		L			GW	S.J.
		3501 Dawna	Nuisance Letter Mailed		L			GW	S.J.
		1623 Elm	Nuisance Letter Mailed		L			GW	S.J.
		121 SE 6th	Nuisance Letter Mailed		L			JV	S.J.
		123 SE 6th	Nuisance Letter Mailed		L				S.J.
		2804 Walnut	Nuisance Letter Mailed		L	OA		Pool	S.J.
		309 N 7th	Nuisance Letter Mailed		L			TS	S.J.
		311 N 7th	Nuisance Letter Mailed		L			Pool	S.J.
		707 W Beech	Nuisance Letter Mailed		L			GW/TS/JV	S.J.
		711 W Beech	Nuisance Letter Mailed		L	OA		JV	S.J.
		713 W Beech	Nuisance Letter Mailed		L			TS	S.J.
		301 S 4th	Nuisance Letter Mailed		L	Wrong Address		GW	S.J.
		311 S 12th	Nuisance Letter Mailed		L			GW/TS	S.J.
		618 S 12th	Nuisance Letter Mailed		L			JV	S.J.

		213 E Main	Nuisance Letter Mailed		L			GW/TS	S.J.
		703 E MAin	Nuisance Letter Mailed		L				S.J.
		709 E Main	Nuisance Letter Mailed		L				S.J.
		615 N 4th	Nuisance Letter Mailed		L			TS	S.J.
		618 N 5th	Nuisance Letter Mailed		L			TS	S.J.
		422 W Live Oak	Nuisance Letter Mailed		L			TS	S.J.
		418 W Live Oak	Nuisance Letter Mailed		L			TS	S.J.
		723 W Pine	Nuisance Letter Mailed		L			GW/TS	S.J.
		701 W Locust	Nuisance Letter Mailed		L	Wrong Address			S.J.
	Assist PD	826 Parkland Drive	Health & Safety Issues	Condemned				D	S.J.
8/5/21		1410 Wendell	Inspect/Trash and Grass	Gave Warning					S.J.
		Lindenwoods Addition(Detention Ponds)	Inspect/Trash and Grass	In Compliance				GW	S.J.
	Vertical VibeZ	372 Bryan Dr Suite 112	Complaint About Odor	30 Days to Comply				O	S.J.
		Sent Bids (5)							S.J.
		723 N 12th	Inspect/Tall Grass	Door Hanger				GW	S.J.
		117 N 4th	Posted Nuisance Letter					GW	S.J.
		3600 Pearl	Posted Nuisance Letter					GW	S.J.
		3504 Pearl	Posted Nuisance Letter					GW	S.J.
		3501 Dawna	Posted Nuisance Letter					GW	S.J.
		1623 Elm	Posted Nuisance Letter					GW	S.J.
		121 SE 6th	Posted Nuisance Letter					JV	S.J.
		123 SE 6th	Posted Nuisance Letter						S.J.
		2804 Walnut	Posted Nuisance Letter					Pool	S.J.
		309 N 7th	Posted Nuisance Letter					TS	S.J.
		311 N 7th	Posted Nuisance Letter					Pool	S.J.
		707 W Beech	Posted Nuisance Letter					GW/TS/JV	S.J.
		711 W Beech	Posted Nuisance Letter					JV	S.J.
		713 W Beech	Posted Nuisance Letter					TS	S.J.
		301 S 4th	Posted Nuisance Letter					GW	S.J.
		311 S 12th	Posted Nuisance Letter					GW/TS	S.J.
		618 S 12th	Posted Nuisance Letter					JV	S.J.
		213 E Main	Posted Nuisance Letter					GW/TS	S.J.
		703 E MAin	Posted Nuisance Letter						S.J.
		709 E Main	Posted Nuisance Letter						S.J.
		615 N 4th	Posted Nuisance Letter					TS	S.J.
		618 N 5th	Posted Nuisance Letter					TS	S.J.
		422 W Live Oak	Posted Nuisance Letter					TS	S.J.
		418 W Live Oak	Posted Nuisance Letter					TS	S.J.
		723 W Pine	Posted Nuisance Letter					GW/TS	S.J.
		701 W Locust	Posted Nuisance Letter						S.J.
		222 E Evergreen	Complaint/Debris	24HR					S.J.
		1327 N 7th	Published	Demo				D	S.J.
		701 University Blvd	Published	Demo				D	S.J.
		1413 San Angelo	Meter Release					E	S.J.
	Econo Lodge	2121 W Main	Potential Project					B	S.J.
	Legacy Villas	3423 N 1st	Water Main					P	S.J.
		826 Parkland Drive	Health & Safety Issues	Non-Compliant					S.J.
8/9/21		Moved Offices	All Day	And Then Some				O	S.J.
		631 S 12th	Question About Letter	Called Owner				TS	S.J.
		1324 N 2nd	Follow Up For U.B./No Water	48 HR Notice				O	S.J.

		516 W Popular	Follow Up For U.B./No Water	Vacant				O	S.J.
		1225 W Denison	Follow Up For U.B./No Water	Vacant				O	S.J.
		1402 Live Oak	Follow Up For U.B./No Water	Vacant				O	S.J.
		1319 W Texas	Follow Up For U.B./No Water	Vacant				O	S.J.
		120 W Louisiana	Follow Up For U.B./No Water	Vacant				O	S.J.
		320 SE 2nd	Follow Up For U.B./No Water	Vacant				O	S.J.
		301 NE 5th	Follow Up For U.B./No Water	Follow-up				O	S.J.
		419 NE 5th	Follow Up For U.B./No Water	48 HR Notice				O	S.J.
		503 NE 5th	Follow Up For U.B./No Water	Vacant				O	S.J.
		3501 Dawna	Follow Up For U.B./No Water	Vacant				O	S.J.
		1225 W Denison	Follow Up For U.B./No Water	24HR				O	S.J.
8/10/13	Whittington	Wilson St	Check For Progress					O	S.J.
	Legacy Villas	3423 N 1st	Meter Release	Not Ready				E	S.J.
	Xpress Wellness	901 W Main	Inspect/Debris in Road	Notified Cont.				B	S.J.
		McLean & Hillcrest	Check For Progress					O	S.J.
		301 NE 5th	Follow Up For U.B./No Water	Vacant				O	S.J.
8/11/21		1225 W Texas	Inspect/Debris	24 HR				TD	S.J.
		1414 Corrine	Inspect/Debris	24 HR				TD	S.J.
		1920 Parkway Circle	Inspect/Debris	24 HR				TD	S.J.
		1921 Elm	Inspect/Debris	24 HR				TD	S.J.
		424 W Locust	Inspect/Debris	24 HR				TD	S.J.
		1103 N 5th	Inspect/Debris	24 HR				TD	S.J.
		1307 N 5th	Inspect/Debris	24 HR				TD	S.J.
		601 W Locust	Inspect/Debris	24 HR				TD	S.J.
		623 N 6th	Inspect/Debris	24 HR				TD	S.J.
8/12/21		1603 Olive	Inspect of Property	Will Letter				GW/JV	S.J.
		15505 Maple	Inspect of Property	Spoke With Owner				O	S.J.
		1303 N 5th	Complaint/Debris	No Violation				TD	S.J.
		601 W Locust	Inspect of Property	Will Letter				TD	S.J.
		526 W Plum	Inspect of Property/Tall Grass	Will Letter				GW	S.J.
		115 Alabama	Inspect of Property/Tall Grass	Will Letter				GW	S.J.
		119 Alabama	Inspect of Property/Tall Grass	Will Letter				GW	S.J.
		123 Alabama	Inspect of Property/Tall Grass	Will Letter				GW	S.J.
8/13/21		125 Alabama	Inspect of Property/Tall Grass	Will Letter				GW	S.J.
		409 W Georgia	Inspect/Debris	24 HR				TD	S.J.
		820 Stonebrook Way	Inspect/Debris	24 HR				O	S.J.
		505 W Main	Nonconforming Sign	Removed				O	S.J.
8/16-8/20		ACO SCHOOL						O	S.J.
8/23-8/27		ACO SCHOOL						O	S.J.
8/30/21		1024 W Louisiana	Follow Up For U.B./No Water	No Answer				O	S.J.
		1402 W Live Oak	Follow Up For U.B./No Water	Gave Notice				O	S.J.
		120 W Louisiana	Follow Up For U.B./No Water	Vacant				O	S.J.
	NE Corner Cardinal Pkwy	DIA	Put bid together	Walked Property				O	S.J.
		519 W Arkansas	Inspect/Unsanitary Conditions	Will Letter				D	S.J.
8/31/21	NE Corner Cardinal Pkwy	DIA	Met Contractor	Walked Property				O	S.J.
		519 W Arkansas	Inspect/Unsanitary Conditions	Condemned				D	S.J.
		Westside Drive	Complaint/Sight Triangle	Will Letter				TS	S.J.
		1817 W Main	Complaint/Water Leak	CNo Contact Made				O	S.J.

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 8/01/2021 THRU 8/31/2021
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
032211	8/02/2021	BOWLING, ROCKY	118 E ARKANSAS ST	OWNER	STORM SHELTER PERMIT	BLD
BLDG	8/02/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	2,800.00	79.00
032212	8/02/2021	TEXOMA MAINTENANCE	3324 ENTERPRISE BLVD	OWNER	HVAC CHANGE OUT PERMIT	MECH
MECH	8/02/2021	NEW MECHANICAL PERMIT	CA - COMMERCIAL ALTERATION	OWNER	1.00	54.00
032213	8/05/2021	TRIBLAL CUSTOM POOLS	4938 CASTELLO DR	OWNER	SWIMMING POOL PERMIT	BLD
BLDG	8/05/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	51,000.00	154.00
032214	8/06/2021	LEWIS ELECTRIC	1413 SAN ANGELO LN	OWNER	TEMP POLE PERMIT	ELEC
ELEC	8/06/2021	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	54.00
032215	8/10/2021	SAGE ROOFING & CONSTRUCTION	202 CHAPARRAL DR	OWNER	ROOF PERMIT	BLD
BLDG	8/10/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	14,586.78	79.00
032216	8/10/2021	PARRISH PLUMBING LLC	1020 GAIL FARRELL DR	OWNER	GAS RELEASE	PLUMB
PLUMB	8/10/2021	NEW PLUMBING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	1.00	54.00
032217	8/10/2021	SIGN DEPOT	309 W MAIN ST	OWNER	SIGN PERMIT	BLD
BLDG	8/10/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	354.57	204.00
032218	8/10/2021	CECI BATES CUSTOM HOMES	2721 WILSON ST	OWNER	NEW HOME PERMIT	BLDG
BLDG	8/10/2021	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	638,000.00	1,029.75
032219	8/10/2021	CECI BATES CUSTOM HOMES	2721 WILSON ST	OWNER	FLOOD PLAIN MANAGEMENT	FFM
FFM	8/10/2021	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
032220	8/10/2021	BLACKBURN HEAT & AIR LLC	2721 WILSON ST	OWNER	NEW MECHANICAL PERMIT	MECH
MECH	8/10/2021	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	1.00	236.25
032221	8/10/2021	PLYLER CONSTRUCTION CO	2721 WILSON ST	OWNER	NEW ELECTRIC PERMIT	ELEC
ELEC	8/10/2021	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	286.25
032222	8/10/2021	RED RIVER PLUMBING LLC	2721 WILSON ST	OWNER	NEW PLUMBING PERMIT	PLUMB
PLUMB	8/10/2021	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	1.00	286.25
032223	8/10/2021	TRIBAL CUSTOM POOLS	3307 CASTLE COURT	OWNER	SWIMMING POOL PERMIT	BLD
BLDG	8/10/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	75,000.00	154.00
032224	8/11/2021	SIGN DEPOT	615 N 1ST	OWNER	NEW SIGN PERMITS (2 WALL SI	BLD
BLDG	8/11/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	2,204.00	408.00
032225	8/12/2021	FUN TIME POOLS	5201 ROADRUNNER DR	OWNER	SWIMMING POOL PERMIT	BLD
BLDG	8/12/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	7,100.00	154.00
032226	8/12/2021	R&R SIGNS	2010 W MAIN ST	OWNER	NEW SIGN PERMIT	BLD
BLDG	8/12/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	500.00	204.00

09/01/2021 8:00 AM		PROJECT VALUATION AND FEE REPORT				PAGE: 2
PROJECTS: 0		-ZZZZZZZZZZ				
APPLIED DATES:		0/00/0000 THRU 99/99/9999				
ISSUED DATES:		8/01/2021 THRU 8/31/2021				
EXPIRE DATES:		0/00/0000 THRU 99/99/9999				
STATUS: ALL						
PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE

032227	8/12/2021	ARIES CONSTRUCTION	1225 FOLSOM RD	OWNER	GARAGE/SHOP PERMIT	BLD
BLDG	8/12/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	1.00	188.40
032228	8/12/2021	LEWIS ELECTRIC	1225 FOLSOM RD	OWNER	NEW ELECTRIC PERMIT	ELEC
BLDG	8/12/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	1.00	238.40
032229	8/17/2021	PATEL, NAYANA	2121 W MAIN ST	OWNER	STORAGE SHED	BLD
BLDG	8/17/2021	NEW BUILDING PERMIT	CA - COMMERCIAL ALTERATION	OWNER	1.00	290.25
032230	8/17/2021	JACKSON'S PLUMBING	701 W LOCUST ST	OWNER	GAS RELEASE	PLUMB
PLUMB	8/17/2021	NEW PLUMBING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	1.00	54.00
032231	8/17/2021	CITY OF DURANT-COM DEV	1327 N 7TH AVE	OWNER	DEMOLITION PERMIT	BLD
BLDG	8/17/2021	NEW BUILDING PERMIT	DEMO - DEMOLITION	OWNER	6,400.00	0.00
032232	8/17/2021	CITY OF DURANT-COM DEV	701 UNIVERSITY BLVD	OWNER	DEMOLITION PERMIT	BLD
BLDG	8/17/2021	NEW BUILDING PERMIT	DEMO - DEMOLITION	OWNER	20,000.00	0.00
032233	8/17/2021	THE ORIGINAL TEXOMA ROOFING	410 W LOUISIANA ST	OWNER	ROOF PERMIT	BLD
BLDG	8/17/2021	NEW BUILDING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	4,500.00	79.00
032234	8/17/2021	THE ORIGINAL TEXOMA ROOFING	5007 KIMBER LN	OWNER	ROOF PERMIT	BLD
BLDG	8/17/2021	NEW BUILDING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	8,000.00	79.00
032235	8/17/2021	JAMISON ELECTRIC	1809 W ELM ST	OWNER	SOLAR PANEL PERMIT	ELEC
ELEC	8/17/2021	NEW ELECTRIC PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	0.00	54.00
032236	8/19/2021	KYLE TUCKER PLUMBING	1119 ROOSEVELT AVE	OWNER	GAS YARD LINE	PLUMB
PLUMB	8/19/2021	NEW PLUMBING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	1.00	54.00
032237	8/19/2021	CRAWFORD ELECTRIC PROPERTIE	1819 CEMETERY RD	OWNER	INSTALL EXIT & EMERG LIGHTI	ELEC
ELEC	8/19/2021	NEW ELECTRIC PERMIT	CA - COMMERCIAL ALTERATION	OWNER	1,000.00	54.00
032238	8/20/2021	HAMMILL, JAMES	417 W CEDAR ST	OWNER	METER RELEASE	ELEC
ELEC	8/20/2021	NEW ELECTRIC PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	0.00	54.00
032239	8/20/2021	GROUND, GENE	701 UNIVERSITY BLVD	OWNER	DEMO PERMIT	BLD
BLDG	8/20/2021	NEW BUILDING PERMIT	DEMO - DEMOLITION	OWNER	12,000.00	104.00
032240	8/20/2021	TUCKER PLUMBING CO	118 N 11TH AVE	OWNER	GAS RELEASE	PLUMB
PLUMB	8/20/2021	NEW PLUMBING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	1.00	54.00
032241	8/20/2021	SAGE ROOFING & CONSTRUCTION	719 N 14TH AVE	OWNER	ROOF PERMIT	BLD
BLDG	8/20/2021	NEW BUILDING PERMIT	ACCS - SIGNS/ACCESSORY STRU	OWNER	11,497.55	79.00
032242	8/23/2021	TEXOMA MAINTENANCE	1206 W EVERGREEN ST	OWNER	HVAC CHANGE OUT	MECH
MECH	8/23/2021	NEW MECHANICAL PERMIT	CA - COMMERCIAL ALTERATION	OWNER	1.00	54.00

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 8/01/2021 THRU 8/31/2021
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE

032243 ELEC	8/25/2021 8/25/2021	CRAWFORD ELECTRIC PROPERTIE NEW ELECTRIC PERMIT	410 N 4TH AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	SERVICE RELOCATE (RISER) 0.00	ELEC 54.00
032244 BLDG	8/26/2021 8/26/2021	METRO SIGN NEW BUILDING PERMIT	1009 W MAIN ST ACCS - SIGNS/ACCESSORY STRU	OWNER OWNER	NEW POLE SIGN PERMIT 900.00	BLD 204.00
032245 BLDG	8/26/2021 8/26/2021	METRO SIGN NEW BUILDING PERMIT	1009 W MAIN ST ACCS - SIGNS/ACCESSORY STRU	OWNER OWNER	NEW WALL SIGN PERMIT 2,500.00	BLD 204.00
032246 BLDG	8/27/2021 8/27/2021	ALL SEASONS CONTRACTING NEW BUILDING PERMIT	1317 W ARKANSAS ST ACCS - SIGNS/ACCESSORY STRU	OWNER OWNER	ROOF PERMIT 3,800.00	BLD 79.00
032247 MECH	8/27/2021 8/27/2021	JOHNSON'S HEAT & AIR NEW MECHANICAL PERMIT	8 WALDRON DR CA - COMMERCIAL ALTERATION	OWNER OWNER	INSTALL DUCT WORK 1.00	MECH 54.00
032249 ELEC	8/31/2021 8/31/2021	GLOBAL TECHNOLOGIES INC NEW ELECTRIC PERMIT	1615 FOLSOM DR ACCS - SIGNS/ACCESSORY STRU	OWNER OWNER	NEW ELECTRIC PERMIT 0.00	ELEC 54.00
032250 MECH	8/31/2021 8/31/2021	TEXOMA MAINTENANCE NEW MECHANICAL PERMIT	1323 WACO ST CA - COMMERCIAL ALTERATION	OWNER OWNER	HVAC CHANGE OUT 1.00	MECH 54.00
032251 MECH	8/31/2021 8/31/2021	TEXOMA MAINTENANCE NEW MECHANICAL PERMIT	323 W BEECH ST CA - COMMERCIAL ALTERATION	OWNER OWNER	HVAC CHANGE OUT 1.00	MECH 54.00
032252 MECH	8/31/2021 8/31/2021	TEXOMA MAINTENANCE NEW MECHANICAL PERMIT	1605 WINCHESTER WAY SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	HVAC CHANGE OUT 1.00	MECH 54.00
032253 ELEC	8/31/2021 8/31/2021	BAKER PHILLIPS ELECTRIC LLC NEW ELECTRIC PERMIT	24 WALDRON 24D CA - COMMERCIAL ALTERATION	OWNER OWNER	NEW ELECTRIC PERMIT 0.00	ELEC 54.00
032254 BLDG	8/31/2021 8/31/2021	TURF ROOFING NEW BUILDING PERMIT	2010 W ELM ST ACCS - SIGNS/ACCESSORY STRU	OWNER OWNER	ROOF PERMIT 8,425.00	BLDG 79.00
032255 BLDG	8/31/2021 8/31/2021	THEOREM NEW BUILDING PERMIT	515 CARDINAL PKWY CA - COMMERCIAL ALTERATION	OWNER OWNER	REMODEL (CONTAINER BREAKROO 75,000.00	BLD 222.00
032256 MECH	8/31/2021 8/31/2021	TEXOMA MAINTENANCE NEW MECHANICAL PERMIT	515 CARDINAL PKWY CA - COMMERCIAL ALTERATION	OWNER OWNER	NEW MECHANICAL PERMIT 1.00	MECH 78.00
032257 ELEC	8/31/2021 8/31/2021	CRAWFORD ELECTRIC PROPERTIE NEW ELECTRIC PERMIT	515 CARDINAL PKWY CA - COMMERCIAL ALTERATION	OWNER OWNER	NEW ELECTRIC PERMIT 0.00	ELEC 78.00
032258 BLDG	8/31/2021 8/31/2021	THEOREM NEW BUILDING PERMIT	1825 W UNIVERSITY BLVD CA - COMMERCIAL ALTERATION	OWNER OWNER	REMODEL PERMIT 300,000.00	BLD 54.00
032259 MECH	8/31/2021 8/31/2021	TEXOMA MAINTENANCE NEW MECHANICAL PERMIT	1825 W UNIVERSITY BLVD CA - COMMERCIAL ALTERATION	OWNER OWNER	NEW MECHANICAL PERMIT 1.00	MECH 54.00

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 8/01/2021 THRU 8/31/2021
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
032260	8/31/2021	LYONS, JACKEY REX	1825 W UNIVERSITY BLVD	OWNER	NEW ELECTRIC PERMIT	ELEC
ELEC	8/31/2021	NEW ELECTRIC PERMIT	CA - COMMERCIAL ALTERATION	OWNER	0.00	54.00
*** TOTALS ***				NUMBER OF PROJECTS:	49	
				VALUATION:	1,245,584.90	FEE: 6,460.55

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 8/01/2021 THRU 8/31/2021
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLDG - NEW BUILDING PERMIT	24	1,244,570.90	4,365.80
ELEC - NEW ELECTRIC PERMIT	10	1,000.00	796.25
FPM - FLOOD PLAIN MANAGEMENT	1	0.00	104.00
MECH - NEW MECHANICAL PERMIT	9	9.00	692.25
PLUMB - NEW PLUMBING PERMIT	5	5.00	502.25
*** TOTALS ***	49	1,245,584.90	6,460.55

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 8/01/2021 THRU 8/31/2021
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
ACCS - SIGNS/ACCESSORY STRUCTURES	16	16	180,669.90	2,561.80
CA - COMMERCIAL ALTERATION	14	14	376,008.00	1,208.25
DEMO - DEMOLITION	3	3	38,400.00	104.00
SFR - SINGLE FAMILY RESIDENTIAL	6	6	638,002.00	1,996.50
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	10	10	12,505.00	590.00
*** TOTALS ***	49	49	1,245,584.90	6,460.55

SELECTION CRITERIA

REPORT SELECTION

PROJECT RANGE FROM: 0 THROUGH ZZZZZZZZZZ
PROJECT STATUS: All
CONTRACTOR: All
PROJECT TYPE: All
SEGMENT: All
VALUATION RANGE FROM: 0.00 THROUGH 999,999,999.99

PROJECT DATES

APPLIED RANGE FROM: 00/00/0000 THROUGH 99/99/9999
ISSUED RANGE FROM: 08/01/2021 THROUGH 08/31/2021
USE SEGMENT DATES: NO
EXPIRE RANGE FROM: 00/00/0000 THROUGH 99/99/9999
USE SEGMENT DATES: NO

PRINT OPTIONS

TOTALS ONLY: NO
INCLUDE SEGMENTS: YES
COMMENT CODES: None

*** END OF REPORT ***

Tickets and Warnings

Neighborhood Services

Aug-21

ADAMS, GREG

Tickets	Warnings	Total
0	20	20

FULTON, KATELAND

Tickets	Warnings	Total
4	33	37

JACKSON, SHAWN

Tickets	Warnings	Total
1	2	3

PAGE, SONYA

Tickets	Warnings	Total
3	2	5

Total:	8	57	65
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City of Durant

Neighborhood Services

Daily Code Enforcement Log (Adams)

August 2021

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials
8/2/21		822 W Elm	Assit PD at condemned house	MCx2 advise				O	GA
		Office	Monthly report	totals				O	GA
		318 W Locust	Unsecured vacant property	Inspect				D	GA
	HL Properties	Contact owner of above	Owner will secure/clean up	MC advise				O	GA
	Thor Wanderer TX 5xv346	10 E Alabama	Camper on condemned property	48hr notice				JV	GA
		1229 W Dixon	poss. trash/debris - unfounded	Inspect				TD	GA
		215 N 11th	Trash/debris	24hr notice				TD	GA
		209 N 12th	Trash/debris	24hr notice				TD	GA
		1202 W Evergreen	Trash bag & overfilled poly cart	24hr notice				TD	GA
		1110 W Evergreen	Trash bag & overfilled poly cart	24hr notice				TD	GA
		410 Meadowlark Ln	Limbs/brush	MC warned				LB	GA
		429 S 6th	Trash, debris, remodle debris, etc	24hr notice				TD LB	GA
8/3/21		527 S 14th	Take post abatement pictures	Pics				O	GA
		618 S 12th	Vehicle parked over water meter	Moved				O	GA
		121 SE 6th	House with no water	Condemned				D	GA
		200 block SE 6th - east side	Junk/abandoned vehicle	Violation notice				JV	GA
		125 SE 6th	trespass notice with PD	Trespassed				D	GA
		121 SE 6th	24 hr condemn notice with PD	Served				D	GA
		City Hall	Court	court				O	GA
	Philip Smith	City Hall	Swimming pool/unfenced	Wrm citation			W31661	O	GA
		701 W University	Meter issue - check	Inspect				O	GA
	Amanda Smith/family(801 N 5th)	City Hall	G/W, property maint. issue	MCx3				GW TS	GA
		N 8th and Pine	Report vision/sight triangle prob.	MC				TS	GA
		Office	Research ord./violation #s	reserch				O	GA
8/4/21		723 W Pine	Overgrown shrub/tree, tall grass	Inspect	Yes			TS GW	GA
		417 W Cedar	Fire inspection,	Inspect				O	GA
		Office RE: 121 SE 6th	File pictures/notice	Papers				O	GA
		123 SE 6th	Photograph condemned res.	Photographed				D	GA
		125 SE 6th	Photograph condemned res.	Photographed				D	GA
		Office	print/file above	Papers				O	GA
		10 E Alabama	Trailer/trash on property	Inspect				TD	GA
		4801 Woodlawn	Pool, no fence	Needs letter				O	GA
		1618 N 49th	Pool complaint - in compliance	Inspect				O	GA
		4706 Wilson	Pool comp. Not visible	Inspect				O	GA
		4202 Wilson	Pool comp. Not visible	Inspect				O	GA
		3501 John Junction	Pool comp. Is in compliance	Inspect				O	GA
		3202 Castle Court	Pool comp. Is in compliance	Inspect				O	GA
		3506 Lionel Ln	Pool comp. Is in compliance	Inspect				O	GA
		3715 Lionel Ln	Pool comp. Is in compliance	Inspect				O	GA
		46 Englewood	Pool complaint	needs letter				O	GA
		1426 Felice Ln	Pool comp. Is in compliance	Inspect				O	GA
8/5/21		1019 N 2nd	Follow up, tres/shrubs	Inspect		OA in progress		TS	GA
		619 N 14th	Follow up, tres/shrubs	Inspect		CTA		TS	GA

		1415 W Locust	Follow up, tres/shrubs	Inspect		CTA		TS	GA
		708 W Locust	Follow up, tres/shrubs	Inspect		Partial OA		TS	GA
		1406 W Live Oak (complainant)	Alley obstruction	MC				TS	GA
		1315 W Mississippi (Complainant)	Trash, rats, smell from neighbor	MC				O	GA
		501 S 13th (From above comp)	Trash, Junk, Weeds	Inspect				TD JV GW	GA
		Office, garage	vehicle problem	Drop off/change				O	GA
		Office	Check utilities on 501 S 13th	research				O	GA
		501 S13th	No water,junk,trash.weeds JV	MC 48hr notice				D TD JV GW	GA
		1209 Dallas	Follow up	MCx2 advise		OA		O	GA
		City garage	Return truck	Returned				O	GA
8/6/21		723 N 12th	Inspect/Tall Grass	Door Hanger				GW	GA
		117 N 4th	Posted Nuicance Letter	Posted				GW	GA
		3600 Pearl	Posted Nuicance Letter	Posted				GW	GA
		3504 Pearl	Posted Nuicance Letter	Posted				GW	GA
		3501 Dawna	Posted Nuicance Letter	Posted				GW	GA
		1623 Elm	Posted Nuicance Letter	Posted				GW	GA
		121 SE 6th	Posted Nuicance Letter	Posted				JV	GA
		123 SE 6th	Posted Nuicance Letter	Posted				GW/TD	GA
		2804 Walnut	Posted Nuicance Letter	Posted				Pool	GA
		309 N 7th	Posted Nuicance Letter	Posted				TS	GA
		311 N 7th	Posted Nuicance Letter	Posted				Pool	GA
		707 W Beech	Posted Nuicance Letter	Posted				GW/TS/JV	GA
		711 W Beech	Posted Nuicance Letter	Posted				JV	GA
		713 W Beech	Posted Nuicance Letter	Posted				TS	GA
		301 S 4th	Posted Nuicance Letter	Posted				GW	GA
		311 S 12th	Posted Nuicance Letter	Posted				GW/TS	GA
		618 S 12th	Posted Nuicance Letter	Posted				JV	GA
		213 E Main	Posted Nuicance Letter	Posted				GW/TS	GA
		703 E MAin	Posted Nuicance Letter	Posted				GW/TD	GA
		709 E Main	Posted Nuicance Letter	Posted				GW/TD	GA
		615 N 4th	Posted Nuicance Letter	Posted				TS	GA
		618 N 5th	Posted Nuicance Letter	Posted				TS	GA
		422 W Live Oak	Posted Nuicance Letter	Posted				TS	GA
		418 W Live Oak	Posted Nuicance Letter	Posted				TS	GA
		723 W Pine	Posted Nuicance Letter	Posted				GW/TS	GA
		701 W Locust	Posted Nuicance Letter	Posted				TD/Sight	GA
		747 Anna's Way	Trash, junk appliance, junkvehicles	needs letter				JV JA TD	GA
8/9/21		City Hall	Move offices and equipment	All day				O	GA
8/10/21		304 W Louisiana (complainant)	Trash.gras,trees - across street	MC				TD GW TS	GA
		319 W Louisiana	Grass/weeds, trees and trash	needs letter				GW TS TD	GA
		Office	Research oroperty owner	Research				O	GA
		1215 W beech	Assit PD, code violation	MC				O	GA
		3602 Wilson	Vision obstruction	Left notice				TS	GA
		1324 N 2nd	No water	48hr notice				O	GA
		503 NE 5th	No water	Vacant				O	GA
		419 NE 5th	No water	48hr notice				O	GA
		301 NE 5th	No water	Not home				O	GA
		320 SE 2nd	No water	vacant				O	GA
		120 W Louisiana	No watr	Vacant				O	GA
		1319 W Texas	No water	Vacant				O	GA
		3501 Dawna	No water	Vacant				O	GA
		516 W Poplar	No water	Vacant				O	GA

		1225 Denison	No water	Vacant				O	GA
		1402 W Live Oak	No water	Vacant ?				O	GA
8/11/21		223 E Florida	Trash and limbs	24hr notice				LB TD	GA
		212 W Walnut	Boxes, trash, Old chair	24hr notice				TD	GA
		323 N 8th	Limbs/brush	24hr notice				LB	GA
		608 N 8th	Trash, old tv	MC, pick up	is scheduled	today		TD	GA
		3602 Wilson	Vision obstruction	MC, will trim				TS	GA
		408 S 7th	Trash, tall grass/weeds	MC warned	will take care of	today		GW TD	GA
		411 W Georgia	information about violation	MC				O	GA
		409 W Georgia	Old couch	24hr notice				TD	GA
		1307 N 5th	Limbs/Debris	24hr				LB TD	GA
		601 W Locust	Limbs, trash	24hr				LB	GA
		623 N 6th	Limbs	24hr				LB	GA
		409 W Georgia	Couch	24hr				TD	GA
		820 Stonebrook Way	Limbs on South 9th	24hr				LB	GA
		301 NE 5th	No water, try to contact	NC				D	GA
		323 N 8th	24 hr. issue	MC				O	GA
		Office	Close old cases	Close				O	GA
8/12/21		Office	Sort/organize pics and cases	court prep.				O	GA
		323 N 8th	Follow up	MC				O	GA
		1603 Olive	Verify address	check				O	GA
		526/523 W Plum	Verify address	check				O	GA
		Office	research above	research				O	GA
		501 S 13th	Follow up, attempt to contact	NC				D	GA
		747 Anna's Way	Follow up	Inspect				TD JA	GA
8/13/21		Garage	Car is ready	Picked up				O	GA
		1410 Wendell	Assist animal control	MC warned				GW TD	GA
		2600 Block Maxey dr	Complaint of grass/weeds	Inspect				GW	GA
		Post Office	Mail 8 summons/NOV	Mailed				O	GA
		207 S 5th	Mattress by road	MC warned	will remove			TD	GA
		311 S 5th	Tall grass	needs letter				GW	GA
		514 S 5th	Tall grass , wrong address	already lettered				GW	GA
8/16/21		822 W Elm	Pics of violations/abatement	Photographed				O	GA
		619 N 14th	Pics of violations/abatement	Photographed				O	GA
		1409 W Locust	Pics of violations/abatement	Photographed				O	GA
		1407 Wendell	Pics of violations/abatement	Photographed				O	GA
		631 S 12th	Follow up, owner abated	Inspect				O	GA
		904 N 2nd	Limbs, trash	24hr notice				LB TD	GA
		620 W Pine	Trash/debris	24hr notice				TD	GA
		815 W beech	Trash	24hr notice				TD	GA
		314 N 13th (complainant)	Grass at neighbor res.	Inspect MC				GW	GA
		318 N 13th	tall grass, poss. dilapidated	Written warning				GW D	GA
		701 Stonebrook Cr (complainant)	Water leak/safety issue	MC				O	GA
8/17/21		117 N 4th	Follow up for court	Inspect		OA		O	GA
		703 E Main	Follow up for court	Inspect		CTA		O	GA
		618 S 12th	Follow up for court	Inspect		CTA		O	GA
		123 SE 6th	Follow up for court	Inspect		OA		O	GA
		615 N 4th	Follow up for court	Inspect		OA		O	GA
		723 W Pine	Follow up for court	Inspect		OA		O	GA
		213 E Main	Follow up for court	Inspect		OA		O	GA
		3600 Pearl	Follow up for court	Inspect		CTA		O	GA
		717 W beech	Follow up for court	Inspect		OA		O	GA

		713 W Beech	Follow up for court	Inspect		OA		O	GA
		707 W Beech	Follow up for court	Inspect		CTA		O	GA
		711 W Beech	Follow up for court	Inspect		OA		O	GA
		3501 Dawna	Follow up for court	Inspect		OA		O	GA
		3504 Pearl	Follow up for court	Inspect		OA		O	GA
		121 SE 6th	Follow up for court	Inspect		OA		O	GA
		311 S 12th	Follow up for court	Inspect		CTA		O	GA
		311 N 7th	Follow up for court	Inspect		Extension		O	GA
		309 N 7th	Follow up for court	Inspect		OA		O	GA
		826 Parkland	Follow up for court	Inspect		CTA		O	GA
		City garage	Drop off vehicle	drop off				O	GA
		822 W Elm	Trespass/condemned	Inspect/MC				D GW TD	GA
		1920 Parkway Cr	Lawn company issue	MC/advise				O	GA
		City Hall	Court	Court				O	GA
		Office	Court case paperwork, TX calls	Papers				O	GA
		309 N 7th	Notice/summons update	MC				O	GA
		701 Stonebrook (complainant)	Water leak/safety issue	No leak found				O	GA
		3508 Lacy Ln (complainant)	Trash, neighbor house	Inspect				TD	GA
		3524 Lacy Ln	Trash, boxes, styrofoam	24hr notice				TD	GA
8/18/21		747 Annas Way	Follow up	NOV issued	Yes			JV TD JA	GA
		319 W Louisiana	Follow up	NOV issued	Yes			TD GW	GA
		311 S 5th	Follow up	NOV issued	Yes			GW	GA
	Annon. complaint	12th and Evergreen Used car lot	Cars, carport, unfounded	Inspect				JV TD	GA
	Annon. complaint	12th and Cedar - Yellow house	Cars, trash, unfounded	Inspect				JV TD	GA
	Annon. complaint	313 N 12th	Junk vehicle, Dilapidated	needs letter				D JV	GA
		501 S 13th	Follow up, no water	MC				O	GA
		Post Office	Mail 3 summons/NOV	Sent				O	GA
	Annon. complaint	1409 Roosevelt	Address does not exist	unfounded				O	GA
	MC Crystell Robb	822 W Elm, advised to secure house and no one	else can be there, except licensed	contractors				O	GA
	Annon. complaint	list of already condemned houses that are in compliance	or in the process of abatement	No violations	that haven't	been	addressed	O	GA
		Office	Research ord./violation #s	research				O	GA
8/19/21		237 Washington Place	Grass and weeds	NOV issued	Yas			GW	GA
		1312 Carol Cr	Parking on grass	Inspect				O	GA
		1224 Waco (complainant)	Dead tree falling on property	Inspect				TS	GA
		1217 Waco	Dead tree over neighbor property, street	Inspect				TS	GA
	Monica (property manager)	Sunview Homes (Owner of above)	Has contractor scheduled to remove	MC advise				O	GA
		619 N 14th	Meet with contractor - tree abatement	MC advise				TS	GA
		1201 N 3rd	Tampering w/utilities	MC warned	Move out today.			O	GA
		1312 Carol Circle	Vehicles on lawn	Written warning	Left copy of	ordinance		O	GA
	Gene Grounds	Re; 1327 N 7th	Questions, possible contract to demo	MC				O	GA
8/20/21		Office	Print NOV's for posting	NOV's				O	GA
		508 N 3rd	Post summons/photograph violations	Posted/pics				O	GA
		524 N 3rd	Post summons/photograph violations	Posted/pics				O	GA
		523 W Plum	Post summons/photograph violations	Posted/pics				O	GA
		701 N 11th	Post summons/photograph violations	Posted/pics				O	GA
		1603 Olive	Post summons/photograph violations	Posted/pics				O	GA
		747 Annas Way	Post summons/photograph violations	Posted/pics				O	GA
	Gene Grounds	1327 N 7th demo - conditions/instructions	Give instructions for demo	MC advise				O	GA
		401 S 15th	Post summons/photograph violations	Posted/pics				O	GA
		209 E Main	Post summons/photograph violations	Posted/pics				O	GA
		615 NE 4th	Post summons/photograph violations	Posted/pics				O	GA
		115 W Alabama	Post summons/photograph violations	Posted/pics				O	GA

		119 W Alabama	Post summons/photograph violations	Posted/pics				O	GA
		123 W Alabama	Post summons/photograph violations	Posted/pics				O	GA
		125 W Alabama	Post summons/photograph violations	Posted/pics				O	GA
		319 W Louisiana	Post summons/photograph violations	Posted/pics				O	GA
		311 S 5th	Post summons/photograph violations	Posted/pics				O	GA
		1327 N 7th	Pre demo photographs	Pics taken				O	GA
		1324 N 2nd	Follow up - no water	Water is on				O	GA
		419 NE 5th	Follow up -no water	No contact				O	GA
	Brian Malard (Complaint)	Re: E Mulberry st	Noise, drugs, rv etc at night	MC advised	to call PD	When it	occurs	O	GA
8/23/21	Marty Pope	City hall	Invoice, questions, etc	MC				O	GA
		801 N 5th	Follow up	Inspect				O	GA
		610 N 1st	Follow up, post abatement pictures	Inspect/pics				GW	GA
		1298 N 1st	Follow up, post abatement pictures	Inspect/pics				GW	GA
		1023 W Elm	Follow up, post abatement pictures	Inspect/pics				GW	GA
		1327 N 7th	Demo, check status	Inspect				D	GA
		Office	Print and file pictures	Cases/pics				O	GA
		1503 W Texas/301 S 15th	Pics/pre abatement	pics/inspect				GW	GA
		1533 estelle Dr.	Pool/fence issue, no violation	Inspect				O	GA
		1621 Estelle dr	Pool/fence issue, no violation	Inspect				O	GA
		2605 Maxey Dr	Pool/fence issue, no violation	Inspect				O	GA
		2620 Maxey Dr	Pool/fence issue, no violation	Inspect				O	GA
		1214 Denison	Landlord/tenant issues	MC Advise				O	GA
		Office	Print pictures/organize, phone calls	Cases/pics				O	GA
8/24/21		1023 W Elm	Follow up	Inspect				O	GA
	Marty Pope	RE: above address/abatement	Notify what's needed to complete.	MC advise				O	GA
		904 N 2nd	Follow up	Inspect				TD LB	GA
		620 W Pine	Follow up	Inspect				TD	GA
		815 W Beech	Follow up	Inspect				TD	GA
		3524 Lazy Ln	Follow up	Inspect				TD	GA
		822 W Elm	Condemned, check on	Inspect				O	GA
		724 W Evergreen	Refrigerator in yard	MC warned	Will remove			JA	GA
		1023 W Elm	Meet with contractor - instructions	MC				O	GA
		822 W Elm	Inspect abatement	Inspect				O	GA
		1313 Wendell	Water leak flowing into alley	MC advise				O	GA
		1325 N 9th	Parking on grass	MC warned				O	GA
				Inspect No one home				O	GA
		2211 Gershwin	poss. RV as residence,					O	GA
		412 Woodland Cr	Pool - no fence, In ground. Residence is outside city limits.	Not in city				O	GA
		721 westwood Dr	Hot tub - not fenced. Not in city limits	Not in city				O	GA
		5321 Stonebriar	Pool, metal fence. fence is in compliance	Inspect				O	GA
		5343 Stonebriar	Pool, fence is in compliance	Inspect				O	GA
		5348 Stonebriar	Pool, chain link fence. Fence is in compliance.	Inspect				O	GA
		Office	records/log	daily log, calls				O	GA
8/25/21		822 W Elm	Inspect abatement	Inspect				O	GA
		1023 W Elm	Inspect abatement	Inspect				O	GA
	Melissa, Quality Realty	1201 N 3rd	Follow up with property manager/owner	MC				O	GA
		1023 W Elm	take new pics/post abatement	Photographed				O	GA
		1503 W Texas/301 S 15th	Inspect/photograph, post abatement	Photographed				O	GA
		1407 Wendell	Inspect/photograph, post abatement	Photographed				O	GA
		1409 W Locust	Inspect/photograph, post abatement	Photographed				O	GA
		619 N 14th	Inspect/photograph, post abatement	Photographed				O	gA

		822 W Elm	Inspect/photograph, post abatement	Photographed				O	GA
		1224 Dallas (complainant)	Low Branches at 1208/1210 Dallas	MC				TS	GA
		1709 Smith	Grass/weeds	Written warning				GW	GA
		5218 Roadrunner	Grass clippings in road	MC warned				GW	GA
8/26/21		1312 Carol circle	Follow up, parking on grass	Needs letter				O	GA
		2211 Gershwin	Follow up, ATC. No one there	Needs letter				O	GA
		Sheriff's Office re:38 Arnett st Caddo	Theft/tampering w/utilities	MC TOT county				O	GA
		City Hall about above violation	As above	research				O	GA
		Resident from 3600 Dana	24hr charge dispute	MC				LB	GA
		1024 WE Louisiana	No water, notice to remedy by EOD Monday to avoid condemnation.	MC warned				D	GA
		610 S 5th	Animal call	MC warned				O	GA
		5237 Martin Cr	Grass/weeds	Written warning				GW	GA
	Complaint (annon)	5218 Roadrunner	Grass/weeds - small strip unable to mow due to city water line leak, rest of yard is mowed. Waiting for leak repair and will mow last strip (about 6 feet wide.)	inspect				GW	GA
		610 S 5th	Follow up on dog comp. Has been taken care of.	Inspect				O	GA
	380-1673	523 W Plum	Contact w/owner	MC advise				D	GA
8/27/21		1210 Dallas	Low branches over road	Needs letter				TS	GA
		1001 N 12th	Low branches over road	Needs letter				TS	GA
		1709 Smith	Follow up, Grass/weeds	Inspect		OA in progress		GW	GA
		1523 W beech	Low branches over road	Needs letter				TS	GA
		1605 Olive	Dogs running at large	MC warned				O	GA
		Office	Prepare cases, post agenda	Posted				O	GA
	Deborah Lamb	508 N 3rd - 580-916-8061	MC about summons/violation	MC				O	GA
		523 W Plum	Follow up	Inspect		OA in progress		O	GA
		5237 Martin Cr	Follow up	Inspect				O	GA
		Resident from 524 N 3rd	Complaining about having to trim trees	MC				TS	GA
8/30/21		1524 Mason	Brush piles in front yard	24hr notice				LB	GA
		902 McLean	Grass and weeds	Written warning				GW	GA
		314 N 4th	Trash by and in street	24hr notice				TD	GA
		3600/3604 Dana	24hr dispute	Inspect				O	GA
		206 W Elm	Mattress by road	24hr notice				TD	GA
		223 S 5th	Brush piles in front yard	MC warned				LB	GA
		213 S 5th	Trash by poly cart	MC warned				TD	GA
		718 N 5th	Fence blocking alley	MC inspect				O	GA
		1402 W Live Oak	No water	MC warned				O	GA
		120 W Louisiana	No water	Inspect/vacant				O	GA
		Office	Research re: 718 N5th	Court records				O	GA
8/31/21		103 Sandpiper Cr	trash and brush piles	24hr notice				LB TD	GA
		508 N 3rd	Follow up for court	Inspect		OA		O	GA
		747 Annas Way	Follow up for court	Inspect		CTA		O	GA
		523 W Plum	Follow up for court	Inspect		OA		O	GA
		615 NE 4th	Follow up for court	Inspect		CTA		O	GA
		209 E Main	Follow up for court	Inspect		OA		O	GA
		1603 Olive	Follow up for court	Inspect		CTA		O	GA
		524 N 3rd	Follow up for court	Inspect		OA		O	GA
		701 N 11th	Follow up for court	Inspect		CTA		O	GA
		115 W Alabama	Follow up for court	Inspect		CTA		O	GA
		119 W Alabama	Follow up for court	Inspect		CTA		O	GA
		123 W Alabama	Follow up for court	Inspect		CTA		O	GA



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: David Houser, Chief
Re: Police Department Monthly Report - July 2021

See/Review Attached Report

Council Information / Action Requested

Information Only

City Staff Information / Action Follow-up, if Council authorizes this action:

None

ATTACHMENTS:

1. JULY 2021



Durant Police Department

3104 Carl Albert Drive
 Durant, Ok 74701-5015
 Phone 580-924-3737 Fax 580-924-8928
 David Houser, Chief of Police

MONTHLY DEPARTMENTAL REPORT Jul-21

In accordance with the mandatory monthly report to the Oklahoma Bureau of Investigation and the Federal Uniform Crime Reporting system, the following offenses were reported

OFFENSES	Jul-21	Jul-20	YTD 2021
UCR PART 1 CRIMES			
Criminal Homicide	0	0	1
Forcible Rape	0	0	2
Robbery	1	1	3
Aggravated Assaults	6	1	21
Burglary	3	11	53
Larceny-Theft	23	22	192
Motor Vehicle Theft	10	6	38
Arson	0	0	0
UCR Part 1 Crimes - TOTAL	43	41	310
UCR PART 2 CRIMES			
Other Assaults (Simple)**	7	16	53
Forgery and Counterfeiting; Fraud; Embezzlement; Stolen Property-Buying, Receiving, Possessing; Vandalism; Weapons-Carrying, Possessing, etc; Prostitution and Commercialized Vice; Sex Offenses; Drug Abuse Violations; Gambling; Offenses Against the Family and Children; Driving Under the Influence; Liquor Laws; Drunkenness; Disorderly Conduct; Vagrancy; All Other Offenses (Warrant Arrests); Suspicion; Curfew and Loitering Laws; Runaways			
UCR Part 2 Crimes-TOTAL	200	249	2,010
TOTAL OFFENSES (UCR Part 1 & Part 2 Crimes)	243	290	2,320

Domestic Violence Cases	Jul-21	Jul-20	YTD 2021
This number is included in Part 1 Crimes- Aggravated Assaults & Part 2 Crimes-Simple Assaults	6	11	45



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David Houser, Chief of Police

MONTHLY DEPARTMENTAL REPORT Jul-21

ARRESTS	Jul-21	Jul-20	YTD 2021
UCR Part 1 Crimes	6	6	46
UCR Part 2 Crimes	128	125	1,090
Juvenile Crimes	0	3	17
TOTAL ARRESTS	134	134	1,153

EOD Actions	15	33	140
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Emergency Order of Detentions include the preparation of reports and affidavit to commit persons for an emergency mental health evaluation, having the officer stand by while the evaluation is conducted by a mental health professional, and then the transport to an approved state mental health institution for treatment. (Norman, McAlester, Ada or Sulphur)

MOTOR VEHICLE COLLISIONS	Jul-21	Jul-20	YTD 2021
Injury Accidents	10	10	53
Property Damage Accidents	50	33	299
Private Property Accidents	18	15	91
Fatality Accidents	0	0	2
TOTAL ACCIDENTS	78	58	445

CITATIONS	Jul-21	Jul-20	YTD 2021
Traffic/Non-Traffic Citations	420	612	3,638
Warnings	186	343	1,079
DUI	5	9	80
TOTAL	611	964	4,797



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David Houser, Chief of Police

MONTHLY DEPARTMENTAL REPORT Jul-21

<i>CALLS FOR SERVICE</i>	<i>Jul-21</i>	<i>Jul-20</i>	<i>YTD 2021</i>
Durant Police Department	1,741	2,308	14,846
Bryan County*	1,794	1,997	15,575
TOTAL CALLS FOR SERVICE	3,535	4,305	30,421

*Bryan County *Calls for Service* include all calls received for any jurisdictions participating in the CAD System and contracting with the City of Durant for communication services: Achilles PD; Bryan County Sheriff's Office; Bennington PD; Bokchito PD; Bryan County District Attorney's Office; Caddo PD; Calera PD; Choctaw Nation Tribal; Colbert PD; OHP; and SOSU PD

<i>RESERVE HOURS</i>	70	188	1,072.50
<i>CHAPLAIN HOURS</i>	43.5	0.5	164.75

Department Report Totals (OSBI-UCR)

2021	>>> >>> >>>			MISC OFFENSES					<<<		<<<		<<<	>>> ARRESTS <<<				<<<	> COLLISIONS (MVC) <					>>> > CITATIONS < <<<				CALLS FOR SERVICE					>> ANIMAL CONTROL <<				
	MUR-		ROB-	ASSAULTS		BURG	LAR-	MV	AR-	UCR	UCR	TOTAL	DOM	UCR	UCR		TOTAL		INJU-	PROP	PRIV	FATAL-		TRAF/NON-					BRYAN		RESERVE	Chaplain		CITA-	FEES	ADOP-	
	DER	RAPE	BERY	AGG	SIMP	B&E	CENY	THEFT	SON	PT 1	PT 2	OFF	VIOL	PT 1	PT 2	JUV	TOTAL	EOD	RIES	DAM	PROP	ITIES	TOTAL	TRAF CITS	WARN	DUI	TOTAL	DURANT	CO	TOTAL	HOURS	Hours	CFS	TIONS	COLL	TIONS	
JAN	0	0	1	1	6	10	23	1	0	36	280	316	7	6	129	1	136	23	8	37	8	1	54	490	105	10	605	2,044	1,889	3,933	147.0	17.25	128	6			0
FEB	0	0	0	1	9	4	19	2	0	26	231	257	10	2	109	5	116	11	7	43	6	0	56	448	90	16	554	1,884	1,828	3,712	175.0	43.00	121	3			3
MAR	0	0	0	3	4	10	23	6	0	42	319	361	4	11	181	1	193	32	9	48	16	0	73	577	116	13	706	2,359	2,762	5,121	90.0	7.50	127	7			0
APR	0	0	0	5	8	5	32	3	0	45	330	375	4	5	191	4	200	18	4	51	15	0	70	656	260	17	933	2,346	2,494	4,840	110.0	18.75					
MAY	0	0	1	4	9	15	34	5	0	59	328	387	9	13	190	1	204	20	9	45	10	1	65	633	157	11	801	2,391	2,495	4,886	140.5	26.25					
JUNE	1	2	0	1	10	6	38	11	0	59	322	381	5	3	162	5	170	21	6	25	18	0	49	414	165	8	587	2,081	2,313	4,394	340.0	8.50					
JULY	0	0	1	6	7	3	23	10	0	43	200	243	6	6	128	0	134	15	10	50	18	0	78	420	186	5	611	1,741	1,794	3,535	70.0	43.50					
AUG										0		0					0						0							0							
SEPT										0		0					0						0							0							
OCT										0		0					0						0							0							
NOV										0		0					0						0							0							
DEC										0		0					0						0							0							
TOTAL	1	2	3	21	53	53	192	38	0	310	2,010	2,320	45	46	1,090	17	1,153	140	53	299	91	2	445	3,638	1,079	80	4,797	14,846	15,575	30,421	1,072.50	164.75	376	16		3	

2020	>>> >>> >>>			MISC OFFENSES					<<<		<<<		<<<	>>> ARRESTS <<<						> COLLISIONS (MVC) <					>>> > CITATIONS < <<<				CALLS FOR SERVICE					>> ANIMAL CONTROL <<			
	MUR-		ROB-	ASSAULTS		BURG	LAR-	MV	AR-	UCR	UCR	TOTAL	DOM	UCR	UCR				INJU-	PROP	PRIV	FATAL-		TRAF/NON					BRYAN		RESERVE	Chaplain		CITA-	FEELS	ADOP-	
	DER	RAPE	BERY	AGG	SIMP	B&E	CENY	THEFT	SON	PT 1	PT 2	OFF	VIOL	PT 1	PT 2	JUV	TOTAL	EOD	RIES	DAM	PROP	ITIES	TOTAL	TRAF CITS	WARN	DUI	TOTAL	DURANT	CO	TOTAL	HOURS	Hours	CFS	TIONS	COLL	TIONS	
JAN	0	2	0	1	9	19	41	4	0	67	283	350	5	10	161	0	171	29	11	36	11	0	58	655	151	11	817	2,592	1,646	4,238	134.5	17.75	207	0			3
FEB	0	1	1	1	10	3	32	5	1	44	270	314	3	5	152	2	159	16	11	41	11	0	63	569	118	12	699	2,263	1,633	3,896	90.0	26.25	172	1			2
MAR	2	0	0	2	11	9	30	5	0	48	213	261	5	7	111	1	119	24	4	34	10	0	48	293	57	5	355	1,773	1,776	3,549	134.0	7.50	112	3			1
APR	0	0	1	0	10	13	28	4	0	46	151	197	6	6	54	9	69	23	2	12	2	0	16	95	35	4	134	1,402	1,395	2,797	130.0	8.50	205	9			1
MAY	0	1	0	9	9	14	34	1	0	59	284	343	6	6	125	1	132	27	6	23	11	1	41	622	155	13	790	2,735	1,993	4,728	207.0	22.75	239	5			1
JUNE	0	1	0	2	19	17	37	4	0	61	332	393	11	3	148	1	152	33	5	31	14	0	50	645	374	6	1,025	2,430	2,073	4,503	204.0	23.25	194	23			1
JULY	0	0	1	1	16	11	22	6	0	41	249	290	11	6	125	3	134	33	10	33	15	0	58	612	343	9	964	2,308	1,997	4,305	188.0	0.50	208	12			1
AUG	0	0	1	2	11	12	47	3	0	65	346	411	10	9	167	4	180	27	8	32	9	0	49	522	196	16	734	2,220	2,204	4,424	210.0	12.25	157	19			0
SEPT	0	1	0	3	8	10	22	3	0	39	254	293	8	7	149	2	158	42	13	36	8	1	58	297	78	4	379	2,091	1,919	4,010	194.0	9.25	227	9			3
OCT	0	1	1	2	10	8	28	3	0	43	326	369	6	13	173	1	187	25	11	40	11	0	62	353	81	6	440	2,166	2,044	4,210	129.0	10.75	267	21			0
NOV	0	0	0	0	10	10	30	4	0	44	231	275	7	8	112	3	123	17	9	36	5	0	50	499	73	4	576	2,231	2,106	4,337	177.0	4.25	184	34			0
DEC	0	0	0	3	16	9	26	5	0	43	191	234	13	18	82	6	106	22	13	39	10	0	62	314	52	3	369	1,815	1,935	3,750	165.0	1.50	153	8			4
TOTAL	2	7	5	26	139	135	377	47	1	600	3,130	3,730	91	98	1,559	33	1,690	318	103	393	117	2	615	5,476	1,713	93	7,282	26,026	22,721	48,747	1,962.50	144.50	2,325	144			17

Department Report Totals (OSBI-UCR)

2019	>>>			MISC OFFENSES								<<<			DOM VIOL	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <					>>> > CITATIONS < <<<				CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <<			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG	SIMP	BURG B&E	LAR- CENY	MV THEFT	AR- SON	UCR PT 1	UCR PT 2	TOTAL OFF	UCR PT 1	UCR PT 2		JUV	TOTAL	INJU- RIES	PROP DAM		PRIV PROP	FATAL- ITIES	TOTAL	TRAF/NON- TRAF CITS	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL	CFS	CITA- TIONS			FEES COLL	ADOP- TIONS		
JAN	0	0	0	11	5	18	25	2	0	56	221	277	6	14	128	1	143	24	13	30	12	1	56	311	246	10	567	1,975	1,994	3,969	95.0	14.75	168	2		4		
FEB	0	0	0	3	14	14	35	1	0	53	193	246	10	10	104	0	114	13	6	35	14	0	55	241	173	9	423	1,764	1,718	3,482	91.0	4.25	163	1		3		
MAR	1	0	0	9	11	16	36	1	0	63	222	285	9	6	136	1	143	16	8	33	15	0	56	239	133	15	387	1,746	2,034	3,780	105.0	9.75	199	4		6		
APR	0	0	1	2	15	11	32	5	0	51	235	286	8	8	121	0	129	23	14	45	8	0	67	252	106	7	365	1,916	1,684	3,600	104.0	10.50	196	1		4		
MAY	0	0	0	8	20	15	66	8	1	98	280	378	16	19	153	6	178	22	17	38	15	0	70	422	132	15	569	2,409	2,039	4,448	329.0	15.50	161	1		4		
JUNE	0	4	1	3	12	9	54	6	0	77	250	327	10	15	139	1	155	23	9	30	22	0	61	367	192	7	566	2,304	1,946	4,250	123.0	3.00	191	2		11		
JULY	0	1	0	4	10	12	50	9	0	76	273	349	7	16	128	2	146	27	13	22	18	0	53	317	207	8	532	2,090	1,938	4,028	151.0	3.50	207	2		7		
AUG	0	1	0	4	10	14	65	3	0	87	286	373	7	10	140	5	155	17	9	26	24	0	59	458	338	10	806	2,418	1,779	4,197	232.0	4.00	180	3		12		
SEPT	0	0	1	3	12	12	34	4	0	54	236	290	6	11	145	0	156	20	12	35	19	0	66	493	378	14	885	2,327	1,783	4,110	198.5	5.75	208	3		22		
OCT	0	0	0	2	14	19	43	6	0	70	219	289	8	11	133	3	147	24	13	27	13	1	54	291	51	23	365	2,057	1,642	3,699	351.0	15.75	242	11		22		
NOV	0	0	0	2	11	20	48	8	1	79	236	315	5	14	138	1	153	16	13	26	14	2	55	221	29	20	270	1,938	1,607	3,545	310.0	13.50	235	6		8		
DEC	0	1	2	1	8	30	46	4	0	84	272	356	4	10	164	1	175	31	13	30	11	1	55	244	122	14	380	2,141	1,797	3,938	528.0	8.00	222	4		41		
TOTAL	1	7	5	52	142	190	534	57	2	848	2,923	3,771	96	144	1,629	21	1,794	256	140	377	185	5	707	3,856	2,107	152	6,115	25,085	21,961	47,046	2,617.50	108.25	2,372	40		144		

2018	>>> >>> >>>			MISC OFFENSES					<<<		<<< <<<			DOM VIOL	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <					>>> > CITATIONS < <<<				CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <<			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG	SIMP	BURG B&E	LAR- CENY	MV THEFT	AR- SON	UCR PT 1	UCR PT 2	TOTAL OFF	UCR PT 1		UCR PT 2	JUV	TOTAL	INJU- RIES		PROP DAM	PRIV PROP	FATAL- ITIES	TOTAL	TRAF/NON- TRAF CITS	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL	CFS			CITA- TIONS	FEES COLL	ADOP- TIONS	
JAN	0	0	0	1	11	20	40	1	0	62	243	305	6	6	130	6	142	20	9	28	10	0	47	321	320	6	647	1,741	1,728	3,469	220.0	13.75	172	2		31	
FEB	0	0	1	9	7	16	41	3	0	70	209	279	8	12	100	1	113	15	10	45	12	0	67	205	53	2	260	1,621	1,548	3,169	184.0	8.25	151	1		29	
MAR	0	0	0	1	20	12	57	5	0	75	226	301	8	12	105	3	120	21	20	33	12	1	66	261	102	5	368	1,883	2,141	4,024	167.5	4.75	191	1		42	
APR	0	0	0	2	10	16	51	8	1	78	223	301	5	10	101	5	116	20	19	37	17	0	73	296	190	6	492	1,647	1,870	3,517	145.0	12.50	153	0		38	
MAY	0	1	0	4	10	19	86	5	1	116	254	370	8	15	124	1	140	27	13	31	11	0	55	239	120	7	366	2,010	2,268	4,278	178.0	17.25	142	0		41	
JUNE	0	0	0	4	13	19	70	5	1	99	249	348	8	15	109	3	127	18	15	29	20	0	64	222	260	4	486	1,987	2,040	4,027	242.0	9.75	161	0		5	
JULY	0	0	0	2	7	22	52	4	0	80	211	291	4	15	101	6	122	19	10	25	12	0	47	177	279	9	465	1,904	2,024	3,928	167.0	5.00	166	2		3	
AUG	0	0	1	6	17	9	48	5	0	69	237	306	6	11	126	1	138	24	11	27	11	1	50	196	210	8	414	1,771	2,165	3,936	122.0	8.25	156	1		4	
SEPT	0	0	1	5	8	19	40	6	0	71	186	257	9	17	84	2	103	24	15	32	10	0	57	154	220	3	377	1,672	2,059	3,731	235.5	2.25	196	0		7	
OCT	0	1	0	6	5	10	51	7	0	75	229	304	6	12	125	2	139	26	11	35	14	0	60	190	126	6	322	1,764	1,741	3,505	245.5	9.75	196	0		12	
NOV	0	1	1	2	10	16	55	2	1	78	261	339	6	15	112	1	128	20	12	42	11	0	65	231	275	6	512	1,851	1,897	3,748	104.0	4.00	178	3		2	
DEC	0	1	0	3	10	16	66	7	0	93	220	315	8	15	120	8	143	21	8	36	10	1	55	244	151	12	407	2,031	2,027	4,058	244.0	13.00	227	2		6	
TOTAL	0	4	4	45	128	194	657	58	4	966	2,748	3,716	82	155	1,337	39	1,531	255	153	400	150	3	706	2,736	2,306	74	5,116	21,882	23,508	45,390	2,254.50	108.50	2,089	12		220	

Department Report Totals (OSBI-UCR)

2017	MISC OFFENSES												DOM VIOL	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<				CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <<			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS		BURG B&E	LAR- CENY	MV THEFT	AR- SON	UCR PT 1	UCR PT 2	TOTAL OFF		UCR PT 1	UCR PT 2	JUV	TOTAL		INJU- RIES	PROP DAM	PRIV PROP	FATAL- ITIES	TOTAL	TRAF/NON- TRAF CITS	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL	CFS			CITA- TIONS	FELS COLL	ADOP- TIONS	
				AGG	SIMP																																
JAN	0	0	0	5	12	17	64	8	0	94	324	418	7	20	168	6	194	21	4	32	13	0	49	675	373	9	1,057	2,493	2,036	4,529	150.5	34.00	185	1		51	
FEB	0	0	0	4	22	14	67	8	0	93	272	365	15	16	130	10	156	21	11	38	9	0	58	437	454	8	899	1,914	1,951	3,865	109.0	43.75	141	5		27	
MAR	0	0	0	6	15	14	39	4	0	63	281	344	9	17	144	5	166	10	15	41	19	0	75	299	224	8	531	2,059	2,025	4,084	177.0	40.25	174	1		40	
APR	0	1	0	4	11	9	57	2	0	73	248	321	9	20	114	5	139	22	5	44	17	0	66	352	48	2	402	1,815	1,890	3,705	152.0	19.50	133	5		34	
MAY	0	0	0	1	10	14	46	5	0	66	203	269	4	10	117	7	134	18	10	31	6	0	47	235	109	9	353	2,098	1,959	4,057	205.0	22.00	103	0		24	
JUNE	0	1	1	6	9	19	58	2	0	87	211	298	7	18	94	6	118	17	14	30	9	1	54	186	32	11	229	1,953	2,015	3,968	298.0	4.50	172	1		31	
JULY	0	0	1	2	12	29	62	3	0	97	204	301	9	14	107	3	124	25	11	41	13	0	65	262	268	7	537	2,089	1,951	4,040	203.0	11.50	163	0		37	
AUG	0	1	0	2	24	27	61	4	0	95	211	306	14	7	93	4	104	16	10	30	23	0	63	471	664	5	1,140	1,939	2,156	4,095	142.0	14.00	169	3		28	
SEPT	0	2	0	6	7	23	45	3	0	79	232	311	9	14	108	4	126	21	10	32	13	1	56	278	92	8	378	2,104	2,033	4,137	159.0	4.75	198	3		38	
OCT	0	1	0	6	7	24	46	3	0	80	218	298	2	15	104	2	121	23	19	33	17	0	69	341	244	8	593	2,023	2,065	4,088	0.0	13.25	219	0		20	
NOV	0	0	1	3	16	16	57	5	0	82	230	312	6	13	109	6	128	19	13	27	14	1	55	216	103	4	323	1,681	1,978	3,659	163.0	8.75	174	2		18	
DEC	0	1	3	3	20	18	64	5	0	94	203	297	10	15	100	2	117	13	9	27	15	0	51	146	23	4	173	1,632	1,776	3,408	315.0	13.00	136	0		31	
TOTAL	0	7	6	48	165	224	666	52	0	1,003	2,837	3,840	101	179	1,388	60	1,627	226	131	406	168	3	708	3,898	2,634	83	6,615	23,800	23,835	47,635	2,073.50	229.25	1,967	21		379	

2016	>>> >>> >>>			MISC OFFENSES							<<<			<<<			<<<	>>> ARRESTS <<<				<<<	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <<			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG	SIMP	BURG B&E	LAR- CENY	MV THEFT	AR- SON	UCR PT 1	UCR PT 2	TOTAL OFF	DOM VIOL	UCR PT 1	UCR PT 2	JUV		TOTAL	EOD	INJU- RIES	PROP DAM		PRIV PROP	FATAL- ITIES	TOTAL	TRAF- FIC	NON- TRAF	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL	CFS	CITA- TIONS	FELS COLL			ADOP- TIONS			
JAN	0	0	1	3	9	11	50	3	0	68	231	299	6	19	138	7	164	20	7	40	14	0	61	261	62	126	11	460	1,802	1,691	3,493	295.0	21.75	119	2		31					
FEB	0	1	1	5	17	8	55	1	1	72	244	316	11	14	118	18	150	12	12	40	13	0	65	445	69	246	10	770	1,869	1,757	3,626	200.0	14.25	133	2		26					
MAR	0	0	0	2	25	10	50	3	1	66	221	287	13	14	113	6	133	22	14	51	19	0	84	373	73	134	10	590	2,073	1,895	3,968	143.5	22.25	181	11		46					
APR	0	1	0	4	23	22	45	5	1	78	241	319	15	21	124	10	155	22	2	37	18	0	57	405	61	207	15	688	1,986	1,857	3,843	230.0	8.00	169	6		22					
MAY	0	1	0	8	10	18	75	1	0	103	214	317	9	25	108	6	139	18	13	40	4	2	59	371	56	111	7	545	2,267	2,170	4,437	178.5	43.75	144	4		25					
JUNE	0	0	2	1	16	13	66	2	0	84	242	326	11	19	53	10	82	24	16	35	8	1	60	228	49	87	9	373	2,121	1,981	4,102	203.0	3.25	185	1		51					
JULY	0	1	0	9	8	19	74	1	0	104	236	340	7	16	114	1	131	16	8	26	14	0	48	214	30	109	9	362	2,239	2,029	4,268	87.0	12.25	224	3		39					
AUG	0	1	0	8	16	15	59	2	0	85	252	337	17	19	147	9	175	20	12	37	14	0	63	377	36	117	12	542	2,698	1,917	4,615	320.5	14.75	179	2		52					
SEPT	0	0	0	4	12	13	50	1	0	68	258	326	6	14	119	5	138	16	13	29	17	0	59	338	10	59	6	413	2,349	1,830	4,179	302.0	9.50	171	6		30					
SubT	0	5	4	44	136	129	524	19	3	728	2,139	2,867	95	161	1,034	72	1,267	170	97	335	121	3	556	####	446	1,196	89	4,743	19,404	17,127	36,531	1,960	150	1,505	37		322					
OCT	0	0	0	1	14	16	68	5	0	90	218	308	5	19	102	6	127	15	11	31	18	1	61	333		53	6	392	2,160	1,766	3,926	272.0	15.30	134	2		67					
NOV	0	1	0	3	13	16	85	4	0	109	237	346	7	23	98	9	130	26	9	41	14	2	66	435		200	7	642	1,919	1,685	3,604	193.0	18.50	110	4		28					
DEC	0	0	1	5	10	7	45	5	0	63	193	256	7	11	84	8	103	19	8	27	23	0	58	348		196	0	544	1,999	1,921	3,920	215.0	31.50	145	0		28					
SubT	0	1	1	9	37	39	198	14	0	262	648	910	19	53	284	23	360	60	28	99	55	3	185	1,116	449	13	1,578	6,078	5,372	11,450	680	65	389	6		123						
TOTAL	0	6	5	53	173	168	722	33	3	990	2,787	3,777	114	214	1,318	95	1,627	230	125	434	176	6	741	4,574	1,645	102	6,321	25,482	22,499	47,981	2,640	215	1,894	43		445						

Department Report Totals (OSBI-UCR)

2015	MISC OFFENSES												DOM VIOL	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <<			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG	SIMP	BURG B&E	LAR- CENY	MV THEFT	AR- SON	UCR PT 1	UCR PT 2	TOTAL OFF		UCR PT 1	UCR PT 2	JUV	TOTAL		INJU- RIES	PROP DAM	PRIV PROP	FATAL- ITIES	TOTAL	TRAF- FIC	NON- TRAF	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL	CFS			CITA- TIONS	FEES COLL	ADOP- TIONS	
JAN	0	2	0	1	9	16	73	3	0	95	245	349	7	25	120	6	151	21	9	36	9	2	56	422	62	62	9	555	2,247	1,730	3,977	248.5	13.50	123	0	\$57	20	
FEB	0	0	0	2	14	23	80	1	0	106	235	355	11	24	114	12	150	11	11	36	12	0	59	373	89	96	14	572	1,857	1,443	3,300	250.0	28.00	152	3	\$162	21	
MAR	0	0	0	1	17	20	97	4	2	124	243	384	8	32	138	10	180	12	5	42	15	1	63	148	90	91	6	335	1,957	1,875	3,832	284.5	27.75	160	12	\$109	25	
APR	0	0	0	6	15	23	75	5	0	109	216	340	12	27	119	6	152	20	12	32	13	0	57	163	70	67	6	306	1,950	1,991	3,941	306.5	16.25	117	5	\$20	13	
MAY	0	0	0	3	15	13	81	4	0	101	211	327	12	27	111	14	152	18	5	33	17	1	56	283	79	78	9	449	2,002	1,967	3,969	392.0	21.50	143	1	\$17	15	
JUNE	0	2	1	2	14	10	62	3	0	80	211	305	7	16	119	6	141	17	10	39	15	0	64	326	74	117	10	527	2,196	1,984	4,180	149.0	5.25	171	3	\$0	27	
JULY	0	2	0	4	16	18	56	3	0	83	230	329	15	23	147	5	175	19	13	26	19	1	59	362	75	113	12	562	2,312	1,860	4,172	330.0	23.00	161	1	\$0	23	
AUG	0	0	0	3	5	11	72	0	0	86	253	344	7	19	151	4	174	19	12	35	20	0	67	291	66	125	8	490	2,353	1,817	4,170	212.0	26.25	139	1	\$0	25	
SEPT	0	1	0	5	17	12	62	6	0	86	268	371	15	19	148	8	175	18	8	30	27	0	65	175	68	154	11	408	2,045	1,650	3,695	233.0	9.25	157	2	\$0	20	
OCT	0	0	2	2	19	17	98	5	0	124	220	363	12	25	109	10	144	22	18	39	13	0	70	250	53	134	6	443	1,783	1,621	3,404	291.0	20.50	164	9	\$0	27	
NOV	0	0	0	2	7	13	68	4	0	87	164	258	4	22	87	5	114	12	6	35	14	0	55	268	57	165	2	492	1,583	1,743	3,326	407.0	14.50	133	14	\$0	31	
DEC	0	1	0	5	12	9	59	4	1	79	182	273	8	26	96	4	126	16	15	36	16	0	67	222	56	186	9	473	1,556	1,587	3,143	408.0	25.75	135	10	\$0	40	
Totals	0	8	3	36	160	185	883	42	3	1,160	2,678	3,998	118	285	1,459	90	1,834	205	124	419	190	5	738	####	839	1,388	102	5,612	23,841	21,268	45,109	3,511.5	231.50	1,755	61	\$365	287	

2014	MISC OFFENSES												DOM VIOL	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <					>>> > CITATIONS < <<<					CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <<			
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG	SIMP	BURG B&E	LAR- CENY	MV THEFT	AR- SON	UCR PT 1	MISC OFF	TOTAL OFF		FEL- ONIES	MISD	JUV	TOTAL		INJU- RIES	PROP DAM	PRIV PROP	FATAL- ITIES	TOTAL	TRAF- FIC	NON- TRAF	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL			CFS	CITA- TIONS	FEES COLL	ADOP- TIONS
JAN	0	0	0	8	0	12	66	6	0	92	239	331	6	42	142	9	193	21	11	28	14	0	53	324	63	8	14	409	2,164	1,473	3,637	348.0		122	0	\$188	28
FEB	0	0	0	2	0	12	77	3	0	94	184	278	5	50	79	11	140	11	10	43	16	0	69	169	57	7	8	241	1,748	1,374	3,122	259.5		103	4	\$91	13
MAR	0	1	0	4	0	20	71	4	0	100	210	310	9	41	70	9	120	16	11	41	10	1	63	128	43	18	6	195	1,947	1,587	3,534	447.5		152	1	\$154	22
APR	0	0	0	7	1	14	60	3	0	84	236	321	13	45	110	3	158	13	6	23	9	1	39	138	101	0	18	257	2,041	1,652	3,693	472.0		151	7	\$50	15
MAY	0	1	2	3	1	28	71	6	1	112	257	371	9	53	129	9	191	13	5	46	13	0	64	291	97	43	13	444	2,322	1,907	4,229	459.5		113	0	\$111	27
JUNE	0	1	0	4	15	16	65	7	0	93	257	365	10	51	137	6	194	13	6	32	7	1	46	112	63	7	8	190	2,060	1,671	3,731	246.5		93	1	\$214	22
JULY	0	0	0	5	11	29	60	8	0	102	215	328	10	49	109	5	163	18	5	30	14	0	49	136	47	221	8	412	2,089	1,531	3,620	217.5		113	0	\$70	24
AUG	0	1	1	4	18	29	67	7	0	109	250	377	9	60	126	6	192	7	9	30	11	0	50	175	86	332	15	608	1,938	1,578	3,516	425.0		87	0	\$70	13
SEPT	0	2	1	10	9	16	85	4	0	118	207	334	5	10	154	4	168	14	10	50	18	0	78	182	75	368	10	635	1,965	1,529	3,494	340.0		112	2	\$60	17
OCT	0	0	0	5	16	21	82	8	0	116	234	366	10	62	103	7	172	11	6	57	26	0	89	80	72	2	10	164	1,820	1,664	3,484	333.5		119	2	\$74	19
NOV	0	0	0	5	8	13	50	3	0	71	201	280	8	44	98	4	146	17	16	41	11	0	68	157	58	278	7	500	1,643	1,587	3,230	188.5		96	0	\$122	17
DEC	0	2	0	0	14	11	77	2	0	92	227	333	6	56	83	7	146	13	10	30	14	0	54	161	45	162	6	374	1,708	1,693	3,401	266.5		115	1	\$64	19
Totals	0	8	4	57	93	221	831	61	1	1,183	2,717	3,994	100	563	1,340	80	1,983	167	105	451	163	3	722	####	807	1,446	123	4,429	23,445	19,246	42,691	4,004.0		1,376	18	\$1,268	236

Department Report Totals (OSBI-UCR)

2013	>>> >>> >>>			MISC OFFENSES							<<<		<<<		DOM VIOL	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <					>>> > CITATIONS < <<<					CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <<			
	MUR-		ROB-	ASSAULTS		BURG	LAR-	MV	AR-		MISC	TOTAL	FEL-				TOTAL	INJU-	PROP		PRIV	FATAL-		TRAF-	NON-					BRYAN		CFS	CITA-			FEES	ADOP-		
	DER	RAPE	BERY	AGG	SIMP	B&E	CENY	THEFT	SON		OFF	OFF	ONIES	MISD		JUV	TOTAL	RIES	DAM		PROP	ITIES	TOTAL	FIC	TRAF	WARN	DUI	TOTAL	DURANT	CO	TOTAL	HOURS				TIONS	COLL	TIONS	
JAN	0	1	1	10	9	20	64	4	1		180	290	9	50	128	6	184	10	11	34	11	1	57	277	40	144	6	467	1,705	1,390	3,095	564.5		114	1	\$67	20		
FEB	0	0	0	9	9	11	50	1	0		221	301	9	49	137	3	189	13	9	36	26	0	71	255	43	36	7	341	1,566	1,220	2,786	502.0		121	1	\$213	27		
MAR	0	0	1	20	12	25	73	2	1		188	322	11	54	111	6	171	13	10	32	11	0	53	271	32	52	7	362	1,705	1,584	3,289	424.0		164	1	\$203	29		
APR	0	0	2	16	13	32	63	4	1		208	339	12	35	115	4	154	18	10	40	13	0	63	203	27	21	4	255	1,658	1,428	3,086	506.5		185	1	\$164	43		
MAY	0	1	0	9	10	28	72	3	0		208	330	10	20	157	7	177	17	17	37	13	0	67	236	41	49	11	337	1,986	1,400	3,386	377.0		164	3	\$105	27		
JUNE	0	0	0	19	4	27	71	0	0		192	313	14	32	129	14	175	20	10	24	7	0	41	145	41	39	7	232	1,726	1,471	3,197	356.5		137	0	\$189	33		
JULY	0	3	0	11	8	14	84	5	0		164	289	9	54	121	3	178	25	12	35	17	0	64	144	46	35	10	235	1,906	1,475	3,381	491.5		123	0	\$174	32		
AUG	0	2	1	9	9	17	92	6	1		211	348	8	97	138	8	243	11	10	39	11	0	60	187	55	30	8	280	1,960	1,540	3,500	479.0		170	1	\$192	29		
SEPT	0	0	2	13	8	34	96	0	0		250	403	11	71	102	7	180	17	13	32	13	0	58	117	131	5	10	263	1,808	1,831	3,639	339.5		150	2	\$67	26		
OCT	0	1	1	5	9	27	69	6	0		237	355	10	47	108	4	155	23	16	23	16	0	55	48	57	2	5	112	1,607	1,504	3,111	402.5		140	1	\$40	23		
NOV	0	0	0	10	12	19	67	3	0		203	314	6	37	105	8	150	13	11	39	13	0	63	192	54	28	13	287	1,861	1,535	3,396	341.5		123	1	\$105	18		
DEC	0	2	2	17	3	23	58	5	0		195	305	8	26	109	11	146	10	10	44	13	0	67	138	47	25	5	215	1,755	1,451	3,206	411.5		85	1	\$51	10		
Totals	0	10	10	148	106	277	859	39	4		2,457	3,909	117	572	1,460	81	2,102	190	139	415	164	1	719	####	614	466	93	3,386	21,243	17,829	39,072	5,196.0		1,676	13	\$1,570	317		

2012	>>> >>> >>>			MISC OFFENSES							<<<		<<<		DOM	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <					>>> > CITATIONS < <<<					CALLS FOR SERVICE			RESERVE	Chaplain	>> ANIMAL CONTROL <<			
	MUR-		ROB-	ASSAULTS		BURG	LAR-	MV	AR-		MISC	TOTAL	FEL-					INJU-	PROP		PRIV	FATAL-		TRAF-	NON-				BRYAN			CFS	CITA-			FEES	ADOP-		
	DER	RAPE	BERY	AGG	SIMP	B&E	CENY	THEFT	SON		OFF	OFF	VIOL	ONIES		MISD	JUV	TOTAL	RIES		DAM	PROP	ITIES	TOTAL	FIC	TRAF	WARN	DUI	TOTAL	DURANT	CO	TOTAL	HOURS			Hours	TIONS	COLL	TIONS
JAN	0	1	0	7	9	11	55	3	0		175	261	8	31	135	8	174	11	11	24	14	0	49	225	37	213	12	487	1,957	1,672	3,629	541.0		163	0	\$342	28		
FEB	0	0	0	3	4	10	43	2	0		203	265	4	29	115	2	146	10	8	27	12	0	47	230	31	178	12	451	1,752	1,348	3,100	580.0		181	2	\$349	56		
MAR	0	0	0	9	4	5	41	0	0		194	253	6	36	143	5	184	10	11	31	11	0	53	230	35	139	16	420	2,044	1,368	3,412	570.5		181	0	\$224	51		
APR	0	0	2	14	10	7	37	4	0		210	284	16	34	169	6	209	10	8	36	5	0	49	220	47	46	21	334	1,907	1,564	3,471	697.5		138	1	\$463	19		
MAY	0	1	1	9	12	17	37	3	1		215	296	9	32	132	7	171	9	9	33	9	0	51	145	27	34	13	219	1,852	1,643	3,495	845.0		127	0	\$185	20		
JUNE	0	0	0	19	14	15	53	3	0		158	262	12	35	109	7	151	8	12	34	11	0	57	200	27	93	9	329	1,925	1,555	3,480	914.5		164	1	\$178	23		
JULY	0	0	2	22	4	20	75	5	0		239	367	11	44	151	25	220	13	9	28	12	0	49	189	52	298	18	557	2,176	1,740	3,916	591.0		147	0	\$158	28		
AUG	0	4	1	19	4	22	67	0	0		214	331	9	41	142	6	189	17	12	38	15	0	65	128	45	54	5	232	1,804	1,468	3,272	547.5		167	0	\$352	44		
SEPT	0	2	0	16	9	17	54	3	1		209	311	9	50	164	8	222	10	14	39	17	0	70	297	73	12	8	390	1,968	1,406	3,374	514.5		177	1	\$130	44		
OCT	0	1	1	11	3	27	51	7	0		215	316	9	35	172	8	215	22	14	39	12	0	65	282	70	15	7	374	1,708	1,478	3,186	722.0		173	1	\$316	30		
NOV	0	1	1	7	12	21	66	3	0		184	295	9	44	160	12	216	8	16	25	20	0	61	206	58	55	8	327	1,646	1,438	3,084	479.0		124	2	\$237	33		
DEC	0	1	1	7	6	22	56	3	0		156	252	9	31	94	5	130	6	21	42	17	0	80	132	31	37	5	205	1,646	1,395	3,041	507.0		86	2	\$20	15		
Totals	0	11	9	143	91	194	635	36	2		2,372	3,493	111	442	1,686	99	2,227	134	145	396	155	0	696	#####	533	1,174	134	4,325	22,385	18,075	40,460	7,509.5		1,828	10	\$2,954	391		

Department Report Totals (OSBI-UCR)

2011	MISC OFFENSES												DOM VIOL	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <<						
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG SIMP		BURG B&E	LAR- CENY	MV THEFT	AR- SON		MISC OFF	TOTAL OFF		FEL- ONIES					TOTAL	INJU- RIES	PROP DAM	PRIV PROP	FATAL- ITIES		TOTAL	TRAF- FIC	NON- TRAF	WARN	DUI		TOTAL				BRYAN CO		TOTAL	CFS	CITA- TIONS	FEES COLL	ADOP- TIONS
JAN	0	3	1	4	14	14	46	3	1		149	235	8	43	168	4	215	11	8	15	41	0	64	428	40	109	22	599	1,625	1,680	3,305	646.5		187	0	\$404	50				
FEB	0	1	0	8	5	8	35	6	1		180	244	6	36	118	1	155	7	9	50	16	0	75	215	39	54	9	317	1,441	1,439	2,880	681.5		185	0	\$310	51				
MAR	0	0	0	7	18	18	39	5	0		260	347	17	41	157	6	204	6	13	38	14	0	65	199	40	95	19	353	1,722	1,676	3,398	758.5		228	1	\$451	52				
APR	0	2	1	6	17	17	25	2	0		259	329	10	29	164	9	202	7	13	49	20	0	82	224	42	69	17	352	1,633	1,568	3,201	1,043.0		166	3	\$281	45				
MAY	0	0	1	12	6	21	31	3	1		270	345	9	42	205	3	250	9	14	45	9	0	68	451	35	82	15	583	1,950	1,709	3,659	527.5		219	1	\$272	58				
JUNE	0	0	1	16	12	13	33	3	0		253	331	19	39	158	6	203	9	11	28	15	0	54	328	45	59	20	452	1,912	1,694	3,606	732.0		152	1	\$124	32				
JULY	0	2	2	11	12	15	41	5	0		173	261	17	30	113	2	145	12	10	30	19	0	59	370	24	83	6	483	1,832	1,849	3,681	379.5		191	1	\$324	50				
AUG	0	2	1	22	14	16	45	5	0		129	234	21	49	118	2	169	7	10	23	19	0	52	171	25	36	7	239	1,854	1,832	3,686	306.0		206	0	\$340	49				
SEPT	0	3	1	13	11	19	46	8	0		250	351	14	46	139	1	186	17	12	31	20	0	63	123	49	42	15	229	2,050	1,812	3,862	458.0		279	1	\$466	39				
OCT	0	6	1	6	8	26	57	4	0		229	337	10	42	159	6	207	4	10	35	16	0	61	148	45	112	16	321	2,068	1,749	3,817	523.5		194	1	\$359	40				
NOV	0	2	2	8	12	33	53	1	0		186	297	9	30	123	8	161	15	8	24	15	0	47	81	34	129	12	256	1,545	1,586	3,131	397.0		164	1	\$362	59				
DEC	0	1	0	13	11	23	52	2	0		189	291	15	29	126	9	164	11	11	43	17	0	71	135	42	85	8	270	1,512	1,713	3,225	597.0		162	0	\$481	58				
Totals	0	22	11	126	140	223	503	47	3		2,527	3,602	155	456	1,748	57	2,261	115	129	411	221	0	761	####	460	955	166	4,454	21,144	20,307	41,451	7,050.0		2,333	10	\$4,174	583				

2010	MISC OFFENSES												DOM VIOL	>>> ARRESTS <<<				EOD	> COLLISIONS (MVC) <						>>> > CITATIONS < <<<					CALLS FOR SERVICE			RESERVE HOURS	Chaplain Hours	>> ANIMAL CONTROL <<					
	MUR- DER	RAPE	ROB- BERY	ASSAULTS AGG SIMP		BURG B&E	LAR- CENY	MV THEFT	AR- SON		MISC OFF	TOTAL OFF		FEL- ONIES	MISD	JUV	TOTAL			INJU- RIES	PROP DAM	PRIV PROP	FATAL- ITIES	TOTAL	TRAF- FIC	NON- TRAF	WARN	DUI	TOTAL	DURANT	BRYAN CO	TOTAL					CFS	CITA- TIONS	FEES COLL	ADOP- TIONS
JAN	0	2	1	5	0	24	44	4	0		191	271	10	30	107	9	146	4	8	36	15	0	59	662					1,961	1,533	3,494	385.5		215	0	\$326	14			
FEB	0	1	0	14	1	4	30	1	0		250	301	13	25	96	4	125	7	11	38	17	0	66	284	50	245	15	594	1,796	1,520	3,316	573.0		188	3	\$279	22			
MAR	0	0	0	6	0	21	23	1	0		362	413	8	36	148	1	185	10	10	42	13	0	65	313	46	201	20	580	1,831	1,578	3,409	686.0		233	0	\$497	49			
APR	1	0	1	4	14	16	30	3	1		266	335	11	120	32	7	159	4	10	32	15	0	57	588	45	155	9	797	2,063	1,581	3,644	717.0		188	2	\$421	26			
MAY	0	1	0	7	7	23	47	4	0		238	327	12	23	145	3	171	4	11	37	18	0	66	444	43	126	22	635	2,000	1,800	3,800	466.0		193	0	\$194	15			
JUNE	0	0	0	7	16	10	52	1	0		252	338	14	25	115	10	150	7	6	27	6	0	39	238	43	57	10	348	1,715	1,628	3,343	892.5		205	0	\$236	9			
JULY	0	1	1	15	3	28	67	3	0		267	385	12	31	120	5	156	3	9	37	15	0	61	334	50	95	13	492	1,886	1,639	3,525	325.5		228	0	\$274	19			
AUG	0	0	0	18	4	18	52	4	1		287	384	11	28	142	6	176	8	11	33	14	0	58	135	66	23	17	241	1,832	1,709	3,541	353.0		209	0	\$148	9			
SEPT	0	6	0	9	6	34	27	5	1		251	339	5	22	140	5	167	14	11	34	13	1	59	134	51	33	14	232	1,714	1,494	3,208	643.5		197	3	\$382	24			
OCT	0	0	0	9	20	33	51	2	0		269	384	6	53	208	4	265	6	13	37	13	1	64	228	76	112	14	430	1,865	1,587	3,452	672.5		207	2	\$342	22			
NOV	0	1	1	5	13	16	39	2	0		215	292	16	50	168	8	226	12	16	53	16	0	85	530	38	115	20	703	1,576	1,624	3,200	591.5		162	0	\$351	37			
DEC	0	2	0	12	9	27	44	1	0		288	383	6	49	158	6	213	8	13	39	9	0	61	282	57	38	16	393	1,569	1,491	3,060	707.5		107	0	\$164	25			
Totals	1	14	4	111	93	254	506	31	3		3,136	4,152	124	492	1,579	68	2,139	87	129	445	164	2	740	####	565	1,200	170	5,445	21,808	19,184	40,992	7,013.5		2,332	10	\$3,614	271			



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Ken Eppler, Director
Re: Discussion, Consideration and Possible Action on Resolution #R-2021-21, Adopting the Durant Emergency Operations Plan (EOP)

Consider Resolution #2021-21, Adopting the Durant Emergency Operations Plan (EOP)

Council Information / Action Requested

- Request approval of Resolution #2021 – 21, adopting the 2021 – 2022 Durant Emergency Operations Plan (EOP).

City Staff Information / Action Follow-up, if Council authorizes this action:

- The Emergency Management Staff has developed the 2021 – 2022 Durant Emergency Operations Plan (EOP).
- I, Kenneth Eppler, am presenting the 2021 – 2022 Durant Emergency Operations Plan (EOP) to the Durant City Council on September 14, 2021 @ 1800 and request Adoption by Resolution #2021 – 21. The Durant Emergency Operations Plan (EOP) is for the period October 1, 2021 – September 30, 2022.
- I, Kenneth Eppler, upon Adoption of the Emergency Operations Plan (EOP), will conduct a Stakeholders Meeting to review and discuss the 2021 – 2022 EOP.
- I, Kenneth Eppler, will provide the Stakeholders with an Electronic Copy of the 2021 – 2022 Durant Emergency Operations Plan (EOP).
- I, Kenneth Eppler, will provide additional documents on request, to authorized personnel, agencies, departments, and private sector partners aiding in disaster.

ATTACHMENTS:

1. Emergency Operations Plan (EOP) Resolution #2021 - 21
2. City of Durant EOP 2021-2022

RESOLUTION NO. 2021 – 21

RE: City of Durant Emergency Operations Plan

WHEREAS, The City of Durant is located in an area subject to danger and damage from a wide range of natural and man-made hazards;

WHEREAS, the parties have strong and abiding interest in reducing losses for potential disasters, and strive to create a sustainable community that is resistant to the human and economic cost of disasters, and

WHEREAS, The City of Durant believes that pre-emptive planning for safety and loss-reduction is of significant value to the community and is in the interest of public safety and economic security, and

WHEREAS, The City of Durant have responsibility for disaster preparedness for all persons in the Durant community, and

WHEREAS, The City of Durant is interdependent for support, assistance, and training in mitigating potential hazards to the common geographical space occupied by the City of Durant, and

WHEREAS, The City of Durant recognizes the need for ongoing Emergency Management planning by all jurisdictions of government in order to provide a framework in which the departments of the City of Durant can plan and perform their respective emergency functions during a disaster or national emergency.

NOW, THEREFORE, the City of Durant endorses the current proposed Emergency Operations Plan being submitted to the Oklahoma Department of Emergency Management (ODEM) for approval.

Witness our hands, this 14th day of September, 2021.

The City of Durant, Oklahoma
A Municipal Corporation

Oden Grube, Mayor

Kenneth Eppler, Emergency Management Director

Cynthia Price, City Clerk

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APPROVAL PAGE

CITY OF DURANT EMERGENCY OPERATIONS PLAN

To all Recipients:
2021

Effective Date: October 1,

Transmitted herewith is the new integrated Emergency Operations Plan for City of Durant. This plan supersedes any previous emergency management/civil defense plans promulgated by the city for this purpose. It provides a frame-work in which the departments of the city can plan and perform their respective emergency functions during a disaster or national emergency. This plan recognizes the need for ongoing Emergency Management Planning by the City of Durant.

This plan attempts to be all inclusive in combining the four phases of Emergency Management, which are (1) Mitigation: Those activities which eliminate or reduce the probability of disaster; (2) Preparedness: Those activities which government, organizations, and individuals develop to save lives and minimize damage; (3) Response: To prevent loss of lives and property and provide emergency assistance; and (4) Recovery: Short-term and long-term activities which return the community to normal or with improved standards.

In accordance with the Homeland Security Presidential Directive (HSPD) 5, all agencies, departments and organizations having responsibilities delineated in this EOP will use the National Incident Management System (NIMS). This system will allow proper coordination between local, state and federal organizations.

The Incident Command System (ICS), as a part of NIMS, will enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure. All on-scene management of incidents will be conducted using the Incident Command System.

This plan is in accordance with existing Federal, State and local statutes. It has been approved by the Mayor of Durant and the Oklahoma Department of Emergency Management. It will be revised and updated as required. All recipients are requested to advise the Durant Emergency Management Director of any changes which might result in its improvement or increase its usefulness.

Approved By:

Oden Grube
Mayor, City of Durant

Kenneth Eppler – Director
Durant Emergency Management

Kristal Kuhn – SE Area Coordinator
Oklahoma Emergency Management

DISTRIBUTION

CITY OF DURANT

Copies of this Emergency Operations Plan will be distributed as follows:

TO:	NO. OF COPIES
<u>Bryan County Emergency Management Director</u>	<u>1</u>
<u>Director, Oklahoma Department of Emergency Management</u>	<u>1</u>
<u>Office of the County Sheriff</u>	<u>1</u>
<u>Chairman, Bryan County L.E.P.C.</u>	<u>1</u>
<u>Office of the DHS County Director</u>	<u>1</u>
<u>Director, ACOG, ATTN: Rural Fire Coordinator</u>	<u>1</u>
<u>Commander, OHP Troop E, Durant, OK</u>	<u>1</u>
<u>Bryan County Supervisor, Division IV, ODOT</u>	<u>1</u>
<u>Bryan County Environmentalist, DEQ</u>	<u>1</u>
<u>Chairman, Bryan County Chapter of the ARC</u>	<u>1</u>
<u>Bryan County American Red Cross</u>	<u>1</u>
<u>Bryan County, Department of Health</u>	<u>1</u>
<u>Administrator, AllianceHealth Durant</u>	<u>1</u>
<u>District Conservationist – Assisting</u> <u>Bryan County Soil Conservation District</u>	<u>1</u>
<u>SOSU, Public Safety Department</u>	<u>1</u>
<u>Durant / Bryan Co. Communication Center</u>	<u>2</u>
<u>Durant Police Department</u>	<u>1</u>
<u>Durant Public Works Office</u>	<u>1</u>
TOTAL	19

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RECORD OF CHANGES

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CHANGE SUBMISSION FORM

TO: Mr. Kenneth Eppler
Durant Emergency Management Director
PO Box 578
Durant, Oklahoma 74702

Recommended changes, Corrections, Additions, and Deletions to the Emergency Operations Plan

Any user of this plan is encouraged to recommend changes to this plan that the user feels might enhance or clarify a particular portion of the area being addressed. Suggested changes should be submitted to the Durant Emergency Management Director, at the above address, for coordination, comment, concurrence, and approval. The format of suggested changes should be by Basic Plan or Annex, Section, Paragraph/Subparagraph and page number.

CHANGE:

SHOULD READ:

Submitted by: (Name)

(Date) (Ph. No.)

BASIC PLAN

PURPOSE.

A. This plan has been developed to provide a comprehensive, all-hazard emergency management program for the City of Durant. It seeks to mitigate the effects of hazards, prepare for measures to be taken which will preserve life and minimize damage, enhance response during emergencies and provide necessary assistance, and establish a recovery system in order to return the city to its normal state of affairs.

B. This plan attempts to define who does what, when, where, and how, in order to mitigate, prepare for, respond to, and recover from the effects of natural disasters, technological accidents, nuclear incidents and other major incidents/hazards.

II. I. SITUATION AND ASSUMPTIONS.

A. Situation.

1. Durant is located in Bryan County which is located approximately 150 miles Southeast of Oklahoma City. Durant is largest city and county seat, has a v2019 census of population 18,673. Durant is located on US Highway 69/75, approximately 60 miles east of the US Interstate 35. Map mileage is 148 from Durant to Oklahoma City.

2. The city is exposed to many hazards, all of which have the potential for disrupting the community, causing damage, and creating casualties. Potential hazards which may occur in or around the county are, floods, tornadoes, winter storms, civil disorder, earthquakes, dam failure, HAZMAT incident-fixed facility, HAZMAT incident-highway, nuclear incidents, power failure, radiological incident-transportation, subsidence, rural or urban fires and acts of terrorism.

B. Assumptions.

1. Durant will continue to be exposed to the hazards identified above as well as others which may develop in the future.

2. Government officials will continue to recognize their responsibilities with regard to the public safety and exercise their authority to implement this emergency operations plan in a timely manner when confronted with real or threatened disasters.

3. If properly implemented, this plan will reduce or prevent disaster related losses.

III. CONCEPT OF OPERATIONS.

A. General.

1. It is the responsibility of government to undertake comprehensive management of emergencies in order to protect life and property from the effects of

BASIC PLAN

hazardous events. This plan is based upon the concept that the emergency functions performed by various groups responding to an emergency, will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

2. City government, because of its proximity to these events, has the primary responsibility for emergency management activities. Other levels of government provide resources not available at the local level. When the emergency exceeds local government's capability to respond, assistance from the state government will be requested through the State of Oklahoma Emergency Operations Center (EOC). The federal government will provide assistance and resources to the state where needed. Federal assistance usually is extended to aid in recovery from major disasters.

3. Day-to-day functions which do not contribute directly to response actions to an emergency may be suspended for the duration of the emergency. The resources and efforts that would normally be required for those functions may be diverted to the accomplishment of emergency tasks by the agency managing the use of those resources.

4. A comprehensive emergency management plan is concerned with all types of hazards which may develop in the community. As shown below, it is more than an operations plan because it accounts for activities before, during, and after the disaster.

B. Phases of Management.

1. Mitigation.

Mitigation activities are those which eliminate or reduce the probability of a disaster occurring. It also includes those long-term actions which lessen the undesirable effects of unavoidable hazards.

2. Preparedness.

Preparedness actions serve to develop the response capabilities needed in the event an emergency should arise. Planning, training and exercises are among the activities conducted under this phase.

3. Response.

Response is the actual providing of emergency services during a crisis. These actions help to reduce casualties and damage, and speed recovery. Response activities include warning, evacuation, rescue, and similar operations.

4. Recovery.

Recovery is both a short-term and long-term process. Short-term operations seek to restore vital services to the community and to provide the basic needs of

BASIC PLAN

the public. Long-term recovery focuses on restoring the community to its normal, or improved, state of affairs. Examples of recovery actions include restoration of non-vital government services and reconstruction in damaged areas. The recovery period offers an opportune time to institute mitigation measures, particularly those related to the recent disaster.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

Most of the departments within city government have emergency functions in addition to their normal duties. Consequently, each department is responsible for developing and maintaining its own emergency standing operating procedures to fulfill these responsibilities. Specific responsibilities are outlined under "Task Assignments" and amplified in function specific annexes in this plan.

B. Organization.

1. See Appendix 1, Annex A for Emergency Services Organization.
2. City Policy Group is composed of the Mayor and Council members.

3. The Emergency Services **Coordination Group** is composed of the following positions as assigned to the officials (coordinators) listed below: (See Appendix 2 to Annex A for names of the officials.)

- a. **Chief of Operations:** Emergency Management Director appointed by the City Policy Group.
- b. **EOC Staff Coordinator:** Selected by the Emergency Management Director.
- c. **Law Enforcement Service:** Police Chief
- d. **Fire/Rescue Service:** Fire Chief.
- e. **Health/Medical Service:** County Health & Medical Coordinator.
- f. **Shelter/Mass Care Service:** County American Red Cross Chapter Representative.
- g. **Resources Management Service:** Durant Emergency Management Director.
- h. **Public Works/Engineering Services:** City Public Works Director (as required)

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i. **Independent School District Services** (as required): Superintendent(s) of Schools.

j. **Public Utility Services** (as required): Managers of companies that provide natural gas, electricity and telephone services within the county.

k. **Manpower Services** (as required): To be appointed by the Durant Emergency Management Director.

4. The **Operations Staff** is composed of the following sections.
(See Appendix 2 to Annex A for names of the assigned officials.)

a. **Communications/Message Center Section.**

b. **Damage Assessment Section.**

c. **Public Information Section.**

d. **Warning Section.**

e. **Shelter/Evacuation Section.**

f. **Administration Section.**

g. **Transportation Section.**

Note: In the event one or more of the above listed officials is incapacitated or otherwise unable to function, their assistant/deputy will replace them. See Paragraph V,C,4 of this annex.

5. Emergency Service Coordinators.

Emergency service coordinators are directors of departments within the city governments and volunteers with functional expertise required to adequately respond to most emergencies. They are responsible for the operation of their departments and/or coordinating their actions with other departments and volunteer agencies to efficiently apply all available resources to the emergency confronting the city.

6. EOC Support and Special Staff.

EOC support and special staff members are volunteers who have skills and training in areas needed to provide a total response to an emergency. They may assist the emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside of the scope of government departments.

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C. Task Assignments and Responsibilities.

1. Emergency Management Director is responsible for:
 - a. Coordination of all phases of emergency management.
 - b. EOC communication capability.
 - c. Public information and education.
 - d. EOC operation.
 - e. Comprehensive emergency management planning.
 - f. EOC staff training.
 - g. Warning system planning.
 - h. Damage assessment planning.
2. Law Enforcement is responsible for:
 - a. Maintaining law and order.
 - b. Traffic control.
 - c. Access control of restricted areas.
 - d. Security of vital facilities.
 - e. Operation of the warning system.
 - f. Communication system support.
 - g. Liaison with other law enforcement agencies.
 - h. Search and rescue operation support.
3. Fire Department is responsible for:
 - a. Fire suppression.
 - b. Fire prevention and education.
 - c. Supporting the operation of the warning system.

BASIC PLAN

- d. Search and rescue operations.
 - e. Hazardous materials decontamination.
 - f. Hazardous materials operations.
 - g. Assisting in damage assessment.
 - h. Communication system support.
4. Public Works is responsible for:
- a. Debris clearance.
 - b. Providing engineering advice.
 - c. Maintaining roads and bridges.
 - d. Assisting with damage assessment of public property.
 - e. Assisting in decontamination operations.
5. The Superintendents of Schools for the disaster location are responsible for:
- a. Providing public shelters.
 - b. Providing buses for transportation during disaster relief operations.
6. County Medical Examiner's Office, when committed, is responsible for:
- a. Collecting, identifying and coordinating interment of deceased victims caused by disaster.
 - b. Coordinating funeral home support of disaster operations.
7. County Health Department, when committed, is responsible for:
- a. Investigating sanitation conditions and establishing safe standards for crisis relocation, emergency shelter or disaster relief operations.
 - b. Coordinating medical support and epidemic control.
 - c. Inspecting food and water supplies.
 - d. Providing public health education.

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8. DHS County Office, when committed, is responsible for:
 - a. Providing provisions/funds for emergency aid.
 - b. Coordination with the Red Cross and other related agencies.
9. National Guard, when committed, is responsible for assisting in:
 - a. Radiological protection.
 - b. Law enforcement and traffic control.
 - c. Search and rescue operations.
 - d. Providing military engineer support and assistance in debris clearance.
 - e. Providing logistical support with supply, transportation, maintenance, and food service support.
 - f. Providing communication support.
10. State and Federal Support is responsible for:
 - a. Public welfare assistance.
 - b. Resources.
 - c. Law enforcement.
 - d. Health and medical.
 - e. Debris clearance.
 - f. Public information and education.
11. American Red Cross, when committed, is responsible for:
 - a. Providing reception, care, food, lodging and welfare assistance in Durant.
 - b. Coordinating all personnel relief activities for any type disaster.
 - c. Operating shelters for disaster relief.
 - d. Providing damage assessment of private property.

BASIC PLAN

- e. Providing First Aid Support and blood supply to disaster relief medical operations.
 - f. Providing counseling service.
12. The Salvation Army is responsible for:
- a. Supporting shelter/congregate care operations.
 - b. Providing mobile and fixed feeding sites.
 - c. Providing case management services and direct aid for disaster victims.
 - d. Providing spiritual counseling service.
13. Ministerial Alliance/Church Volunteer Groups are responsible for:
- a. Assisting with lodging, feeding and welfare operations in support of disaster relief or relocation.
 - b. Assisting with reconstruction efforts.
 - c. Providing volunteer manpower.
 - d. Providing counseling service.
14. Medical Service Providers are responsible for:
- a. Emergency medical care for disaster victims.
 - b. Health care.
 - c. Crisis counseling.
15. The City Clerk has responsibilities for city administrative duties.
16. The City Treasurer has responsibilities for fiscal duties.
17. The District Attorney is assigned all responsibilities of legal and emergency information services and will act on an advisory committee.
18. The County Excise Board and the Durant Municipal Judge will act with the District Attorney on the Advisory Committee to the Mayor and City Council.

BASIC PLAN

19. All other City Agencies, officers and employees of the city government will support and implement this plan as directed by the Mayor and City Council.

V. DIRECTION AND CONTROL.

A. The **final responsibility** for all emergency management **belongs to** the elected officials of the City who are members of the **Emergency Management Policy Group**. This group is the decision making group for all policy level decisions and is the executive head of the emergency service coordinators and EOC staff. During response operations, the members of the policy group will act in concert and advise/direct the activities of the entire response organization through the EOC emergency service coordinators. They will also be available to constituents to address non-routine matters.

B. The Durant **Emergency Management Director** is responsible for coordinating the emergency management program. He/she makes routine decisions and advises the Policy Group on alternatives when major decisions are required of that body. During emergency operations, he/she is responsible for the proper functioning of the EOC and its staff. The director also acts as liaison with other local, county, state and federal emergency management agencies.

C. Specific persons in departments/agencies are responsible for fulfilling their responsibilities as stated in this Basic Plan and the annexes thereto. **Department Supervisors** will retain control of their employees and equipment during response operations. Standing operating procedures are required of each department having responsibilities in this plan. These SOPs must include:

1. Recall of personnel during non-duty hours.
2. Prioritization of tasks to guide recovery work.
3. Procedures to be followed which deviate from normal.
4. Specific emergency authorities that may be assumed by the designated successor during emergency situations. (See Note at IV,B,4.)

D. During some periods of an emergency, **Department Supervisors** will be required to remain in the EOC and direct their departments from that facility. During any large scale emergency, the EOC will in fact become the seat of city government for the duration of the crisis.

E. In accordance with the Homeland Security Presidential Directive (HSPD) 5, all agencies, departments and organizations having responsibilities delineated in this EOP will use the **National Incident Management System (NIMS)**. This system will allow proper coordination between local, state and federal organizations.

F. The **Incident Command System (ICS)**, as a part of NIMS, will enable effective and efficient incident management by integrating a combination of facilities, equipment,

BASIC PLAN

personnel, procedures, and communications operating with a common organizational structure. All on-scene management of incidents will be conducted using the Incident Command System.

VI. CONTINUITY OF GOVERNMENT.

A. Succession of Leadership. The line of succession for **Continuity of Government (COG)** for Bryan County is as follows:

1. Cities/Towns

- a. Mayor
- b. Vice Mayor
- a. Council member

2. Line of succession for the Emergency Management Director will be the Deputy Director.

3. Line of succession for each agency/department head is according to the department rules and/or standing operating procedures established by each department.

5. **Continuity of Operations (COOP)** will be ensured by identifying alternate locations for each EOC and department command post. Procedures will be developed for the process to determine when to relocate, what staff and equipment is needed and what documentation will be transferred or duplicated.

B. Preservation of Records.

In order to provide normal government operations following a disaster, **vital records must be protected**. The principal causes of damage to records are fire and water; therefore, essential records will be protected accordingly in the City Hall or in local safety deposit vaults.

VII. ADMINISTRATION AND LOGISTICS.

A. Emergency Authority.

1. A summary of existing Oklahoma legislation pertaining to emergency management is listed in Section IX.

2. Provisions for local emergency powers are found in the Oklahoma Code and local ordinances which include but are not limited to:

- a. Declaration of States of Emergency.

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- b. Contracts and Obligations.
- c. Control of Restricted Areas.
- d. Liability.

B. Agreements and Understandings.

Should city resources prove to be inadequate during an emergency, requests will be made for assistance from higher levels of government, and other agencies in accordance with existing or emergency negotiated mutual-aid agreements and understandings. Such assistance may take the form of equipment, supplies, personnel, or other available capability. All agreements and understanding will be entered into by duly authorized officials and will be formalized in writing whenever possible.

C. Reports and Records.

Required reports will be submitted to the appropriate authorities in accordance with instructions in annexes to this plan. All records of emergency management activities will be maintained at the EOC.

D. Relief Assistance.

All individual disaster assistance provided by the government will be administered in accordance with policies set forth by the Oklahoma Department of Emergency Management and those Federal agencies providing such assistance.

E. Consumer Protection.

Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the Oklahoma Attorney General's Consumer Protection Division.

F. Nondiscrimination.

There will be no discrimination on grounds of race, color, religion, nationality, sex, age, or economic status in the execution of emergency management functions. This policy applies to all levels of government, contractors, and labor unions.

G. Administration and Insurance Claims.

Insurance claims are normally handled on a routine basis by the commercial insurance companies and adjustment agencies. Complaints should be referred to the Oklahoma Insurance Commissioner. Adjusters of private insurance companies are usually dispatched to a disaster area to assist with claim problems.

H. Management of Manpower (Paid and Volunteer).

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Manpower, both paid and volunteer, will be managed by the Durant Emergency Management Director.

I. Duplication of Benefits.

No person will receive assistance with respect to any loss for which he has received financial assistance under any other program or for which he/she has received insurance or other compensation. This also applies to business concerns or other entities.

J. Use of Local Firms.

When major disaster assistance activities may be carried out by contract or agreement with private organizations, firms or individuals, preference will be given, to the extent feasible and practicable, to those organizations, firms and individuals residing or doing business primarily in the areas affected.

K. Preservation of Historic Properties.

The Oklahoma Historical Preservation Officer (OHPO) will be notified when the Governor declares that a state of emergency exists as the result of a disaster. The Director, Oklahoma Department of Emergency Management, will arrange for the OHPO to identify any existing historic properties within the designated disaster area.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

A. The contents of this plan must be known and understood by those people responsible for its implementation. The Durant EM Director is responsible for briefing staff members and county officials concerning their role in emergency management and the contents of this plan in particular.

B. Department directors are responsible for development and maintenance of their respective segments of this plan and their appropriate supporting SOPs as stated here and set forth in Section VIII of each Annex.

C. The Policy Group will ensure an annual review of this plan is conducted by all officials involved in its execution. The Durant EM Director will coordinate this review and any plan revision and distribution found necessary.

D. The plan will be tested at least once a year in the form of a simulated emergency exercise in order to provide practical, controlled experience to those emergency managers tasked within the plan.

IX. AUTHORITIES AND REFERENCES.

BASIC PLAN

A. Legal Authority.

1. Federal.

- a. Federal Civil Defense Act of 1950, Pub. L. 81- 920 as amended.
- b. Disaster Relief Act of 1974, Pub. L. 93-288 as amended.
- c. Emergency Management and Assistance, 44 U.S. Code 2.1 (Oct. 1, 1980).
- d. Homeland Security Act of 2002, Pub. L. 107-296.

2. State of Oklahoma.

- a. Oklahoma Emergency Management Act of 2003.
- b. Compendium of state legislation related to emergency management.

Oklahoma Constitution, Art 6 Section 1-6.

3. Local. Legal authority for establishment of Emergency Management Organization(s):

Resolution Establishing Bryan County Civil Defense Emergency Services Act and Disaster Program, Ordinance Number 1081, October 8, 1985

B. References.

FEMA 20, Publications Catalog.

FEMA L-136, Radio Amateur Civil Emergency Service (RACES).

Oklahoma Department of Emergency Management Digest of State Laws.

State of Oklahoma Emergency Operations Plan.

APPENDICES

APPENDIX 1 - Incorporation of National Response Plan

APPENDIX 2 - Definitions

APPENDIX 3 - List of Acronyms

BASIC PLAN

APPENDIX 1 INCORPORATION OF NATIONAL RESPONSE PLAN

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended) provides the authority for the Federal government to respond to disasters and emergencies in order to provide assistance to save lives and protect public health, safety, and property.

The National Response Plan (NRP) is designed to address the consequences of any disaster or emergency situation in which there is a need for national response assistance. Copies of this plan are maintained at the State Emergency Operations Center and are available on the www.fema.gov website.

The plan describes the basic mechanisms and structures by which the Federal government will mobilize resources and conduct activities to augment State and local response efforts. To facilitate the provision of Federal assistance, the plan uses a functional approach to group the types of Federal assistance under fifteen Emergency Support Functions (ESFs). Each ESF is headed by a primary agency, which has been selected based on its authorities, resources, and capabilities in the particular functional area.

The plan has been incorporated into the State Emergency Operations Plan with State agencies assigned the task of cooperating with the appropriate Federal and local agencies in the coordination and implementation of the plan.

Local jurisdictions and agencies should review the NRP to better understand support that may be provided by federal agencies during an incident.

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APPENDIX 2 DEFINITIONS

AGENCY LIAISON OFFICER (ALO): Persons appointed by Director of designated state agencies who shall operate under the Director, Department of Emergency Management, during emergency periods to coordinate an agency's actions for providing effective relief and assistance in accordance with this plan and Public Law 93-288.

DISASTER: A dangerous event that causes significant human and economic loss and demands a crisis response beyond the scope of any single agency or service, such as the fire or police department. Disasters are distinguished from emergencies by the greater level of response required. Disaster requires resources beyond those available locally.

EMERGENCY: While an emergency may have been devastating, it is a dangerous event that does not result in a request for State or Federal assistance.

"EMERGENCY" AS PROCLAIMED BY THE GOVERNOR: Whenever, in the opinion of the Governor, the safety of Oklahoma and its citizens requires the exercise of extreme measures due to an impending or actual disaster, he may declare an emergency to exist in the state, or any part of the state, in order to aid individuals and local government.

ELECTROMAGNETIC PULSE (EMP): A phenomenon of a nuclear detonation which disrupts electrical transmission and radio sets in a similar manner to a direct hit by lightning.

EMERGENCY OPERATIONS CENTER (EOC): A centralized facility to be utilized by the governments for direction, control and coordination.

EMERGENCY PERIOD: The period of time immediately before, and/or immediately after the impact of a catastrophe when severe threats exist to human life, animals, other private and public property and/or the environment.

EMERGENCY SUPPORT TEAM: Teams of federal personnel formed by the Director, Federal Emergency Management Agency, Region VI, and deployed in a declared major disaster area to assist the federal coordinating officer in carrying out his responsibilities.

FEDERAL COORDINATING OFFICER (FCO): The person appointed by the President of the United States to operate under the Director, Homeland Security to coordinate federal assistance in a declared major disaster area under the provisions of Public Law 93-288.

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APPENDIX 2 DEFINITIONS (CONT)

GOVERNOR'S AUTHORIZED REPRESENTATIVE (GAR): The person appointed by the Governor of Oklahoma in the Federal/State Disaster Assistance Agreement as his authorized representative to act in cooperation with the Federal Coordinating Officer.

LOCAL GOVERNMENT: Any county, city or incorporated town in the State of Oklahoma.

LOCAL MASS CARE CENTER: A place selected locally by the private volunteer groups to provide care for individuals dislocated during the emergency period. Services provided are lodging, feeding, registration, first aid and other social services.

MAJOR DISASTER: Any hurricane, tornado, storm, flood, high water, wind-driven water, earthquake, volcanic eruption, landslide, snow storm, explosion, or other catastrophe in any part of the United States which, in the determination of the United States, causes damage of sufficient severity and magnitude as to warrant major disaster assistance under Public Law 93-288 above and beyond emergency services by the federal government, to supplement the efforts and available resources of the state, local governments and disaster relief organizations in alleviation of the damage, loss, hardship, or suffering caused thereby.

NATIONAL WARNING SYSTEM (NAWAS): A protected full-time voice communications system which provides warning information throughout the nation.

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT (OEM): The agency responsible for preparation and execution of emergency functions to prevent, minimize and repair injury and damage resulting from hostile actions or natural disasters as stated in the Oklahoma Emergency Management Act of 2003.

PUBLIC FACILITY: Any flood control, navigation, irrigation, reclamation, public power, sewage treatment and collection, water supply and distribution, watershed development, or airport facility, any non-federal aid street, road or highway and any other public building, structure or system.

RECOVERY PERIOD: That period of time subsequent to an emergency when economic recovery from disaster damage takes place, including the use of any available local, state, federal government and private resources.

VOLUNTEER SERVICE ORGANIZATION: Any organization which is non-government, nonprofit whose primary mission is to provide humanitarian support in times of need using public donated funds and volunteer personnel resources with or without a formal declaration of an emergency. (i.e.: American Red Cross, Salvation Army, etc.).

WATCH PERIOD: A period of time when meteorological conditions indicate a probability of severe weather phenomena.

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APPENDIX 3 LIST OF ACRONYMS

ABLE	ALCOHOLIC BEVERAGE LAWS ENFORCEMENT COMMISSION
ARC	AMERICAN RED CROSS
ARM	AERIAL RADIOLOGICAL MONITOR
CAP	CIVIL AIR PATROL
CFR	CODE OF FEDERAL REGULATIONS
CFSA	CONSOLIDATED FARM SERVICE AGENCY
DAC	DISASTER APPLICATION CENTER
DEQ	DEPARTMENT OF ENVIRONMENTAL QUALITY
DFO	DISASTER FIELD OFFICE
DHS	DEPARTMENT OF HUMAN SERVICES
DOT	DEPARTMENT OF TRANSPORTATION
DPS	DEPARTMENT OF PUBLIC SAFETY
DR&R	DISASTER RESPONSE AND RECOVERY
DSR	DAMAGE SURVEY REPORT
DWI	DISASTER WELFARE INQUIRY
EAS	EMERGENCY ALERT SYSTEM
ELT	EMERGENCY LOCATOR TRANSMITTER
EMI	EMERGENCY MANAGEMENT INSTITUTE
EMP	ELECTROMAGNETIC PULSE
EMS	EMERGENCY MEDICAL SERVICE
EOC	EMERGENCY OPERATIONS CENTER
EPA	ENVIRONMENTAL PROTECTION AGENCY
EPCRA	EMERGENCY PLANNING AND COMM. RIGHT TO KNOW ACT
EPI	EMERGENCY PUBLIC INFORMATION
ESF	EMERGENCY SUPPORT FUNCTION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
IC	INCIDENT COMMANDER
ICS	INCIDENT COMMAND SYSTEM
IS	INDEPENDENT STUDY
NAWAS	NATIONAL WARNING SYSTEM
NIMS	NATIONAL INCIDENT MANAGEMENT SYSTEM
NOAA	NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION
NRCS	NATIONAL RESOURCES CONSERVATION SERVICE
NUDET	NUCLEAR WEAPONS DETONATION
NWR	NOAA WEATHER RADIO
NWS	NATIONAL WEATHER SERVICE
NWWS	NOAA WEATHER WIRE SERVICE
OEM	OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT
OHP	OKLAHOMA HIGHWAY PATROL
OIC	OFFICER IN CHARGE
OKOHS	OKLAHOMA OFFICE OF HOMELAND SECURITY
OLETS	OKLAHOMA LAW ENFORCEMENT TELECOMMUNICATIONS
SYSTEM	

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APPENDIX 3 LIST OF ACRONYMS (CONT)

OMD	OKLAHOMA MILITARY DEPARTMENT
OSA	OKLAHOMA STATUTES ANNOTATED
OSBI	OKLAHOMA STATE BUREAU OF INVESTIGATION
OSC	ON-SCENE COORDINATOR
PIO	PUBLIC INFORMATION OFFICER
RACES	RADIO AMATEUR CIVIL EMERGENCY SERVICE
SAR	SEARCH AND RESCUE
SARA	SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT
SARDA	STATE AND REGIONAL DEFENSE AIRLIFT
SOP	STANDARD OPERATION PROCEDURE
USC	UNITED STATES CODE
USDA	UNITED STATES DEPARTMENT OF AGRICULTURE
USDHS	UNITED STATES DEPARTMENT OF HOMELAND SECURITY
VOAD	VOLUNTEER ORGANIZATIONS ACTIVE IN DISASTERS

ANNEX A DIRECTION AND CONTROL

I. PURPOSE.

This annex establishes workable procedures for the development, manning, and operation of a control center(s) within the City of Durant to coordinate government's response to emergency situations. The center(s) will be activated when the threat of loss of life and/or excessive property damage may occur. This applies to both natural and manmade disasters.

II. CONCEPT OF OPERATIONS.

General.

An effective Emergency Operations Center (EOC), also referred to as a “Multi-agency Coordination System” (MACS) in the **National Incident Management System (NIMS)**, is the key to successful response operations. The gathering of persons in authority, along with supporting staff personnel, in one location facilitates the prompt and effective employment of resources. It also enhances the coordination of activities that will ensure all required tasks are accomplished without duplication of effort. The Emergency Management Director will activate the EOC and alert those persons designated to occupy EOC positions when a danger is recognized.

III. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

1. There are actually three (3) parts to the City Direction and Control Organizations. Part one is the Policy Group, which is comprised of the Mayor and City Council. This is the group making the highest decisions and/or approvals. Part two is the Coordination Group which is comprised of the major city department/agency heads who will coordinate their efforts and apply the actions most needed to the emergency situation at hand. The majority of these service supervisors will be located at the EOC. The coordination of activities of the Emergency Services will be under the direction of the Chief of Operations and/or Emergency Management Director. Their activities and responsibilities are contained in their respective annexes in the plan. Part three is the Operations Staff which is comprised of several staff officers or Officers-in-Charge (OIC) of sections that have many functions that are vital when operating in emergency situations. The functional responsibilities for each OIC will be referred to in annexes to this plan. Each OIC will be located in the EOC. He/she will work under the direction of the Emergency Management Director and will coordinate with the Coordination Group department or agency heads when necessary.

2. The EOC may be activated by any policy group member when it appears that any portion of City of Durant is, or may be, threatened with loss of life or extensive property damage.

3. Each department or agency director tasked to serve on the Coordination Group, or his designated replacement, will immediately report to the EOC to direct and

ANNEX A
DIRECTION AND CONTROL

coordinate his agency's response to the emergency confronting the community.

4. The Emergency Management Director will maintain and activate the procedures to recall/assemble the EOC staffs. (See Appendix 3 to this Annex. EOC Activation Checklist.)

B. Task Assignments and Responsibility.

1. Policy Group.

a. The elected or legally appointed officials are responsible for the protection of life and property within the boundaries of their jurisdictions.

b. The policy group will exercise all normal powers contained in the State of Oklahoma Emergency Management Act of 2003 and local ordinances and resolutions, in performance of direction and control duties for emergencies confronting the citizens.

c. Control of all crisis operations is vested in the policy group and may be delegated to responsible individuals as stated in this plan, or to an appropriate designee as shift arrangements dictate.

2. Emergency Services Coordination Group.

a. Chief of Operations (Selected and Appointed by the Policy Group) is responsible for (with assistance by the EOC Staff Coordinator/Deputy):

(1) Coordinating EOC staff activities to supply aid to disaster victims or areas.

(2) Makes routine decisions and advises the policy group on courses of action and/or decisions required.

(3) Responsible for insuring those local agencies who have been assigned primary responsibility for any of the emergency support functions identified in the National Response Plan are available in the EOC to facilitate coordination with the state and federal agencies providing the assistance.

(4) Responsible for keeping the EOC in an operational ready state.

(5) Assigns qualified people to EOC staff positions and keeps a current roster of the staff.

(6) Responsible for developing an alert system and for alerting the policy group and the EOC staff of any impending emergency.

ANNEX A
DIRECTION AND CONTROL

(7) Responsible for activating the EOC (after consulting with the policy group if time permits) and recalling the EOC staff.

(8) Supervises the EOC Operations staff and coordinates with the Coordination Group to assure timely aid or assistance is rendered to victims of the emergency.

(9) Schedules the EOC staff for a two shift, around the clock, operation.

(10) Arranges for feeding of the staff.

(11) Updates the alert/staff roster and this Annex at least once each year.

(12) Holds briefings for the policy group and the coordination group to update their knowledge of the emergency situation.

(13) Makes provisions for displaying pertinent information, (major events/occurrences, damage survey information, requests for assistance, etc.), in the EOC for the policy group and the coordination group.

(14) Coordinates with the Policy Group and makes provisions for relocating staff members to an alternate EOC if the primary EOC becomes inoperable.

(15) Makes provisions for notifying all agencies involved in the emergency situation, (local, state, federal, and the private sector), that operations have been shifted to the Alternate EOC if the primary EOC becomes inoperable.

b. Resources Coordinator.

(1) Compile an inventory of personnel, equipment, materials and facilities which may be needed in an emergency. This inventory will constitute the City Resource Data Book.

(2) Provide manpower, supplies, material and/or equipment required by other coordinators to provide relief to the emergency situation.

(3) Ration or establish priority use of critical or scarce resources during any emergency.

(4) Maintain records of all expenditures for emergency resources obtained and give them to the appropriate official for disposition.

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DIRECTION AND CONTROL

(5) As developed, uses the equipment typing system in accordance with the NIMS.

3. The EOC Operations Staff.

a. Shall provide technical support and advice to the policy group and coordination group. This staff functions under the supervision of the EM Director.

b. The Operations Staff is composed of the following sections. Each requires an OIC and other support personnel.

(1) Communications/Message Center.

(2) Damage Assessment.

(3) Public Information.

(4) Administration.

(5) Transportation.

(6) Warning/Reporting.

(7) Shelter Mgmt/Evacuation.

IV. CONTINUITY OF GOVERNMENT.

During any large scale emergency, the EOC will become the center for all local government control. It will be from this center that all decisions and direction will emanate to the public concerning the emergency. Lines of succession for critical personnel have been established and presented in Section VI, Basic Plan.

V. ADMINISTRATION AND LOGISTICS.

A. Emergency Operations Centers.

1. Primary EOC.

a. Location.

The Durant Emergency Management Office is designated as the Emergency Operations Center for the city of Durant.

b. Facilities in the Durant EOC.

ANNEX A DIRECTION AND CONTROL

(1) The working area includes several offices and the communication center.

(2) Communications equipment necessary for conducting emergency operations is in place.

c. Dependent on the type and severity of the situation; the city offices and equipment at the city hall, will be available to support emergency operations affecting the city of Durant.

2. Alternate EOC.

Should the primary county EOC become unusable, an alternate EOC will be established at either the Durant Police Department. Communication equipment will be augmented with any that can be brought from the primary EOC. Radio equipped city-owned vehicles will augment alternate EOC requirements. Nearby restaurants will need to be used for feeding of EOC staff, or food may be catered in as needed.

3. Incident command post.

During emergency operations it may be necessary to set up an incident command post to coordinate response activities at the onsite location. Incident commanders (fire service, law enforcement officers or first responder on the scene) will be responsible for establishing such required command posts.

B. Reports and Records.

The type of emergency dictates the reports required.

1. Initial Disaster Report.

This short report is designed to provide the Oklahoma Department of Emergency Management EOC with basic information about any emergency situation. See Appendix 4, Tab A, this Annex. Damage assessment reporting is addressed in Annex P.

2. Events Log.

A record of major events and response actions will be compiled by members of the EOC support staff to provide a history of actions taken. See Appendix 4 Tab B.

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DIRECTION AND CONTROL

3. Other Reports.

Additional report forms can be found in other annexes of this plan.

C. Media.

News conferences will be held at regular intervals. Media personnel may be allowed into the EOC in small numbers when accompanied by the Public Information Officer.

VI. PLAN DEVELOPMENT AND MAINTENANCE.

The Emergency Management Director is responsible for the content of this annex and for its currency. All EOC staff members must be familiar with its content.

VII. AUTHORITY AND REFERENCES.

References.

FEMA, Guide for Increasing Local Government Emergency Management Readiness During Periods of International Crisis; State and Local Guide (SLG) 100.

Digest of Oklahoma Laws.

FEMA, SLG 101, Guide of All-Hazard Emergency Operation Plans.

ANNEX A
DIRECTION AND CONTROL

APPENDICES

- APPENDIX 1 - Emergency Services Organization
 - TAB A - Organization of the EOC Coordination Group
 - TAB B - Organization of the EOC Operations Staff
- APPENDIX 2 - Organization Assignment Roster
- APPENDIX 3 - EOC Activation Checklist
- APPENDIX 4 - EOC Administration Section
 - TAB A - Situation Report
 - TAB B - EOC Daily Log of Events
 - TAB C - EOC Staffing Roster
 - TAB D - Security Log
 - TAB E - Sample Disaster Declaration

ANNEX A
DIRECTION AND CONTROL

APPENDIX 1
EMERGENCY SERVICES ORGANIZATION

City of DURANT

Policy Group

Mayor and City Council

Emergency Operations Center (EOC)

COORDINATION GROUP

See Tab A of this Appendix for
breakout.

Emergency Operations Center (EOC)

OPERATIONS GROUP

See Tab B of this Appendix for breakout.

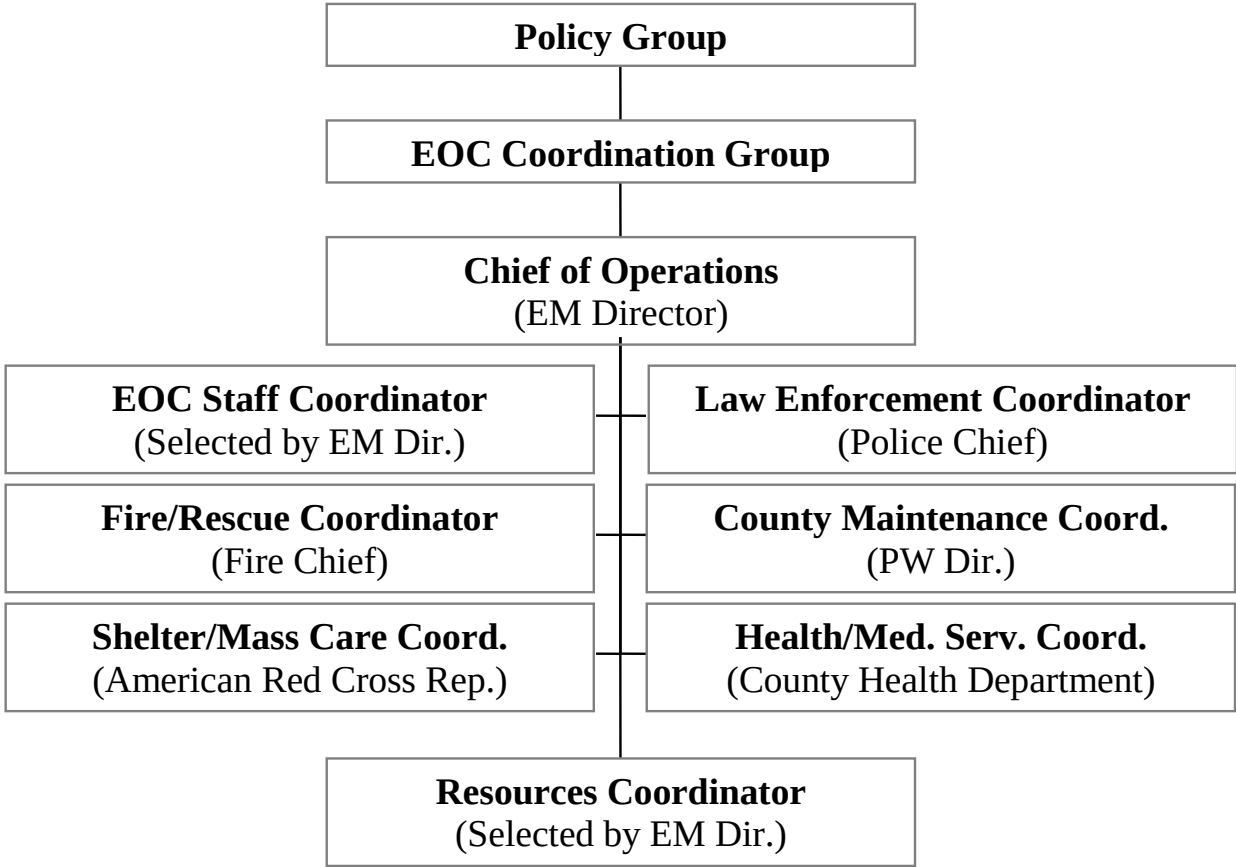
Note: See Appendix 2 to Annex A for position assignments by name.

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DIRECTION AND CONTROL

TAB A TO APPENDIX 1

ORGANIZATION OF THE
EOC COORDINATION GROUP

City of DURANT

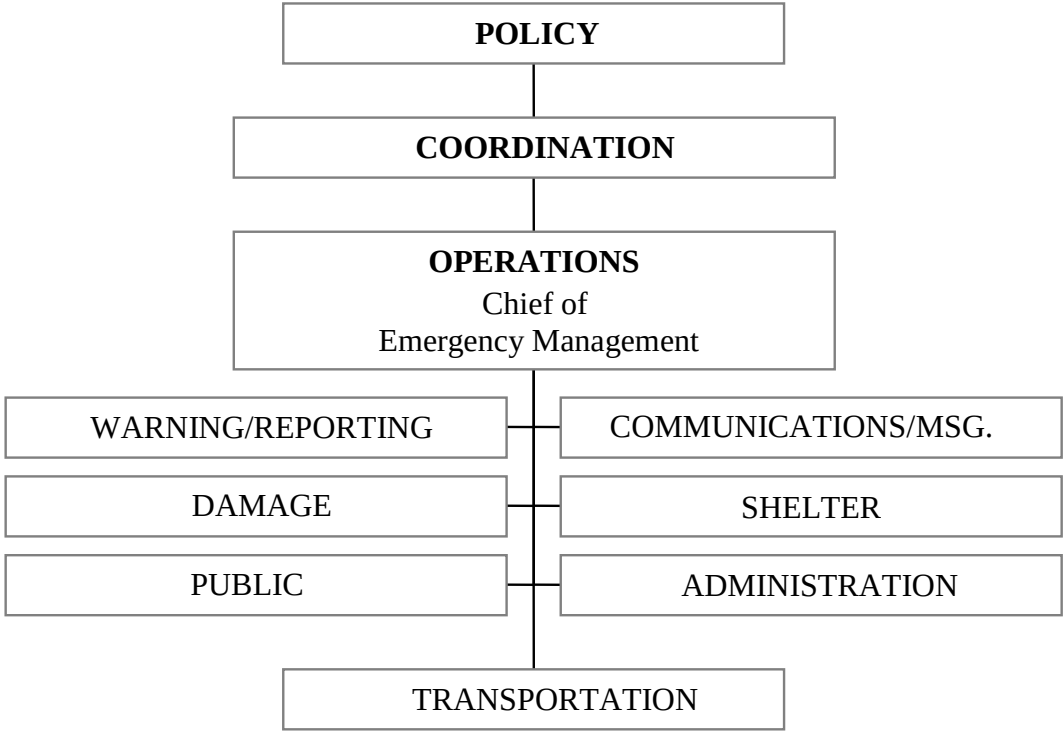


Note: See Appendix 2 of Annex A for specific positions

ANNEX A
DIRECTION AND CONTROL

TAB B TO APPENDIX 1

ORGANIZATION OF THE
EOC OPERATIONS STAFF



ANNEX A
DIRECTION AND CONTROL

APPENDIX 2
ORGANIZATION ASSIGNMENT ROSTER
CITY OF DURANT

I.	<u>POLICY GROUP/CITY:</u>	<u>Name</u>	<u>Phone Number</u>
	Durant City Hall,		931-6605
	Ward # 1, Humphrey Miller		hmiller@durant.org
	Ward # 2, Oden Grube, Mayor		ogrube@durant.org
	Ward # 3, Danny Sherrer, Vice-Mayor		dsherrer@durant.org
	Ward # 4, Mike Morris		mmorris@durant.org
	Ward # 5, Steve Brittingham		sbrittingham@durant.org

Key personnel

Emergency Manager, Kenneth Eppler, 924-3661	Cell 775-3661
Police Chief, David Houser, 924-3737	Cell 775-5845
Fire Chief, Jeff Langford, 924-8459	Cell 916-2469
City Manager, John Dean, 931-6605	Cell 579-6064
S.O.D.A Director, Dr. Steve Mills, 920-1388	
LEPC Chairperson, Cody Allen, 380-4696	
DEQ Environmental Specialist, Pam Watson, 920-2037	
OHP Troop E Commander, Scott Hampton, 924-2601	

* Unless otherwise specified all telephone numbers are area code 580.

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III. COORDINATION GROUP:

Chief of Operations, Kenneth Eppler, 924-3661

Deputy EM/EOC Ops. Staff Coordinator, Richard Ezell, 924-3661

Law Enforcement, Police Chief David Houser, 924-3737

Fire/Rescue Service, FD, Jeff Langford, 924-8459

Health/Med.Serv
(County Health Dept. Admin.), Juliann Montgomery, 924-4285

County DHS Director, Ken Province, 931-2504 (Durant) 889-3394 (Atoka)

AllianceHealth Durant	Keaton Francis, ACEO, 931-2027
	Corinne Hunter, Quality, 931-2060

Shelter/Mass Care Service, 800-494-0275(American Red Cross)
Rene Beezley 918-421-0904 (Disaster Coordinator)

City Maintenance Coordinator - PW Dept.

Independent School District Services
(Superintendent(s) of Schools)

Durant Public Schools, 1323 Waco St, Suite A, Durant, OK 924-1276
Victory Life Academy, 3412 W. University Blvd, Durant, OK 920-0850

Floodplain Administrators

City of Durant, Aaron Walkup	931-6622
------------------------------	----------

Public Utility Services: (Representatives from each utility)

ELECTRIC: Name of Company, Address, Phone Numbers

OG&E, Robert Holliday, 580-920-8421
Southeastern Electric, Hwy 70 East, Durant, 924-2170

NATURAL GAS: Name of Company, Address, Phone Numbers

ONG, 523 West Evergreen, Durant, 924-4777, 1-800-664-5463 (24 hour)

ANNEX A
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* Unless otherwise specified all telephone numbers are area code 580.

TELEPHONE: Name of Company, Address, Phone Numbers

AT&T, 1-800-286-8313 (Business) 1-800-246-8464 (Residential)
Cherokee Telephone Company, 1-580-434-5375

IV. EOC DIRECTION AND CONTROL STAFF:

Communications/Message Center, Richard Ezell

Damage Assessment, Marc Hall

Public Information, Kelli Simmons

Warning/Reporting Section, Geary Beshirs

Shelter/Evacuation Section, Geary Beshirs

Administration, City Clerk

Transportation, Billy Whittenburg

V. AMERICAN RED CROSS:

Toll Free Hotline, 800-494-0275.

VI. SALVATION ARMY: Divisional Headquarters for Oklahoma and Arkansas, 5101 N. Pennsylvania, OK City. PH: 405-840-0735

VII. MINISTERIAL ALLIANCE: Bill Ledbetter

VIII. AMATEUR RADIO OPERATORS/CLUB: Greg Adams

IX. STORM SPOTTERS: See Resource Document, Emergency Management Office

X. OTHER VOLUNTEERS: See Resource Document, Emergency Mgmt Office

* Unless otherwise specified all telephone numbers are area code 580.

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DIRECTION AND CONTROL

APPENDIX 3

EOC ACTIVATION CHECKLIST

The following activities will be accomplished when a decision is made to activate the City EOC:

- _____ Notify EOC staff first shift assignees as required.
- _____ Activate additional telephones, as required.
- _____ Assign security to EOC entrance.
- _____ Check radios and other communication equipment.
- _____ Brief EOC personnel on the situation.
- _____ Review operating procedures.
- _____ Initiate Departmental Checklists.
- _____ Notify Oklahoma Dept. of Emergency Management.
- _____ Obtain phones for media use, if required.

ANNEX A
DIRECTION AND CONTROL

APPENDIX 4
EOC ADMINISTRATION SECTION

I. PURPOSE.

This section provides instructions for the administration of the EOC; arranges for 24-hour staffing of the EOC and duty rosters; specifies reports required by the Oklahoma Department of Emergency Management Organization; and plans for the expansion of the EOC to accommodate an enlarged staff.

II. GENERAL.

The EOC Staff Coordinator, supervised by the Emergency Management Director, is responsible for supervising staff shift arrangements, housekeeping, billeting, feeding and administrative support of the EOC staff. He is also responsible for coordinating security of the facility with the Police Chief. He will also supervise the preparation of recurring reports and their timely transmission. During normal periods these functions will be performed by the Emergency Management Director.

III. CONCEPT OF OPERATIONS.

A. Normal Peacetime Readiness.

Prepare and review plans and SOPs for internal EOC operations; inform county officials of EOC status; ensure the EOC is properly equipped for relocation and emergency operations; coordinate with county departments to ensure their readiness to conduct operations from the EOC; pre-stock administrative materials, forms and supplies in the EOC; plan expansion of the EOC into other available space for feeding of the EOC staff during emergency operations.

B. Increased Readiness.

Carry on normal readiness responsibilities; advise Policy Group on measures to increase readiness of the EOC and emergency service organizations; initiate alerting and mobilization of shelter/mass care organization if required; activate EOC, review EOC procedures, brief EOC staff, make final preparations for emergency operations; obtain necessary supplies not already stocked; coordinate feeding of EOC staff; establish security and EOC pass system, if required.

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C. Emergency Period.

Brief Policy Group regularly on status of operations; exercise staff supervision of the EOC staff and exercise other authority delegated by the Policy Group; ensure each EOC element maintains adequate written records of messages, directives, requests and resulting actions; provide support to emergency service coordinators and EOC staff and administrative items needed for efficient operations; ensure reports are dispatched promptly.

IV. REPORT FORMS.

Situation reports, staffing rosters, readiness reports and other common reports will be prepared by the administration section based upon input of the entire EOC staff.

TABS

TAB A - Situation Report
TAB B - EOC Daily Log of Events
TAB C - EOC Staffing Roster
TAB D - Security Log
TAB E - Sample Disaster Declaration

ANNEX A
DIRECTION AND CONTROL
TAB A TO APPENDIX 4

SITUATION REPORT

Type of Occurrence _____ Date & Time Occurred _____

Location (City/Town) _____ Reported By _____

Phone # _____

Number of people: Injured _____ Dead _____

Number of dwellings: Damaged _____ Destroyed _____

Number of businesses: Damaged _____ Destroyed _____

Utilities out of order: _____

Roadways (Names/Route): Closed (damage) _____ Closed (security) _____

Help on Scene: Red Cross _____ Salvation Army _____ Nat'l Guard _____

What help is needed: Shelter _____ Feeding _____ Medical _____

10. Agencies/Organizations Notified:

<u>NAME</u>	<u>TELEPHONE</u>	<u>CONTACT</u>	<u>COMMENTS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Additional Information: _____

Report Received By: _____ Date: _____

Time: _____

ANNEX A
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TAB B TO APPENDIX 4
EOC DAILY LOG OF EVENTS

UNIT LOG	UNIT NAME:	TASK #	DATE PREPARED: TIME PREPARED:
TASK NAME:		FOR OPERATIONAL PERIOD #	PREPARED BY (PLANNING):
UNIT LEADER NAME:		POSITION:	
PERSONNEL ROSTER ASSIGNED			
NAME		ICS POSITION	
ACTIVITY LOG (CONTINUE ON REVERSE)			
TIME	MAJOR EVENTS		
A UNIT IS ANY SINGLE FUNCTIONAL ENTITY (DISPLAYED AS A BOX) WITHIN THE ICS ORGANIZATION CHART			ICS 214

ANNEX A

DIRECTION AND CONTROL

TAB C TO APPENDIX 4
EOC STAFFING ROSTER

[illegible]

ANNEX A
DIRECTION AND CONTROL

TAB D TO APPENDIX 4

SECURITY LOG

NAME	AGENCY	TIME IN	I.D. #	TIME OUT

ANNEX A
DIRECTION AND CONTROL

TAB E TO APPENDIX 4
SAMPLE DISASTER DECLARATION

DISASTER EMERGENCY PROCLAMATION

WHEREAS, on _____, _____ having occurred in _____, Oklahoma, causing _____ known fatalities and _____ injuries, with considerable damage to public and private properties;
and

WHEREAS, immediate attention is required to protect public health, reduce further damage, insure public safety and render emergency relief;
and

WHEREAS, I _____, Mayor of _____, Oklahoma, do find that the aforementioned conditions constitute a threat to the safety and welfare of the county (city), and create an emergency disaster situation within the meaning of Section 683.3, Oklahoma Emergency Management Act of 2003, as amended;

NOW, THEREFORE, I _____, Mayor, acting under the power vested in me under do hereby declare _____ to be a disaster area, entitled to aid, relief and assistance and do hereby direct the implementation of the City Emergency Operations Plan.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this instrument on this _____ day of _____ in the year of our Lord, two thousand and _____, at _____, Oklahoma.

THIS PROCLAMATION SHALL EXPIRE AFTER SEVEN (7) DAYS, UNLESS OTHERWISE EXTENDED BY ME (US).

Mayor

City Clerk

NOTE: THIS IS A SAMPLE THAT MAY BE MODIFIED TO IDENTIFY THE POLITICAL SUBDIVISION AND TYPE OF EMERGENCY AS DETERMINED BY THE CHIEF EXECUTIVE WHO ISSUES THE PROCLAMATION OR AS NECESSARY.

ANNEX B COMMUNICATIONS

I. PURPOSE.

This Annex provides information concerning the Durant Emergency Communications Systems. The procedures outlined in this Annex will be used by Emergency Management officials to manage communications in the event of an emergency.

II. TASK ORGANIZATION AND RESPONSIBILITIES.

Task Assignments.

A. Emergency Management Director will:

During non-emergency time, be responsible for developing the emergency communications system required to support EOC communications. He/she is also responsible for developing a communications system to support crisis operations to include internal operations and external communications with adjacent jurisdictions and the State of Oklahoma EOC.

B. Communications Officer will:

1. During non-emergency periods, provide advice and technical assistance to the Emergency Management director in the planning of emergency communications.
2. During emergency operations, supervise all EOC communications activities.
3. Establish an EOC message center and procedures to manage, record and distribute incoming and outgoing messages.

C. Radio Operators will:

1. Be responsible for proper use of communications equipment and procedures at designated stations.
2. Be responsible for proper handling of messages.

D. Switchboard Operator (if employed) will:

Be responsible for screening and routing of all incoming telephone calls. Those pertaining to emergency operations will be directed to the EOC.

E. Law Enforcement Department.

Law enforcement officers assigned to shelters will provide alternate communications using portable radio units.

ANNEX B COMMUNICATIONS

III. DIRECTION AND CONTROL.

A. The Emergency Management Director, under the direction of the Policy Group, has overall responsibility for the EOC and the communication systems needed to operate in an emergency.

B. The Communications Officer, under the supervision of the Emergency Management Director, is responsible for the activation and operation of all communications systems in the EOC and the associated processing of messages.

C. Radio officers and operators from other departments, while under the control of their own office and operating their equipment, will be responsible for knowing and implementing the procedures outlined in this Annex as well as their department standard operating procedures (SOPs).

D. During an emergency, the various code systems used for brevity will be discontinued and normal speech will be used to ensure comprehension during transmission. In addition, local time will be used during transmission and recording of messages.

IV. ADMINISTRATION AND LOGISTICS.

A. Communications Protection.

1. Radio.

a. Electromagnetic Pulse (EMP).

(1) One of the effects of a nuclear detonation that is damaging to communications equipment over a wide area is EMP. To avoid EMP, radios will be disconnected from antennas and power sources if a nuclear attack warning is received.

(2) Portable radios will be utilized as a backup during the initial attack period to assist in maintaining limited communications with field operations and shelters.

(3) Telephones will be utilized as the primary means of communications until they become inoperable.

(4) The above procedures will be followed until an ALL CLEAR message is received.

b. Wind Damage.

The communications officer will prepare for securing, or replacement,

ANNEX B COMMUNICATIONS

of antennas in the event of high winds.

2. Telephone (Common Carrier).

a. All EOC communications equipment including telephones must have high maintenance priority and should be operational at all times.

b. The communications officer will ensure that all EOC telephones have been placed on the telephone companies' priority restoration list.

B. Security.

Due to the vital role of communications during emergency operations, particularly for defense purposes, the Emergency Management Director may investigate the personal background of any communications personnel assigned to the EOC. Due to the stress and urgency of this work, only stable, reliable people should be assigned communications duties.

C. Training.

1. Each department assigning personnel to the EOC for communications purposes is responsible for assuring that these individuals are familiar with all department communications operating procedures.

2. Additional training for inexperienced and Amateur Radio operators on EOC communications equipment and procedures will be provided by the Communications Officer, as required.

V. PLAN DEVELOPMENT AND MAINTENANCE.

The Communications Officer is responsible for maintaining and updating this Annex annually.

VI. AUTHORITY AND REFERENCES.

References.

1. FEMA, State and Local Communications and Warning Systems Engineering Guidance, CPG 1-37, Washington D.C.

2. FEMA, Section 2, Guide for Increasing Local Government Emergency Management Readiness During Periods of International Crisis; State and Local Guide (SLG) 100.

3. FEMA, Electronic Pulse Protection Guidance, CPG 2-17, Volumes I, II, &

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COMMUNICATIONS

III.

4. OK Dept. of Emergency Management, Oklahoma RACES Plan.

APPENDICES

APPENDIX 1 - Message Log

APPENDIX 2 – City of Durant Communication Plan

ANNEX B
COMMUNICATIONS

Appendix 1
Communications Log

COMMUNICATIONS LOG		TASK #	DATE PREPARED: TIME PREPARED:
FOR OPERATIONAL PERIOD #		TASK NAME:	
RADIO OPERATOR NAME (LOGISTICS):		STATION I.D.	
LOG			
TIME	STATION I.D. FROM TO		SUBJECT
PAGE __ OF __			ICS 309

ANNEX B
COMMUNICATIONS

Appendix 2

City of Durant Communication Plan 2021

The City of Durant Oklahoma Communication plan has been developed out of a desire to embrace the Statewide Communications Interoperability Plan (SCIP). The Statewide Communications Interoperability Plan (SCIP) is a locally-driven, multi-jurisdictional and multi-disciplinary statewide plan to enhance emergency communications. The SCIP has been developed by the Oklahoma Office of Homeland Security. The purpose of the Oklahoma SCIP, according to the Oklahoma Department of Homeland Security, is “to serve as a central point of reference and operational roadmap for stakeholders committed to meeting the standard of public safety communications interoperability that has been set by the state”.

The Oklahoma Department of Homeland Security has published the “Oklahoma Field Operations Guide” to serve as a reference for interoperability within the State of Oklahoma.

While adopting the “Oklahoma Field Operations Guide” as the general framework for agency interoperability, City of Durant has developed this Communication Plan in order to outline and document communication and interoperability best practices as they specifically apply to Durant Oklahoma.

The common goal of public safety entities is the welfare of the public and protection of property. Communications interoperability is necessary to optimize results of the actions of public safety entities. In order to be able to provide efficient services to the public, and ensure the safety of first responders, this plan will outline best practices and SOP for communications within and between public safety entities.

ANNEX B
COMMUNICATIONS

Public Safety Agencies

Public Safety Agencies in Durant fall into four major categories:

1. Law Enforcement- including City Police Department, University, Tribal, and Oklahoma Department of Public Safety (DPS).
2. Fire- including paid and volunteer fire departments.
3. EMS- including paid and volunteer EMS agencies.
4. Emergency Management.

Each agency has its own communication needs and capabilities but, at times, they all share the need for interoperable communications.

ANNEX B
COMMUNICATIONS

Bryan County Radio Frequencies (All Frequencies Are Narrow Band as of 1/1/2013)

Law Enforcement:

Department	Receive	Transmit	Tone
BRYANSO	153.965	158.970	151.4
BRYANEM2	155.715	155.715	
SOSUPD	155.640	159.030	118.8
DURANTPD	155.0925	153.7625	110.9
DURANTTA	155.760	155.880	
OKNET1	155.670	155.670	
OKLAW1	155.490	155.490	
CALERAPD	154.8225	154.8225	107.2

Fire:

Department	Receive	Transmit	Tone
ACHILEFD	155.6175	155.6175	136.5
BRYANFR	153.845	155.070	103.5
BRYANFG	155.145	155.145	
BRYANRIT	158.7825	158.7825	
BENNFD	154.0625	154.0625	206.3
BOKFD	155.055	155.055	
CADDOFD	158.805	158.805	
COLBFD	151.070	159.075	186.2
CALERAFD1	154.025	158.940	173.8
CALERAFD2	155.955	155.955	162.2
DURANTFD	154.160	154.160	141.3
DURANTFR	151.2725	156.045	151.4
SILOFD	154.340	154.340	
OKFIRE1	154.130	154.130	
STFORR	159.45	159.45	
FRENYFD	153.125*	153.125*	156.7
WBCFD	154.220	154.220	

*No Corresponding License Found in FCC Database

EMS:

Department	Receive	Transmit	Tone
VMED28	155.340	155.340	
VMED29	155.3475	155.3475	156.7

ANNEX B
COMMUNICATIONS

School:

DURANTPS	151.925	151.925	114 (DCS)
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Emergency Management:

BRYANEM1	156.240	159.135	162.2
STEMEOC	155.235	155.235	
BRYANEM2	155.715	155.715	

Public Works:

DURANTPW	155.76	155.76	
CALERAPW	158.880	158.880	136.2

VTAC:

Calling	VCALL10	155.7525	CSQ/156.7
Tactical	VTAC11	151.1375	CSQ/156.7
Tactical	VTAC12	154.4525	CSQ/156.7
Tactical	VTAC13	158.7375	CSQ/156.7
Tactical	VTAC14	159.4725	CSQ/156.7

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COMMUNICATIONS

Radio Programming Recommendations

Not all Public Service agencies in Bryan County have the same type of radio equipment. In order to avoid confusion and delay when changing channels to the channel assigned by the Comm Center, all radios should be commonly programmed for the first 26 channels across the county. All channels will be given a maximum of an 8 character name for uniformity across all disciplines. Entities may program channels above 26 in any order they prefer.

Name	Receive Freq	Transmit Freq	Tone (Xmit Only)
BRYANEM1	156.240	159.135	162.2
STEMEOC	155.235	155.235	
BRYANSO	153.965	158.970	151.4
DURANTPD	155.0925	153.7625	110.9
DURANTFD	154.160	154.160	141.3
DURANTFR	151.2725	156.045	151.4
DURANTPW	155.760	155.760	
BRYANCC	155.115	158.790	151.4
OKFIRE1	154.130	154.130	71.9
VCALL10	155.7525	155.7525	156.7
VTAC11	151.1375	151.1375	156.7
VTAC12	154.4525	154.4525	156.7
VTAC13	158.7375	158.7375	156.7
VTAC14	159.4725	159.470	156.7
OKLAW1	155.490	155.490	
VMED28	155.340	155.340	
OKNET1	155.670	155.670	
CALERAFD1	154.025	158.940	173.8
COLBFD	151.070	159.075	186.2
WBCFD	154.220	154.220	
CADDOFD	158.805	158.805	
ACHILEFD	155.6175	155.6175	136.5
BRYANFR	153.845	155.070	103.5
DURANTPS	151.925	151.925	114 (DPL)
SOSUA	155.640	155.030	118.8
DURANTTA	155.880	155.880	110.9
BRYANEM2	155.715	155.715	

ANNEX B COMMUNICATIONS

Initial Call Out

The Durant Communications Center (Comm Center) is responsible for city-wide dispatching of Fire, EMS, and Police. The Comm Center uses the Bryan County Sheriff repeater and Durant Police Department repeater for its radio communication. When department(s) are dispatched by the Comm Center, Comm Center will give the location of the incidents, type of incident, and the Tactical Channel that will be used by responders. The responding units or agencies should respond PAGE RECEIVED. Once the units are enroute, they should notify dispatch that they are enroute to the incident and include the authorized unit number that is listed on the CAD (Computer Aided Dispatch) and the destination of the incident in the radio transmission. Those responding in a POV (Privately Owned Vehicle) should not contact dispatch, since POV's are not authorized emergency response units and should not be accounted for. No individual or department should SELF DISPATCH to an incident. Units or departments should not contact dispatch or responding units to tell them that they are available for dispatch to an incident, since mutual aid is an understood concept and is on a case by case basis at the request of the Incident Commander on scene. This will allow the Comm Center to account for the units deployed and verify that the destination is correct. This will also increase the safety of those responding, and limit the amount of radio traffic per incident. In keeping with NIMS guidelines, plain language should be used when talking on the radio. Confusion will be avoided by refraining from the use of 10-codes which may vary in meaning from department to department.

On Scene

If more than one department will be responding to the incident, thought needs to be given to communications between the various agencies. If a combination of Fire, Law Enforcement, and EMS will be on the scene, a common frequency needs to be established for on-scene communications. This frequency will be determined by the Comm Center and the Comm Center will notify the Incident Commander of the frequency and the Comm Center will inform subsequently dispatched assets of the correct on-scene frequency upon dispatch.

If there is a change of Incident Command, the Comm Center must be notified of the time of the change and the name of the incoming commander.

Once the scene is secure and the assets are released, the Incident Commander should notify the Comm Center of the units who are being released and if they will be back in service and ready for deployment. Individual units should not call in when released.

ANNEX B COMMUNICATIONS

Interoperability

Public safety entities in Durant have their own frequency assignments which are used for their day to day operations. However, in a multiple discipline, multiple jurisdiction incident, we need to ensure that all responding entities have the ability to communicate with one another.

The Federal Communications Commission, at the request of the Department of Homeland Security has designated 5 VHF frequencies for license free use for the purpose of interoperability. These frequencies are commonly known as VTAC frequencies. These frequencies are not to be used for day to day operations. They may, however, be used freely on any incident where there are more than one discipline or jurisdiction involved.

Examples of Proper Use of the Tactical Channels:

As working channels for multiple fire departments fighting a fire together.

For coordination during a police chase through multiple jurisdictions where the agencies have no other communications link with each other.

For Communications during extended joint operations between multiple police agencies such as drug operations, riots, etc.

For coordination during recovery operations after a disaster such as a tornado when local, state, and federal officials require a common communications link.

Examples of Improper Use of the Mutual Aid Channels:

To support the administrative functions of a fire department which has a mutual aid agreement with an adjacent fire department to provide “move up” capability when a fire unit leaves its own coverage area.

To provide an extra working channel for a public safety agency supporting a special event.

To provide a surveillance channel for use between members of the same public safety agency.

ANNEX B COMMUNICATIONS

When determining which communication frequency to use, thought must be given to the scope of the incident and the possibility for an expanding incident. While you may use your day to day frequency with a mutual aid partner on a small incident, an escalation of the incident which requires calling in outside assets will complicate the communication issues tremendously.

The best practice when working with another entity in an incident would be to do the following: Upon arriving on the scene, go to the VTAC frequency assigned by the Comm Center. The Comm Center should be specific such as VTAC11. If there is another incident in the county at the same time, the Comm Center will know that VTAC11 is already in use and the Incident Commander of the second incident will simply be assigned another VTAC channel for his operations by the Comm Center.

If the incident expands and other public service agencies such as Tribal, EMS, Law Enforcement, or Fire are called to the scene and a VTAC is already established as the communication frequency, you can be assured that they will be able to communicate once they arrive.

All mobile units should have the five VTAC frequencies programmed into them for interoperability and the Bryan County Fire Repeater frequency for dispatch contingency.

Swap Radios

Durant Emergency Management maintains a cache of approximately 20 swap radios. Swap radios are available for short term loan to outside agencies that do not have radios which are programmed with local interoperability frequencies such as VTAC channels. Requests for swap radios should be made by the incident commander directly to Emergency Management. The request should include the requester's name, contact information, number of radios needed, and type of incident. For a radio cache to be an effective shared resource, it should have the following characteristics:

Be fully charged, maintained, and ready for deployment at all times.

Include extra charged batteries and chargers for extended deployments.

Personnel available to transport the radios to the incident scene.

Technicians available for on scene support during the deployment.

Check-out and tracking procedures are used during the incident to ensure the radios are properly returned to the cache following the incident. The swap radios are pre-programmed with approximately 100 channels and are 5 watt hand held units.

ANNEX B COMMUNICATIONS

Communication Contingency Plan

City and County Governments as well as Public Safety Organizations must have reliable communications in order to function. In the event of catastrophic failure of any part of the radio infrastructure in Durant, a well thought out contingency plan for communications is necessary for continuity of government at all levels.

It is understood that the use of cellular phones as a means of backup communications cannot be relied upon. Time and time again, where there have been catastrophes, the cellular network has failed. This failure can be from circuit overloading due to heavy demand or damage to all or part of the cellular network equipment. Therefore, this plan will focus on using the existing radio infrastructure in Durant for backup communications in order to facilitate continuity of government.

- All dispatching for Public Safety except DPS come through the Comm. Center. The Bryan County Sheriff's Repeater is used for this purpose with the exception of Durant Police Department which has its own repeater and contingency plan.
- In the event of failure of the Bryan County Sheriff Repeater, The Bryan County Fire Repeater will be used for dispatching of Public Safety Agencies across Bryan County. The Fire Repeater is located miles away from the Sheriff's Repeater and the likelihood of both being damaged is small.
- Most Public Safety Agencies in Bryan County use simplex or car to car radio frequencies for their day to day operations. These frequencies will only be affected by Electromagnetic Pulse (EMP); therefore they do not require a backup.
- In the event that Durant Emergency Management Repeater is damaged, EM will use the state EM simplex frequency of 155.235 (STEMEOC) for internal communications.

ANNEX B COMMUNICATIONS

Last Line or Fall Back Communications

The following should be used as the “last line” or “fall back” procedure when all else fails in the area of interoperability:

Co-location – Locating staff from all relevant agencies in a common area to receive and relay information face-to-face.

Runners – Using personnel to relay written messages (ICS Form 213) between agencies.

Joint Teams – Forming teams that include at least one member with a portable radio from every agency for which communications is required.

Emergency Telephone Communications

In the event of damage or congestion of land line phone lines and failure of the cellular network, city and county officials are to use the Government Emergency Telecommunications System (GETS) card to place priority telephone calls on land line phones. The GETS card gives priority to users and gives a 90% call completion rate with congested or even damaged telephone infrastructure.

In the event of total communications infrastructure damage, Durant Emergency Management will use High Frequency (HF) Radio to contact the Oklahoma State Emergency Operations Center on the Operation Secure frequencies using the call sign WNPV700. This network is monitored 24/7 at the state EOC.

ANNEX C WARNING

I. PURPOSE.

This Annex establishes an effective alert and warning system within Durant capable of disseminating adequate and timely warning to the city officials and public in the event of threatened disaster.

II. SITUATION AND ASSUMPTIONS.

See Section II Basic Plan.

III. CONCEPT OF OPERATION.

General.

Durant will receive alerts or warnings from the Comm. Center Dispatcher (primary) or the Durant EM (secondary) upon proper notification through the National Attack Warning System (NAWAS).

A. Natural Hazards.

Normally, warning of the threat of severe weather such as tornadoes, severe thunderstorms, flash flooding etc. will be provided by the National Weather Service. They are disseminated by NAWAS, radio, TV, and Weather Service teletype.

B. Weather Warning Procedures.

Upon receipt of notification of approaching severe weather (i.e., tornadoes, thunderstorms, floods, etc.) from the National Weather Service, storm watch personnel, other communities in the county or any other official source, the Communications Center dispatcher will immediately notify the EM Director who sound the warning devices, if required. If communications with the EM Director, or those designated as having warning responsibility in Appendix 3, cannot be established, police or fire personnel are authorized to sound the warning devices.

C. Technological Incidents/Hazards.

Warnings will be made for hazardous material incidents/accidents such as oil, chemical, or radiological material spills when the incident presents a hazard to the public. This warning will be announced on radio/TV and Reverse 911 to residents affected.

D. National Security.

1. Attack on this nation is a possibility at any time and could be in any form; nuclear, biochemical, or conventional devices. It is likely that an attack would be preceded by a period of international tension that would provide ample time to inform

ANNEX C WARNING

the public. However, should a surprise attack be launched, warning time may be as little as fifteen minutes. The possibility of an accidental missile launch also exists in which case warning time could approximate that of a surprise attack. NAWAS is the primary attack warning system used to provide initial warning down to the county level of government.

2. Upon receiving an alert/warning at the Comm. Center or from the Oklahoma Highway Patrol NAWAS, or alternate Warning Point, the Bryan County Sheriff or the Durant Police Department will immediately notify each community police department. The police dispatcher will notify the EM Director. See Appendix 3 for each warning device activation procedures and Appendix 4 for the warning device locations.

3. The EM director upon notification of an attack warning will notify the city officials as indicated in Appendix 3. These officials will make the decision on whether to activate the EOC and use it as the main control center during the emergency.

E. NAWAS and Attack Warning Signals.

1. Severe Weather or Other Peacetime Emergency.

The severe weather/other peacetime emergency warning is a 3 to 5 minute steady signal from warning devices, horns or other devices. In addition to other meanings or requirements for action, this can also be an ATTENTION or ALERT signal to turn on radios or TVs to listen for essential emergency information.

2. Attack Warning.

The attack warning signal is a 3- to 5-minute wavering tone on warning devices or a series of short blasts on horns or other devices. The attack warning signal shall mean that an actual attack or accidental missile launch against this country has been detected and that protective action should be taken immediately. THIS SIGNAL WILL BE USED FOR NO OTHER PURPOSE AND WILL HAVE NO OTHER MEANING.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Task Assignments.

1. Policy Group(s).

a. Responsible for establishment and maintenance of a workable warning system throughout the county, cities and towns.

b. Make decisions on actions to be taken based on the seriousness of the warning received. Delegate this authority to the EM Director when such warnings require immediate decisions to protect life.

ANNEX C WARNING

2. EM Director.

- a. Coordinate warning information with the Policy Group, when time permits, and implement their decision on further dissemination of the warning.
- b. Activate the EOC, with concurrence of the Policy Group, and call those persons designated to staff it.
- c. Utilize the EAS and Cable TV circuit warning override to broadcast warnings to the public.
- d. Educate the public on the meaning of warning signals.

3. Durant Police Department.

- a. Upon receipt of warning information from the Highway Patrol Warning Point, or from other reliable sources, immediately notify the Sheriff's Department, and:
 - (1) Take action to sound the warning signal by notifying the person responsible for the warning device control point.
 - (2) Notify the Emergency Management Director or the designated alternate.
- b. Provide mobile units to warn people in areas not covered by fixed warning devices using vehicle warning devices and bullhorns.

4. Fire Departments:

- a. Where the Fire Dept. is designated as the warning device control point for the community, duty personnel are responsible for operating the warning devices.
- b. Duty personnel will activate the warning devices when:
 - (1) An attack warning is received.
 - (2) When directed to do so by the EM Director or Deputy EM Director.
 - (3) A serious hazard exists in the community and immediate warning is needed to protect life or property.

5. Bryan County Media Organizations.

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a. The media are responsible for disseminating warning information from authorized sources, concerning potential emergency situations or actual disasters, to the public as rapidly as possible.

b. Activation of the Emergency Alert System (EAS) is the responsibility of the broadcast station having this EAS capability during periods of world tension.

c. The media will be requested to print/deliver and/or broadcast Emergency Management warnings and information, designed to provide necessary lifesaving guidance to the public during emergencies or disasters.

V. DIRECTION AND CONTROL.

A. General.

Warning systems may be activated from any level of government by agencies having responsibility to notify the public of imminent danger. At the local level these warnings are channeled through the EM Director, **if time permits**, in order to fix responsibility and ensure control of the warning process.

B. Warning Systems and Use.

1. National Warning System (NAWAS).

a. NAWAS is a protected, full time voice communication system interconnecting the National Warning Center and numerous warning points in each state. Oklahoma has one primary state warning point, two alternate state warning points and 30 secondary warning points. The primary point is at Oklahoma Highway Patrol headquarters in Oklahoma City. Alternates are located in the Oklahoma Department of Emergency Management EOC and the National Guard EOC. The 30 secondary points are located in OHP district headquarters, sheriff/police departments, fire departments and local EOCs throughout the state.

b. Warning information transmitted by the National Warning Center is received simultaneously at all warning points. The federal government is responsible for providing attack/accidental launch warning to state government. State government is responsible for providing warning to all counties on a 24-hour basis. This responsibility has been assigned to Oklahoma Highway Patrol, with the Oklahoma Department of Emergency Management EOC and the National Guard EOC utilized as backup.

c. Warning within the county is the responsibility of county officials. The Oklahoma Highway Patrol Troop responsible for the area including Bryan County will notify the primary warning point in Bryan County which is the

ANNEX C WARNING

Communications Center, by radio or telephone, of attack or accidental launch warning, and of any dangerous or severe weather that may be approaching Bryan County.

d. Warnings received via NAWAS will then be relayed by the Communications Center dispatcher to other communities within the county as soon as possible after receipt of the warning. (See Appendix 1.)

2. National Weather Service (NWS).

Current weather information and watch/warnings are normally received over the NWS teletype circuit. However, NWS will issue weather warnings over the NAWAS line when time is of the essence. NWS will also broadcast weather and attack warning information over their weather broadcast radio network. The VHF weather radio transmitter stations at Sherman, TX (162.475 MHz) and Atoka, OK (162.500 MHz) may be monitored with special radios that only receive the continuous weather transmissions.

3. Emergency Alert System (EAS).

a. EAS provides emergency information to the public during time of high world tension and/or actual attack upon this country. These are protected stations that provide emergency radio and TV broadcasts on a volunteer basis. The system may be activated at the federal, state or local level. (Note: The Emergency Management Director may use the EAS to communicate with the citizens of the county by contacting station KLBC (FM) 106.3 in Durant. FEMA provides prerecorded tapes containing emergency information to be broadcast by EAS stations during an emergency.

b. Additional EAS broadcast stations in the Operational Area are listed in Appendix 1, Annex D.

4. Skywarn (Storm Spotters).

Skywarn is a national program designed to place personnel in the field to spot and track tornadoes. They are trained by NWS and instructed in what to report. Teams are made up of government employees and private citizens. During severe weather, storm spotters relay reports to their coordinator in the nearest EOC. Confirmed tornado sightings are relayed to the NWS that then disseminates appropriate warnings.

5. Warning devices.

Fixed warning devices are located throughout Bryan County and constitute the primary means of providing initial warning to the public of impending danger. See Appendix 4 this Annex for their locations. Supplemental warning device

ANNEX C WARNING

coverage will be provided by mobile units as required.

6. Newspaper Media.

When time is not critical, camera-ready copy has been prepared for specific emergencies to instruct the public which can be provided to the publishers for insertion into their papers.

VI. ADMINISTRATION AND LOGISTICS.

Warning System Testing and Maintenance.

A. Warning devices will be tested at least once a month.

B. The EM Director is responsible for the maintenance and repair of warning devices in the city.

VII. PLAN DEVELOPMENT AND MAINTENANCE.

The EM Director is responsible for updating this annex and its appendices on an as needed basis.

VIII. AUTHORITY AND REFERENCES.

References.

FEMA, Principles of Warning and Criteria Governing Eligibility for National Warning System Service, CPG 1-14, Washington D.C..

FEMA, National Warning System (NAWAS) Operations Manual, CPG 1-16, Washington D.C..

FEMA, Outdoor Warning System Guide, CPG 1-17, Washington D.C..

APPENDICES

APPENDIX 1 – City of Durant Warning Organizational Chart

APPENDIX 2 - Community Warning

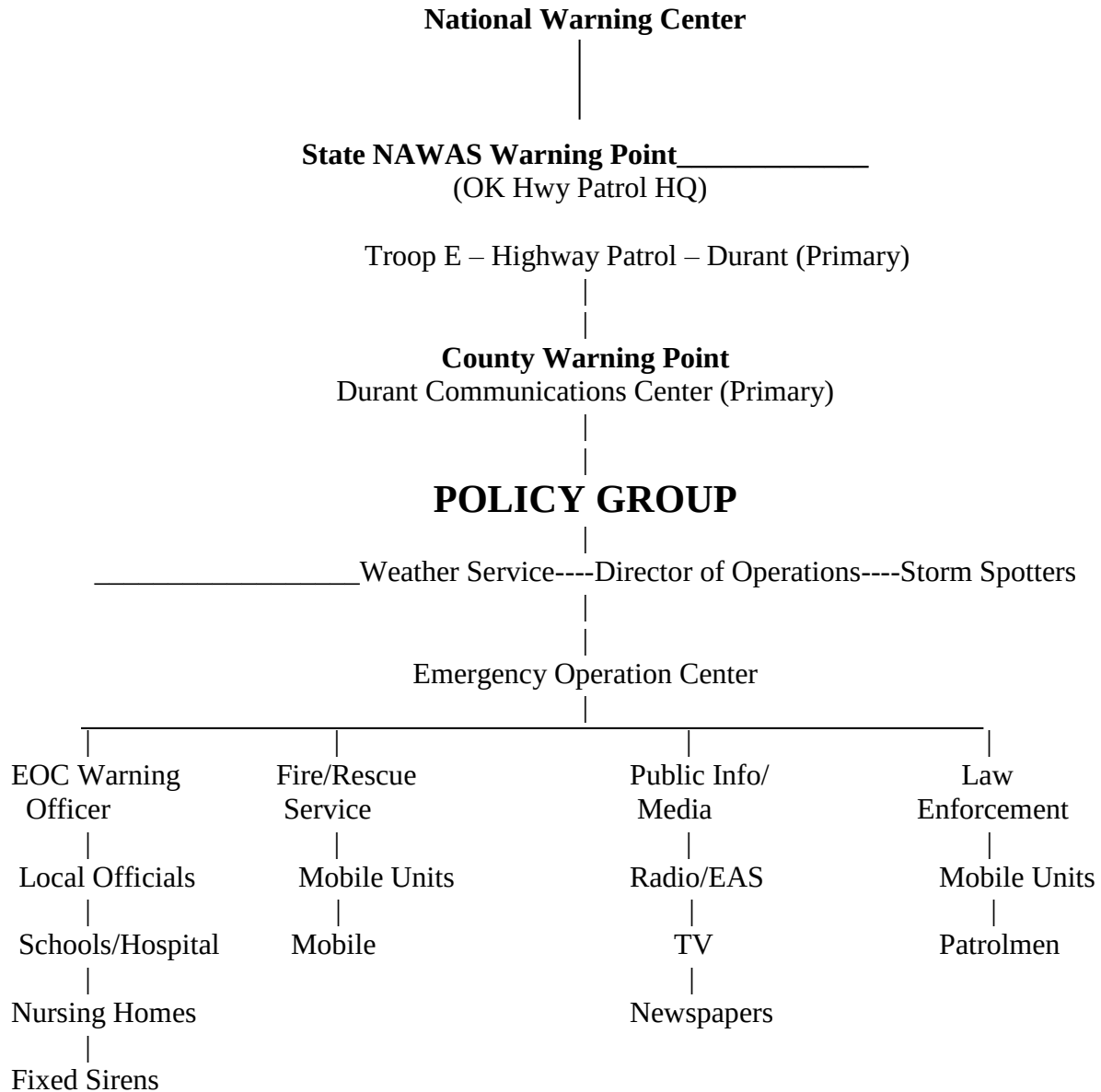
APPENDIX 3 - Warning Device Decision SOP

APPENDIX 4 - Siren Locations within Durant

TAB A - Siren Location(s) Map of Durant

ANNEX C
WARNING

APPENDIX 1
DURANT WARNING ORGANIZATIONAL CHART



ANNEX C
WARNING

APPENDIX 2
COMMUNITY WARNING

Upon receipt of a Severe Weather, Hazardous Material Spill, Wildfire, Attack, or other Danger Warning, the city's first responders must be notified as soon as possible by the Communications Center. The Durant Radio Communications Network is listed in Annex B.

All phones in Bryan County are AC 580:

	FIRE	POLICE	AMBULANCE
Durant	Page Out	924-3737	Page Out

* TELEPHONE NUMBER FOR THE COMMUNICATIONS CENTER: 924-3737 (OR 911)

ANNEX C
WARNING

APPENDIX 3
WARNING DEVICE DECISION SOP
Durant, OK

I. SEVERE WEATHER, TORNADOES, HAZARDOUS MATERIALS, WILDFIRE.

A. Activating the warning devices will be done through the authority of the Durant Emergency Management Director, or his next in the chain of command.

B. The chain of command is as follows:

Kenneth Eppler, Office: 924-3661 Cell: 775-3661 Cell: 920-5916

Richard Ezell, Office: 924-3661 Cell: 775-5888 Cell: 775-0331

Michael Claborn, Office: 924-3661 Cell: 579-2615

C. All information received from the public, OHP, police, commercial radio stations, amateur radio, C.B. radio, weather instruments, or any other source should be passed on to Emergency Management Headquarters and verified before any action is taken. However, the tornado warning will be sounded at the earliest possible time when reports of imminent danger are received from any reliable source.

II. ATTACK.

When alert or warning message is received by the Communications Center dispatcher indicating an attack is about to occur, an immediate decision is required to initiate protective measures. The dispatcher will call the Emergency Management Director. However, if the Emergency Management Director is not available, the first person contacted in the following list will make the decision as to what further action (activate the EOC, etc.) to take:

Durant Police Chief 924-3737

* Unless otherwise specified all telephone numbers are area code 580.

ANNEX C
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APPENDIX 4
SIREN LOCATIONS WITHIN
CITY OF DURANT

Durant Number of Sirens: 19

Activated from: Emergency Management EOC

Activated how: Radio Controlled Emergency Management EOC

Activated by (who): Emergency Management Director or backup EM personnel

SOP for Decision to activate: (Primary EM Director, Secondary Other EM personnel)

<u>Siren Name</u>	<u>Location</u>
E01	1920 State Highway 78 (Sports Complex)
E02	1901 S. 9 th Ave. (Fair Grounds)
E03	Washington Ave. and Valley View Dr.
E04	Armstrong Rd. and Road Runner Dr.
E05	Aaron and Meagan
E06	Washington Ave. and US Hwy 69/75
E07	5525 University Blvd.
E08	Lynnwood and Harmony
E09	N. 18 th Ave. and Olive St.
E10	N. 11 th Ave. and Mulberry St.
E11	515 Sunny Meadows Dr.
E12	S. Foote St. and W. Main St.
E13	120 S. 5 th Ave.
E14	NE 4 th Ave. and E. Cedar St. (Keithley Park)
E15	McLean Rd. and Frances St.
E16	2808 Enterprise Rd. (Fire Dept. Station #3)
E17	810 Waldron Dr. (Vo-Tech)
F01	N. 4 th Ave. and University Blvd.
F02	N. 7 th Ave. and Montgomery Dr.

ANNEX D EMERGENCY PUBLIC INFORMATION

I. PURPOSE.

This annex provides procedures for the effective collection, control, and dissemination of emergency public information. Long-term public educational efforts related to hazard awareness are also outlined in this annex.

II. CONCEPT OF OPERATIONS.

General.

A. Emergency information efforts will focus on specific event-related information. This information will generally be of an instructional nature focusing on such things as warning, evacuation, and shelter. It is also important to keep the public informed of the general progress of events. A special effort will be made to report positive information regarding emergency response in order to reassure the community that the situation is under control. Rumor control will be a major aspect of the informational effectiveness. Education efforts will be directed toward increasing public awareness about potential hazards and how people can deal with them. All information and education efforts will rely heavily on the cooperation of commercial media organizations.

B. See Public Information Operating Procedures Manual for "fill-in-the-blank" public news releases written as world tensions, weather phenomena, or other hazards/accidents which are in the process of occurring or have occurred.

C. The Public Information Officer should be knowledgeable of the National Incident Management System (NIMS), the Joint Information System (JIS) and the Joint Information Center (JIC) in order to properly interface with the State PIO, other jurisdiction PIO's and any federal PIO's.

III. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Policy Group.

Appoint a public information officer or delegate the authority to appoint a PIO.

B. Public Information Officer (PIO).

1. Maintain public information operating procedures manual.
2. Direct all emergency public information efforts.
3. Designate a public information section within the EOC as the single official point of contact for the media during an emergency.
4. Provide news releases, which have been cleared for release by the proper authorities, for the media.

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5. Check all print media for accuracy of reports.
6. Investigate rumors.
7. Check TV and radio broadcast for accuracy of reports.
8. Maintain a recent record of events.

IV. DIRECTION AND CONTROL.

The Public Information Officer is responsible for all education and information programs conducted by the policy group.

V. PLAN DEVELOPMENT AND MAINTENANCE.

The PIO will be responsible for the development and maintenance of education and information programs. Other persons or organizations specified in the annex will work with the PIO as necessary.

VI. AUTHORITIES AND REFERENCES.

References.

1. Christensen, Larry. Review of Mass Media Campaigns. Boulder, Colorado; Natural Research and Applications Information Center, University of Colorado.
2. Davenport, Sally S. and Penny Waterstone. Hazard Awareness Guidebook. Austin, Texas; Texas Coastal and Marine Council.
3. FEMA, State and Local Guide 100 (SLG 100); Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.
4. Regulska, Joanna. Public Awareness Programs for Natural Hazards, Boulder, Colorado, Natural Hazards Research and Applications Information Center, University of Colorado

ANNEX D
EMERGENCY PUBLIC INFORMATION

Publications, Pamphlets, Leaflets

REFERENCE: FEMA 20 - PUBLICATIONS CATALOG, for others.

FEMA CPG 1-6 Disaster Operations Handbook for Local Governments.

FEMA CPG 2-18 State and Local Earthquake Hazards reduction; Implementation of FEMA Funding and Support.

Leaflet (L) 96 - Safety Tips for Winter Storms.

Leaflet (L) 111 - Safety Tips for Earthquakes.

APPENDICES

APPENDIX 1 - News Media Organizations

APPENDIX 2 - Media Access

ANNEX D
EMERGENCY PUBLIC INFORMATION

APPENDIX 1
NEWS MEDIA ORGANIZATIONS

KEY EAS RADIO Broadcast Stations:

Durant Operational Area
KSEO (750 AM) KLBC (106.3 FM) 580-924-3100
1418 North 1st, Durant, OK

KEY EAS TELEVISION Broadcast Stations:

Durant Operational Area: None

CABLE TV: VYVE, 1501 W. Mississippi St., Durant, OK, 580-924-2367

IS A SYSTEM FOR LOCAL TV OVERRIDE AVAILABLE? No

NEWSPAPERS:

Durant Daily Democrat: 580-924-4388
Herald Democrat: 903-465-1400
Daily Oklahoman Agent: 580-924-4316

ANNEX D
EMERGENCY PUBLIC INFORMATION

APPENDIX 2
MEDIA ACCESS

I. PURPOSE.

The purpose of this appendix is to establish general policy for providing information to the public and equal access to certified representatives of legitimate news media during time of emergency.

II. CONCEPT OF OPERATIONS.

A. The following types of information shall be provided to the public by appropriate officials as soon as possible and in as much detail as possible.

1. Nature of disaster.

2. Location of disaster.

3. Time of disaster.

4. Number of casualties.

*5. Identification, age, sex, address
of casualties.

*6. Nature and severity of injuries.

*7. Condition of casualties and where
treated.

* **Only after notification of next of kin.**

8. Agencies involved in response.

9. Scope of agency involvement.

B. It is recognized that personnel involved in response to a disaster have certain responsibilities for the protection of life and property, and will be under varying degrees of mental and physical stress. It is also recognized that certified representatives of the news media should be provided every opportunity for equal access to the scene of a disaster response activity and to interview personnel when it is consistent with safety and effective operation.

ANNEX D
EMERGENCY PUBLIC INFORMATION

III. COLLECTION AND DISSEMINATION OF INFORMATION.

The types of information outlined in II.A. above shall be collected and disseminated as soon as possible by the appropriate personnel as follows:

A. Incident Commander, or his designated representative, will provide a timely evaluation of the disaster to the Public Information Officer, to be followed, as appropriate, by additional details as they are available.

B. Public Information Officer will be responsible for collection of information from the Incident Command Post, hospitals, and other sources and agencies. He/she will also responsible for the dissemination of information directly to the news media, for preparation of news releases, and, where appropriate, for making announcements directly to the public via radio and/or television hookups. Under no circumstances should the names of casualties be released before notification of next of kin by appropriate officials.

IV. ACCESS FOR NEWS MEDIA REPRESENTATIVES.

In recognition of the public's right to know as much information as possible about a disaster, the various agencies involved in response will make every effort to cooperate by allowing certified representatives of legitimate news media equal access in information and scenes of response activities as appropriate. News media representatives are likewise required to cooperate with agency personnel as directed for safety and efficient operation.

A. Incident Commander, or his designated representative, will allow such access as consistent with safety and efficient operation.

B. EOC Public Information Officer will establish rules for media access to the EOC as appropriate to conditions.

ANNEX E EVACUATION

I. PURPOSE.

This annex was developed to provide orderly and coordinated evacuation procedures for evacuation within the city of Durant for predictable hazard prone areas as well as those situations that cannot be anticipated. Additionally, this annex strives to identify, and organize supporting transportation services for necessary evacuations.

II. CONCEPT OF OPERATIONS.

A. General.

1. When local conditions warrant evacuation, the Emergency Management Director, after conferring with the Policy Group, Coordination Group and Floodplain Administrator(s) (listed in Annex A, Appendix 2), will alert the Durant Police Department to warn all residents within the endangered area of the need to evacuate. It is also necessary to establish a system for the acquisition and effective use of available transportation in Durant during disasters.

2. If a dam breach is imminent or occurring at any of the dams in or affecting Bryan County, the Dam Tenders will notify the Communications Center dispatcher by the quickest means available. The dispatcher will notify the County Sheriff's office and all police departments and fire departments in the affected areas so that appropriate actions may be taken to protect lives and property. Additionally, the Dam Tenders will notify Lake Rangers to warn boaters, boating facilities, and the affected city officials.

B. Considerations.

There are several factors that must be considered when planning for evacuation. First among these are the characteristics of the hazard itself; magnitude, intensity and duration. These factors determine the number of people to be evacuated and available time. Another consideration is the availability of evacuation routes, their capacity, and vulnerability to the hazard.

III. TASK ORGANIZATION AND RESPONSIBILITIES.

Task Assignments.

1. Coordination Group.

a. After coordinating with the Policy Group, the Floodplain Administrator(s) and the EM Director, decide which areas of the county need to be evacuated.

b. Advise Red Cross director of the need for shelters and coordinated use of pre-designated shelters.

ANNEX E EVACUATION

- c. Issue evacuation order through emergency service personnel, and the media.
- d. Make press release to the media of the evacuation, area to be evacuated, and shelter(s) to be activated.
- e. Coordinate evacuation with other jurisdictions as required.
- f. Establish a Disaster Recovery Center as needed.
- g. Provide transportation and other resources required to aid evacuation.
- h. Request needed assistance from Oklahoma Department of Emergency Management.

2. Transportation Coordinator.

- a. Responsible for identifying and assigning emergency transportation to the requesting organizations, or emergency services coordinators, and dispatching these vehicles to work sites or staging areas to provide the emergency transportation as requested.
- b. Schedule and manage the use of vehicles provided from all sources along with a qualified driver for the equipment.
- c. Establish/coordinate pickup points in the area and advise the emergency management director, sheriff's department, and the PIO who will notify the public.
- d. Assist the Emergency Management Director in planning the scheduled evacuation of hospitals and nursing homes in the event of hazards or other threats to these institutions.
- e. Assist the Resources Coordinator in the development and maintenance of a current vehicle inventory within the Bryan County Resource Management Manual.
- f. Task the Resources Coordinator with vehicle and driver requirements during any emergency.
- g. Provide maintenance service and fuel to all equipment used to support emergency operations.
- h. Keep records of equipment use, man-hours, and associated costs. Provide this data to the Resource Coordinator during and after the disaster.

ANNEX E EVACUATION

3. Resources Coordinator.

- a. Ensure that all necessary mutual aid agreements (preferably written) are in place for the acquisition of emergency transportation.
- b. Maintain an updated inventory of public and private vehicles for use by the Transportation Coordinator or other EOC staff to meet emergency needs.
- c. Coordinate vehicle availability for emergency use with government departments and develops other sources of transportation which could be made available from the following agencies/sources:
 - (1) United States Post Office.
 - (2) Church buses.
 - (3) Oklahoma National Guard.
 - (4) School districts.
 - (5) Business and commercial sources.
- d. Recruit qualified volunteers to drive and load vehicles when the organization providing the equipment is unable to furnish operators.

4. Superintendents of Schools.

Develop a written mutual aid agreement with the Resource Coordinator that can be utilized for emergency transportation of people and/or supplies and provide the maximum number of school buses as requested.

5. County/State/Federal Departments & Agencies.

Provide, as requested by the Resources Coordinator, and as available, the type and number of vehicles needed to meet emergency requirements. Equipment committed to disaster/emergency response as part of the department's responsibility will not be subject to redirection unless the EOC Chief of Operations directs they be diverted to higher priority use.

6. Local Churches and Business Firms.

Provide to the Resource Coordinator, where possible, transportation assets needed for movement of people or supplies in disaster or emergency situations.

IV. DIRECTION AND CONTROL.

A. Flooding, Fire or Other Threat.

ANNEX E EVACUATION

The chief elected official in the jurisdiction is the overall authority for evacuation efforts. All activities will be coordinated in the activated EOC or the incident site command post.

B. Hazardous Materials or Transportation Accidents.

When such an event occurs which may require evacuation, the Emergency Management Director will be notified and the EOC opened to ensure necessary services can be activated. Due to the specialized nature of hazardous materials response, a contingency plan has been developed and included in Annex Q.

VI. PLAN DEVELOPMENT AND MAINTENANCE.

Responsibility for updating and revising this Annex rests with the EM Director and the Transportation Coordinator in coordination with the Resources Coordinator. Support in this effort by all participating departments and agencies are required.

VII. AUTHORITIES AND REFERENCES.

A. Federal Insurance Administration (FIA), FIA-2, Questions and Answers on the Flood Insurance Program.

B. FIA-13, Flood Emergency and Residential Repair Handbook.

C. References:

1. A Guide for Emergency Highway Traffic Regulation, FHWA-SA-88-023, US Department of Transportation, Federal Highway Administration, Office of Traffic Operations.

2. Glossary of Terms and Abbreviations, Transportation Preparedness Planning, DOT P 1945.1C; US Department of Transportation, Research and Special Programs Administration, Office of Emergency Transportation, Washington, DC 20590.

3. Department of Transportation, Crisis Action Plan, Order 1900.7D; US Department of Transportation, Office of the Secretary of Transportation.

4. US Department of Transportation, Region VI, Plan for Civil Transportation in a Defense Emergency, DOT RETCO VI Order 1900 1C.

5. CPG 2-15 Transportation Planning Guidelines for the Evacuation of Large Populations.

ANNEX F HUMAN RESOURCES

I. PURPOSE.

This annex provides the city of Durant, with information on how to plan for emergency public assistance during a disaster situation. Public "Welfare Services" during times of disaster are designed to meet immediate needs of people during and after the disaster occurrence. Also this annex is concerned with providing shelter and care, from both public and private sources, to the local population and displaced persons in case of tornadoes, floods, winter storms, nuclear incidents, or other hazardous situations.

II. CONCEPT OF OPERATIONS.

General.

A. Primary responsibility for welfare services to disaster victims is assigned to the Bryan County Chapter of the American Red Cross (ARC). Welfare services will be provided through the coordinated efforts of the ARC, Department of Human Services (DHS) County Office, and other volunteer groups. This concept envisions emergency registration, congregate care, clothing distribution, and other assistance to be decentralized into the community requiring support insofar as possible or from adjacent communities if damage precludes operating in the disaster area.

B. Reliance cannot be placed entirely on any single means for individual protection or shelters. A balanced combination of several methods must be utilized in a comprehensive shelter program. Normally, shelter will be assigned or utilized as follows: Public Schools, Churches, Government Buildings, Colleges/ Universities, and Private Buildings. See local phone books for names, addresses and phone numbers for coordination purposes.

C. In the event it becomes necessary to occupy emergency shelters the primary mode of transportation will be walking, supplemented by private vehicle. Transportation from staging area(s) to designated shelters, if needed, will be provided by the Resource Coordinator.

D. The following criteria is recommended to be used when selecting buildings/shelters for public use.

1. For tornado shelter, use basements of concrete construction that have a minimum number of windows.
2. For flood/storm shelter, consider elevation, surrounding topography and structural integrity.
2. For chemical and biological shelter, consider the location of the hazard, the wind direction, the hazard duration, as well as the ability to "seal off" the structure from the outside hazard combined with the structure's internal ventilation system's capability to operate over long periods of time.

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HUMAN RESOURCES

III. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

Assignment of Responsibilities.

1. Policy Group.

- a. Development of a complete shelter program. This includes an in-place plan for sheltering local residents and emergency shelter plan for displaced persons in the event of natural disaster or technological accident.
- b. Shelter activities such as:
 - (1) Activating reception centers for registration, lodging, feeding and sheltering of the local population.
 - (2) Shelter surveys.
 - (3) Marking of shelters.
 - (4) Training of shelter managers.
 - (5) Providing shelter management kits and certain supplies.
 - (6) Providing public information and education.
 - (7) Activating and deactivating shelters as needed.
 - (8) Providing communications capabilities.

2. County ARC Executive.

- a. Identify buildings suitable for use as lodging/shelters and make arrangements for their use in emergency.
- b. Ensure all lodging/shelters have appropriate staffing to provide necessary services, including care of unaccompanied children, the aged, and others needing special care.
- c. Supply shelters with water, food, bedding, clothing, and other supplies as required.
- d. Refer person(s) in need of medical care to appropriate facilities; obtain transportation if required.
- e. Register all persons in shelters or Registration Centers.

ANNEX F HUMAN RESOURCES

- f. Coordinate activities with state and federal agencies as necessary, request assistance from the State of Oklahoma Department of Emergency Management Emergency Operations Center (EOC) when local resources are depleted.
- g. Maintain communications with other emergency service organizations and operating emergency management EOCs.
- h. Provide volunteers adequate training for emergency operations.
- i. Coordinate welfare service planning with Shelter Managers and EOC Shelter/Mass Care Officers.
- j. Assist in shelter management and control.
- k. Identify facilities to be used for mass feeding.
- l. Notify participating agencies of mass feeding locations, when operational.
- m. Establish procedures to receipt and account for supplies procured.
- n. Keep all emergency management EOCs informed of welfare service activities.
- o. See Annex A for Disaster Contact for Bryan County American Red Cross representative.

3. Shelter/Mass Care Coordinator.

- a. In coordination with the American Red Cross Executive (coordinator may be the ARC executive), the DHS County Director, and/or the Salvation Army Representative, is responsible for organizing, establishing, directing and monitoring the reception activities for processing the local population prior to and during a crisis.
- b. Organize and operate lodging and feeding facilities.
- c. Supervise operations of emergency shelters, when necessary.
- d. Assist American Red Cross in operating emergency shelters in the event of natural disasters or nuclear incidents requiring evacuation of homes.

ANNEX F HUMAN RESOURCES

- e. Coordinate requirements for volunteers, supplies, materials and financial assistance with Resource Coordinator, ARC and the DHS County Director.
 - f. Assist the ARC Chapter Executive in developing emergency welfare plans for his community.
 - g. Identify facilities for lodging/shelter and mass feeding within his community.
 - h. Coordinate emergency welfare activities with ongoing emergency operations and the EOC staff.
4. Superintendent(s) of Schools.

Ensure contracts or memorandums of agreement are prepared with county representatives for the use of buses for transport of evacuees as requested by the Transportation Officer. (See Annex A, Appendix 2 for names and phone numbers of superintendents in the city.)

5. County DHS Director.

- a. Assist in reception and registration of relocatees/displaced persons, within capabilities.
- b. Assist ARC in staffing and operation of temporary shelters/congregate care facilities in the event of natural disaster or other emergencies requiring evacuation.
- c. Provide individual assistance.
- d. Purchase clothing for disaster victims when authorized.
- e. Provide financial assistance when needed and authorized.

6. Salvation Army.

The Salvation Army is a key, independent agency in the county and should be utilized when mass care services are required. County representatives should make full use of their capabilities and experience.

- a. Support shelter operations.
- b. Collect and distribute in-kind donations.
- c. Provide direct aid to disaster victims through case management

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programs.

- d. Provide liaison to the county EOC.
- e. Organize and provide food services through fixed sites and mobile units.
- f. Support disaster communications via amateur radio.

7. Oklahoma Volunteer Disaster Response Organizations can respond with:

- a. Food.
- b. Clothing.
- c. Shelter.
- d. Equipment and goods.
- e. Communications.
- f. Cleanup and reconstruction assistance.
- g. Damage assessment assistance.
- h. Transportation.
- i. Notification.
- j. Counseling.
- k. Follow-up care after the emergency.
- l. Advocacy for victims. (To assure that existing services and help are available to all who need them and qualify.)

IV. DIRECTION AND CONTROL.

Emergency Shelters.

Local residents will be sheltered as directed by county officials.

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V. ADMINISTRATION AND LOGISTICS.

A. Shelter Management.

Shelters will be operated in accordance with the standard American Red Cross procedures.

B. Communications.

The primary communications link between shelters and the EOC will be by telephone. In the event telephones are inoperative or overloaded, law enforcement personnel assigned to each shelter will provide radio communication using portable radios. Where possible, amateur radio operators could provide additional radio support.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

The Emergency Management Director and Shelter Coordinator are responsible for maintaining and updating this Annex. They must closely coordinate changes with the American Red Cross Chapter Executive serving Bryan County and the Bryan County DHS Director.

IX. AUTHORITIES AND REFERENCES.

References.

FEMA, Guidance for Development of an Emer. Shelter Stocking Plan, CPG 1-19.

FEMA, Sheltering and Care Operations, CPG 2-8.

FEMA, Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis; State and Local Guide (SLG) 100. Section 6 is Illustrations of Shelter Upgrading Techniques. Section 13 is Actions to Increase Inventory of Public Shelter. Section 17 is Actions to Increase Operations Readiness of Public Shelter.

FEMA, Shelter Supplies, CPC 83-1.

FEMA, Architectural Design Techniques for Emergency Protection and Energy Conservation, TR 86.

FEMA, How to Manage Congregate Lodging Facilities and Emergency Shelters, SM-11.

FEMA, Shelter System Officer Course, SM-355.

FEMA, Shelter Management Handbook, FEMA-59.

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APPENDICES

Appendix 1 - Tornado/Severe Weather Shelters

Tab A – Durant Shelters

Appendix 3 – Okla. Volunteer Disaster Response Organizations Communication Chain (VOAD)

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APPENDIX 1
TORNADO/SEVERE WEATHER SHELTERS

GENERAL.

Since a function of the Emergency Management Director is to maintain a list of tornado shelters, evaluate new construction for suitability and answer questions from the public concerning tornado shelters, the following criteria are listed for tornado shelters:

- A. Only space located in fully or partially below-grade basements or subbasement must be concrete.
- B. Two types of potential tornado space are distinguished.
 - 1. Primary: The basement must be fully buried, and the floor over the basement must be concrete.
 - 2. Secondary: The basement may be either:
 - (a) Fully buried but with a wood floor over the basement, or
 - (b) Partially buried with a concrete floor over the basement but with no more than approximately 25% of the wall height exposed at any point other than at occasional stairwells, window wells, or area ways. No above ground wall may be of wood or metal stud construction.
 - (c) In secondary tornado shelter basements, areas not shielded from exterior windows by interior walls will not be considered as shelter space.
- C. The number of shelter spaces can be calculated from the useable floor area divided by six square feet per person.
- D. Citizens should be advised to plan for and prepare emergency shelters in or near the home. Local government facilities should not be relied upon for shelter because of liability issues and the difficulty of obtaining access after normal business hours. Many private shelters exist throughout the city.

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TAB A TO APPENDIX 1
TORNADO/SEVERE WEATHER SHELTERS
CITY OF DURANT

DURANT:

1. SOSU, Morrison Hall, SOSU Campus

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APPENDIX 2
OKLAHOMA VOLUNTEER DISASTER RESPONSE ORGANIZATIONS
COMMUNICATION CHAIN
VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTERS (VOAD)

CONTACT: Michelle Jaggers, OEM
P.O. Box 53365
Oklahoma City, OK 73152-3365

Phone: (405) 521-2481
FAX: (405) 521-4053
(24 hr): (800) 800-2481

MEMBER ORGANIZATIONS AND THEIR SERVICES:

Adventist Community Services Provides Emergency feeding, clothing, bedding, counseling, child care and manages center to handle Donated Goods.

American Radio Relay League Provides Emergency Communications.

American Red Cross Provides feeding stations, mass or individual shelter, first aid, supplementary medical care and comfort kits.

Baptist General Convention of OK Provides Mobile/Mass Feeding, Child Care and communications services to disaster victims.

Catholic Disaster Relief Provides monetary help to disaster victims.

Christian Church (Disciples of Christ) Provides monetary help to disaster victims.

Church of Jesus Christ of Latter Day Saints Provides volunteers to help disaster victims.

Church of the Brethren Provides cleanup and rebuilding services.

Episcopalian Church Provides monetary help to disaster victims.

OK Mennonite Disaster Services Provides cleanup and rebuilding services to disaster victims.

OK Conference of Churches Provides monetary help to disaster victims.

OK REACT Teams Provides communications, crowd and traffic control.

Presbyterian Church Provides Organization and Funding Services to disaster victims.

The Salvation Army Provides Spiritual Counseling, Registration, Medical Assistance, Temporary Shelter, Mobile and Mass feeding, Bedding and communications.

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United Methodist Church Provides Spiritual & Emotional Counseling and Cash Grants to disaster victims.

Victory Life Church Durant Provides Food Bank, Help with Shelter and Distribution of Necessities as well as Counseling and Emotion and Spiritual Support.

ANNEX H HEALTH AND MEDICAL

I. PURPOSE.

This annex establishes effective, workable procedures that will provide emergency health and medical services to the people of Durant during and after a natural or manmade disaster.

II. CONCEPT OF OPERATIONS.

General.

A. Emergency medical and public health service will be an extension of normal duties. The magnitude of health/medical care will be adjusted to the size and type of disaster ranging from response to an isolated outbreak/crisis to numerous outbreaks of diseases that potentially threaten the health of the entire citizenship of the County.

B. Primary concerns of medical and public health officials include monitoring and evaluation of disease outbreaks as well as containment and treatment. This may range from the identification, isolation, and treatment of a small number of specific individuals in the county to evaluation, inoculation and treatment of the entire citizenship of the County. This may also involve -assisting other agencies with maintaining a source of pure water; and coordination of waste-water disposal under disaster conditions.

C. In mass casualty situations, funeral home directors and mental health professionals can be extremely useful for counseling victims of a disaster as well as the personnel conducting the response and recovery operations.

D. The acute care medical system/officials will assume responsibility for “treatment of the ill” including transportation, hospital based evaluation, isolation, treatment, triage and, as appropriate, the development of a temporary morgue.

E. The public health system/officials will coordinate responsibility for “treatment of the well” including the capture of the local pharmaceutical assets, request and distribution of both the regional and national pharmaceutical stockpiles, inoculation of first responders and establishment of a distribution plan for treating the public in those instances where evaluation, inoculation and treatment of a large segment of the citizenship is required.

III. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Organization.

1. The Bryan County emergency health and medical organizational structure will remain as it currently exists. Each medical organization will operate as part of the county wide organization, rendering and receiving support and assistance in accordance with existing mutual aid agreements. The Bryan County Health & Medical Coordinator shall be the County Health Department Administrator unless another designee has been appointed by the Commissioner of Health will act to coordinate the actions of medical personnel/facilities with each other and with other sources of medical aid.

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2. Supporting Organizations.

a. County Health Department.

b. Area hospital

c. Medical clinics.

d. Medical, dental, veterinarian, nursing and medical technical personnel residing in the county.

e. Pharmacies.

f. Nursing homes.

g. Funeral homes.

h. Red Cross personnel and other volunteer resources.

i. State agencies as required.

j. Emergency Medical Service (EMS) providers, both ground and air systems.

k. Medical Emergency Response Center (MERC) in those counties served by a MERC.

l. Companies which own and service Portable Toilets.

B. Task Assignment and Responsibilities.

1. The local hospital system is responsible for treating the ill.

2. In instances where ongoing monitoring and surveillance reveal that a threat to the medical health of a large segment of the jurisdiction exists, the County Health Coordinator assumes responsibility for reporting that threat to county, state and federal officials and securing the necessary pharmaceutical resources for responding to that threat. This includes:

b. Capturing and securing the local pharmaceutical stockpile from local pharmacies throughout the county.

c. Requesting the delivery of regional and national pharmaceutical stockpiles.

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- d. Developing plans through the Emergency Operations Center to receive, apportion, and distribute regional and national assets and maintain them in a secure facility.
 - e. Providing manpower, pharmacological expertise and instructions for re-packaging regional and national assets in dispensable units consistent with need.
 - f. Developing plans in cooperation with the Emergency Operations Center for delivery of re-packaged medications to select sites in appropriate quantities.
2. In instances where treatment of a large segment of the citizenship appears warranted, the County Health Coordinator assumes responsibility for developing and implementing a plan to inoculate all first responders and their families. This includes:
- a. Obtaining from the Emergency Operations Center a list of first responders and arranging for them to receive mass medication, for the responder and the responder's immediate family prior to commencing mass medication of the general public.
 - b. Developing an identification system for first responders to control future access.
 - c. Providing needed medication and instruction for treatment of the first responders family
 - d. Developing a staffing plan for treating the public and, in cooperation with the Emergency Operations Center, issuing identification credentials and assigning first responders to their duty station upon receipt of treatment.
3. Medical and public health officials work collaboratively with the Emergency Management Director, Law Enforcement, Fire and Rescue, Red Cross, County Maintenance, and the Emergency Operations Center to:
- a. Establish central points of distribution (POD's) for deployment of medication to individuals in targeted locations in the containment area.
 - b. Solicit, recruit, and staff each of the distribution sites with the following personnel.
 - i. Physicians, Pharmacists,
 - ii. Nurses,
 - iii. Mental health professionals,
 - iv. Interpreters,

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- v. Fire & Rescue,
- vi. Law Enforcement/ Security,
- vii. Red Cross, and
- viii. Support personnel.

a. Arrange for delivery of appropriate pharmaceutical resources to each POD and insure appropriate security of those resources.

b. Arrange for transportation of identified or symptomatic individuals identified at each POD to the hospital triage unit via appropriate carrier (ground transport, air-evacuation)

c. Provide for rotation of staff on a 12-hour basis.

4. Public Health Officials also assume responsibility to identify and arrange for distribution of medications to medical personnel responsible for captive populations in the containment area including, but not limited to:

- a. All nursing home staff and clients.
- b. All clients and staff housed the Department of Corrections.
- c. All clients and staff housed in mental health treatment centers.

5. Public Health Officials also assume responsibility for identifying and treating captive populations that have no attendant medical personnel including:

- a. Individuals in residence in senior citizen housing projects.
- b. Individuals in residence at the (jail, college, treatment centers).
- c. Handicapped, aged and otherwise homebound individuals as identified by local agencies and organizations.
- d. Individuals in attendance at known special events that may be in progress such as sporting events, charities, reunions, auctions, etc.

6. Medical, hospital and public health officials then work collaboratively with the Emergency Management Director, Law Enforcement and the Emergency Operations Center to:

- a. Solicit, recruit and staff mobile treatment teams to distribute and supervise the dispensing of medication to captive populations without attendant medical personnel.
- b. Develop Mobile Treatment Teams (Strike Teams) to include appropriate

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personnel, both medical (pharmacists, nurses, physicians, etc.) and non-medical (security, transportation and support), if available.

7. Medical and public health officials work cooperatively with the Emergency Operations Center to develop a plan to inform and subsequently educate the public with regard to the threat, planned course of action and appropriate community response to the crisis via radio broadcasts, leaflets, Cable TV and informational pamphlets.

a. Developing agreements and cooperation between:

- (1) County medical society, nursing association and other professional groups.
- (2) All hospitals, clinics, and other medical related facilities.
- (3) Red Cross and other related organizations.

b. Planning and coordination of emergency medical services to generally include:

- (1) Monitoring and surveillance for disease outbreaks
- (2) Notification of the County Emergency Management Director in the event of a disease outbreak.
- (3) Securing needed pharmaceutical resources as well as the necessary medical manpower and facilities to respond adequately to the threat posed by a particular disease or health hazard.
- (4) Procuring needed medical resources until the threat has been abated.

c. Facilitate planning and coordination of emergency medical services in cooperation with the acute care medical system in the County to include:

- (1) Care of sick and injured.
- (2) Sorting and evacuation of mass casualties.
- (3) Patient transfer between facilities and their transportation.
- (4) Provision of medical, transportation, and other related support to handicapped and elderly persons during emergencies.
- (5) Request the assignment of additional medical professionals to

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shelters, as established by the Emergency Management Director or other entity responsible for the shelters.

Plan and supervise ancillary health services to include:

- (1) Inspection of food and water supplies.
- (2) Insect and rodent control and other health measures to reduce the threat of disease.
- (3) Mass medication programs, when required.
- (4) Environmental health services as needed.

IV. DIRECTION AND CONTROL.

The Bryan County Health Coordinator is responsible for the direction and control of all public health activities. Within each community, the Health and Medical Coordinator will coordinate all public health activities and assist those in the private sector.

V. CONTINUITY OF GOVERNMENT.

A. Lines of Succession.

The order of succession will be in accordance with local Standing Operating Procedures (SOPs).

B. Indispensable Operating Records.

Each involved agency will be responsible for determining and maintaining the records which are essential for post disaster assignment.

VI. ADMINISTRATION AND LOGISTICS.

A. Health Statistics.

1. Vital Statistics. The Health Department will continue to collect vital statistics as under normal operating procedures.

2. Disease Statistics. Data related to disease out-break will be collected and forwarded to appropriate state and federal officials.

B. Testing and Inspections.

All testing of materials or substances will be accomplished under normal

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procedures used by the County Health Department or the Department of Environmental Quality. Inspections will be conducted in normal fashion but with increased frequency.

VII. PLAN DEVELOPMENT AND MAINTENANCE.

The County Health Department will coordinate with the Emergency Management Directors, regional medical planning groups, local hospitals, medical personnel and other agencies specified in this annex for this plan's development and maintenance.

VIII. AUTHORITIES AND REFERENCES.

References.

1. FEMA SLG 100, Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.

2. FEMA, CPG 1-6, Disaster Operations - A Handbook for Local Governments.

IX. IMPLEMENTATION.

This annex will be implemented upon occurrence of a local disaster at which time a declaration of emergency may be made by county authorities.

APPENDICES

Appendix 1 - Hospitals/Long-Term Care Facilities/Nursing Homes

Appendix 2 - Sources of Health and Medical Assistance

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APPENDIX 1
HOSPITALS\LONG TERM CARE\NURSING HOMES

1. Hospital, General Medical-Surgical:
 - a. Hospital: AllianceHealth Durant
Address: 1800 West University, Durant, OK 74701
Phone: 924-3080
Capacity: 148 Beds
2. Long-Term Care Facilities\Nursing Homes
 - a. Home: Four Seasons Nursing Home
Address: 1212 Four Seasons Drive, Durant, OK
Phone: 924-5300
 - b. Home: Oak Ridge Manor Nursing Home
Address: 1100 Oak Ridge Drive, Durant, OK
Phone: 924-3244
 - c. Home: King's Daughters & Sons Nursing Home
Address: 1223 Baltimore, Durant, OK
Phone: 924-0496
 - d. Home: Calera Manor Nursing Home
Address: Hwy 69/75, Calera, OK
Phone: 434-5727
 - e. Home: Southern Point Living Center
Address: 101 Sherrard Drive, Colbert, OK
Phone: 296-4500

* Unless otherwise specified all telephone numbers are area code 580.

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APPENDIX 2
BRYAN COUNTY SOURCES OF HEALTH AND MEDICAL ASSISTANCE

I. Additional sources of assistance and support.

A. County Health Department - See Appendix 2 to Annex A.

B. Ambulance Service:

Category of Service provided is EMT Basic Life Support.

Bryan County EMS, 306 S. 22nd , Durant, OK
Phone: Emergency 911 Bus 580-924-4687
Medical Freq 155.340

OTHER AMBULANCE SERVICE

M.A.S.T. Helicopter, Fort Sill, OK
Phone: Emergency 442-4224 Bus 442-2815
Medical Freq 155.340

Mediflight 800-522-0212

Careflight: 817-332-5068

Eagle Med: 800-525-5220
800-764-3343

AirEvac: 800-247-3822

C. Laboratories:

AllianceHealth Durant, 1800 W. University,
Durant, OK Phone: 924-3080

DLO (East), 1706 Delivery Lane #200
Durant, OK, Phone: 800-891-2917

DLO (West), 1028 Criswell Blvd. #106
Durant, OK, Phone: 800-891-2917

D. End Stage Renal Disease Facilities:

DaVita - Durant, 411 Westside Drive,
Durant, OK Phone: 580-920-0808

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E. Home Health Agencies:

Red River Home Health, 317 W. Main,
Durant, OK, Phone: 920-2088

Health Back Home Health, 1028 Criswell Blvd, Suite 104
Durant, OK, Phone: 920-1285

Aspire Home Care, 1028 Criswell Blvd, Suite 108
Durant, OK, Phone: 931-6821 855-527-7473

Mays Home Health, 701 North Washington,
Durant, OK, Phone: 924-4010 888-798-6888

Oklahoma Healthcare Solutions, 1323 N. 16th Ave
Durant, OK, Phone: 931-3055

Victory Home Health, 2814 N. 1st Ave,
Durant, OK, Phone: 931-3707 888-815-7922

Encompass Health, 614 N. Washington, Suite A,
Durant, OK, Phone: 920-1470

Always Better Care Home Health, 1314 W. Evergreen St,
Durant, OK, Phone: 580-931-3900

F. Listings are in local telephone directories for:

Physicians	Physical Therapists
Dentists	Chiropractic Physicians
Optometrists	Veterinarians
Pharmacies	Funeral Directors/Homes
Counselors	

d. Ambulatory Surgical Centers in Bryan County:

AllianceHealth Durant, 1800 W. University Blvd 924-3080

ANNEX H HEALTH AND MEDICAL



MEMORANDUM OF AGREEMENT BETWEEN

Bryan County Health Department

And the

County of Bryan, Oklahoma

I. PURPOSE: EMERGENCY DISPENSING AND/OR ADMINISTRATION OF MEDICAL COUNTERMEASURES.

The Bryan County Health Department (hereafter referred to as Bryan County HD) and Bryan County (hereafter referred to as the Provider), hereby enter into this Memorandum of Agreement (hereafter referred to as MOA) for the purpose of effectively responding to acts of biological and chemical terrorism and other public health emergencies. The Centers for Disease Control and Prevention (hereafter referred to as CDC) has stockpiled sustainable repositories of lifesaving medical countermeasures (hereafter referred to as MCM) needed to respond to an act of Terrorism, Pandemic, Natural Disaster or Public Health Emergency in the Strategic National Stockpile Program(hereafter referred to as SNS) at CDC. The Bryan County HD has developed plans for the Receipt, Distribution, and Dispensing/Administering of MCM. Those plans are combined in what shall be referred to as the Bryan County Mass Immunization Prophylaxis Strategy (hereafter referred to as Bryan County MIPS) Annex. This Agreement will augment those plans, for rapid deployment of those MCM assets.

II. SCOPE OF SERVICES:

A. Responsibilities of Provider: Under the terms of this Agreement, the Provider, Bryan County agrees to:

1. Designate a 24 hour Point of Contact (hereafter referred to as POC) and Alternate Point of Contact (hereafter referred to as APOC) for the emergency utilization of MCM assets provide contact information to the Bryan County HD Local Emergency Response Coordinator (hereafter referred to as LERC) for the SNS Program, at the time of

ANNEX H HEALTH AND MEDICAL

agreement on this MOA and notify the Bryan County HD of any changes in POC/APOC personnel within 48 hours of the assignment of a new POC/APOC.

2. To request MCM assets according to the number of employees (or affected/essential population, i.e. first responders, employees) and identified household family members (if applicable).

3. To assume responsibility for providing necessary MCM to those individuals identified above by the Provider's trained staff, at a site chosen by the Provider and with no liability assumed by the Bryan County HD.

4. To utilize pharmaceuticals in accordance with the policies and procedures, as determined by the Oklahoma State Department of Health (hereafter referred to as OSDH) policies and procedures, and the Provider's own Push Partner Plan (on file with the Bryan County HD).

5. To dispense medications per established medical protocols/algorithms (provided by OSDH at time of the event) under the supervision of licensed medical personnel.

6. To provide any changes/updates of the Provider's Push Partner Plan to the Bryan County HD within 30 days of these changes/updates.

7. To provide training and education to all Provider's staff that will be utilized in MCM Dispensing Operations referenced in the Push Partner Plan.

8. To not charge individuals for medications or administration of medications that has been provided through this agreement.

9. To participate in Bryan County HD sponsored MCM training/education opportunities identified in the Push Partner Plan.

10. To maintain accurate records (inventory) of medications dispensed and then provide those to Bryan County HD in a timely manner after the event as directed by Incident Command.

11. To secure any unused medications until a time Bryan County HD can make arrangements for retrieval.

12. To compile and forward critical activities during the event for development of an after-action report with the Bryan County HD, identifying shortfalls and accomplishments of the operation.

ANNEX H HEALTH AND MEDICAL

13. Will take responsibility for all roles and responsibilities identified in the Oklahoma Push Partner Plan.

B. The Bryan County Health Department Agrees:

1. To provide MCM specific training/education opportunities to identified staff of the Provider.
2. To provide pre-event planning and technical assistance, including but not limited to supply lists, Point Of Dispensing (hereafter referred to as POD) layouts, fact sheets, dispensing algorithms, etc.
3. To, conditionally, ensure delivery/availability of the appropriate amount of medications in a reasonable, timely manner.
4. To provide coordination as outlined in the Bryan County HD MIPs Annex to the Provider to the best of their ability.
5. To provide the Provider with proper Physician Approved Protocols and handouts regarding Dispensing/Vaccination activities including but not limited to, dosing, follow-up procedures and releasable information regarding the public health emergency situation.
6. To provide the Provider with consultation and assistance as needed and available for the given public health emergency.
7. To make arrangements to collect any unused medications as well as copies of all medical documentation as directed by Incident Command.
8. To provide after-action consultation to the Provider.

C. It is Mutually Agreed That:

1. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).
2. This MOA will go into effect at the time the MOA is signed by all parties. The duties of each party will not be required to be fulfilled until requested by the Bryan County HD.
3. The Provider would be considered a Push Partner in that it would not dispense medications to the "general public" but to identified staff, family members, patients, contacts, and specific groups outlined in the Provider's Push Partner Plan and the Bryan County HD MIPs Annex.

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4. The Provider will follow the dispensing directives of the Bryan County HD during MCM Operations.

5. It is understood that the Provider's participation is completely voluntary and may not be available/utilized at the time of the event. If so, the Provider would not be considered a Push Partner and their staff and/or specific groups would be required to attend a Public/OPEN POD operated by Bryan County HD and not receive any preferential treatment.

II. Definitions

1. Bryan County Health Department - the State's public health agency and Emergency Support Function (ESF) # 8 lead agency at the local level.

2. Bryan County MIPS Annex - a plan developed by the Bryan County Health Department to Receive, Distribute, and Dispense/Administer the Strategic National Stockpile (SNS) assets, as managed by the Centers for Disease Control and Prevention (CDC). This plan is updated annually with the assistance from partners identified as having a role in the Bryan County MIPS Annex.

3. Point of Dispensing (POD) - a location where pharmaceuticals and other medications are distributed to end users; these facilities may range from small clinics to large operations with multiple staging and operation areas; these facilities may also support a range of methods of distributing drugs and medications to the patients.

4. Closed POD - a POD that is limited in scope, in that it would not dispense medications to the "general public" but to identified staff, family members, patients, contacts, and specific groups outlined in the Provider's Push Partner Plan and the Bryan County MIPS Annex.

5. Medical Countermeasure (MCM) - includes those drugs, biological products, and devices that are intended to prevent or lessen the onset or duration of disease.

6. Provider - the Business/Organization willing to become a Push Partner.

7. Strategic National Stockpile (SNS) - CDC's Strategic National Stockpile (SNS) has large quantities of medicine and medical supplies to protect the American public if there is a public health emergency (terrorist attack, flu outbreak, and natural disaster) severe enough to cause local supplies to run out. Once Federal and local authorities agree that the SNS is needed, medicines will be delivered to any state in the U.S. within 12 hours. Each state has plans to receive and distribute SNS medicine and medical supplies to

ANNEX H HEALTH AND MEDICAL

8. **Governing Law** - This MOA shall be construed and enforced in accordance with appropriate federal laws and the laws of the State of Oklahoma.

9. **Licenses** - The parties agree that during the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.

10. **Expenses** - Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

11. **Severability** - Should a court of competent jurisdiction rule any portion of this Agreement invalid, null, or void that fact shall not affect or invalidate any other portion or section of the Agreement and all remaining portions and sections will remain in full force and effect.

IV. Signatures

Bryan County Health Department



Juli Montgomery

Bryan County Health Department
Oklahoma State Department of Health

DATE: 5/1/2019

Bryan County Health Department
1524 Chuckwa Dr, Durant, OK 74701
580-924-4285
JuliM@health.ok.gov

Bryan County Government



Ron Boyer - Chairman
Bryan County Government
County Facilities

[POC] Ron Boyer
580-366-1020
rboyer@BryanCountyOK.us

DATE: 4-1-2019

Bryan County Courthouse Annex
323 W. Beech St, Durant, OK 74701
580-924-2201#
rboyer@bryancountyok.us

ANNEX H HEALTH AND MEDICAL

Coverage Numbers

1. Number of Employees Covered: ~130
2. Number of Family Members: ~200
3. Number of Clients/Beds: n/a
4. Number of Students: n/a

ANNEX I LAW ENFORCEMENT

I. PURPOSE.

This annex identifies law enforcement responsibilities, coordination requirements, and management procedures for the protection of life and property during emergencies to include crisis relocation operations.

All on-scene management of an incident will be in accordance with the **Incident Management System (ICS)**. The first responder on-scene will assume the Incident Commander's responsibilities, contain the incident and establish the Incident Command Post.

II. CONCEPT OF OPERATIONS.

General.

The Police Department will generally be able to provide adequate police control through existing mutual aid agreements. Emergency operations for law enforcement personnel are simply an expansion of their normal daily responsibilities. They include maintenance of law and order, traffic, and crowd control.

III. TASK ORGANIZATION AND RESPONSIBILITIES.

Task Assignments and Responsibilities.

1. Durant Police Department.

- a. Maintain law and order.
- b. Monitor communications for warnings.
- c. Initiate warning system in the city/town.
- d. Assist Sheriff by disseminating warnings to other communities.
- e. Provide mobile units for warning & evacuation.
- f. Provide security for key facilities to include; financial institutions, markets and one-stop facilities, pharmacies, hospitals (animal hospitals included), liquor stores and taverns, gun and hardware stores.
- g. Provide traffic control during shelter operations or other emergencies.
- h. Provide crowd control as required.
- i. Provide police officers to larger shelters for law enforcement and communications.

ANNEX I LAW ENFORCEMENT

- j. Mark expedient emergency shelters.
- k. Provide warning to affected areas when localized flood conditions exists.
- l. Establish mutual aid agreements with cities and towns that are able to assist.
- m. Provide for the security, protection, and relocation of jail inmates.

IV. DIRECTION AND CONTROL.

The Durant Police is responsible for coordinating all law enforcement activities within the city. Mutual aid or other police support will function under the direction of their own director/chief while operating in the county. Law enforcement emergency operations will be directed from the EOC by the police chief or his/her representative. Routine operations will be in accordance with standard operating procedures. State and federal support may be called upon after all local police capability and mutual aid support has been exhausted.

V. ADMINISTRATION AND LOGISTICS.

A. Passes.

1. Experience has proven that there are instances where special passes are needed in a disaster area to control access to those with legitimate reasons for being in the area. Only under extraordinary circumstances will passes be required after a disaster. The decision to require passes will rest with the Policy Group and direction for use of passes will be given through the EOC. Police personnel will issue passes, or direct those seeking admittance to the Police Department to obtain them. Common sense and discretion must be used in issuing/not issuing passes as over enforcement can severely hamper relief efforts as much as under enforcement. Sample temporary passes and permanent passes are shown in Appendix 1.

2. The following vehicles and their occupants are exempt from pass requirements: marked utility company vehicles, military, city/state government vehicles, county vehicles, and relief agencies (Red Cross, Salvation Army, etc.) vehicles. Many emergency passes are already in existence (press cards and medical personnel identification) and they will be honored unless a reasonable question arises as to their authenticity. If such questions arise, the party should be directed to the Police Department for consideration of a temporary pass.

B. Communications.

Law Enforcement communications network information is contained in Annex B. The police will operate a base station in the EOC communication center during an

ANNEX I LAW ENFORCEMENT

emergency.

C. Resources.

A listing of available law enforcement resources is listed in Appendix 2.

D. Key Facilities.

A list of facilities which may require police protection or increased security, dependent upon the situation, should be maintained by the police Department.

VI. PLAN DEVELOPMENT AND MAINTENANCE.

The police department will continue the planning of all law enforcement operations related to emergency management within the city. A review and update of this Annex will be conducted annually by each law enforcement agency.

VII. AUTHORITY AND REFERENCES.

References.

FEMA, State and Local Guide 100 (SLG 100); Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.

Law and Order Training for Civil Defense Emergency,
Student Manual - Part A SM-2.

Law and Order Training for Emergency Management - Part A
Instructor Guide (IG) IG-2.

Law and Order Training for Civil Defense Emergencies - Part B IG-2.1.

APPENDICES

APPENDIX 1 - Temporary Pass

TAB A - Sample Disaster Area Passes

APPENDIX 2 - Law Enforcement Resources

ANNEX I
LAW ENFORCEMENT

APPENDIX 1
TEMPORARY PASS



Bryan County Emergency Management
Official Vehicle
Temporary Pass

Print Bearer's Name

Valid Until Date/Time

Issued on

Issuing Officer

The driver and occupants of this vehicle, upon presentation of authorized Emergency Management Identification Cards, are authorized to pass in connection with OFFICIAL EMERGENCY MANAGEMENT BUSINESS. This card is to be displayed "ONLY" while the vehicle and its occupants are on OFFICIAL Business in the disaster area(s).

CARD # _____ DATE _____

AGENCY _____

Emergency Management Director

ANNEX I
LAW ENFORCEMENT
TAB A TO APPENDIX 1
SAMPLE DISASTER AREA PASSES

1. WORK PASS

<u>WORK PASS</u> Authorized by DURANT DISASTER UNIT Date _____ Name _____ Address _____ Signed _____
--

2. VISITOR PASS

<u>VISITOR PASS</u> Authorized by DURANT DISASTER UNIT Date _____ Name _____ Address _____ Signed _____

3. RESIDENT PASS

<u>RESIDENT PASS</u> Authorized by DURANT DISASTER UNIT Date _____ Name _____ Address _____ Signed _____
--

ANNEX I
LAW ENFORCEMENT

APPENDIX 2
LAW ENFORCEMENT RESOURCES
CITY OF DURANT

CITY OR SERVICE		DURANT Chief David Houser Deputy Chief Joe Clark	S.O.S.U. Chief Durward Cook
Telephone Numbers (and alternate)		911 924-3737 924-8589 Dir Disp 924-3748 Records (F)924-8928 Disp (F)924-8573 Admin	745-2727 Cell# 920-3733
# Vehicles w/radio		47 (Gas)	3
Portable Generators		None	None
Mobile Crime Lab		None	None
Total Officers		35	7
Dispatchers		7 Total (2 P.T)	None
EMTs		None	None
Bomb Disposal		None	None
Scuba Trained		1 (Navid)	None
Deps/Res/Aux		10	2
Hand-Held Radios		63	9 (Cache of extras also)
Bull Horns		0	1
# Aircraft		None	None
Communications Van		None	None
K-9 Units		1	None
OLETS Teletype (Yes/No)		Yes	Yes

NOTE:3 Oklahoma Dept. of Wildlife, Law Enforcement Game Warden with vehicle and two-way radio system is located in Durant, Ok.
Central office Ph. OKC, Ok. (405)521-3719. OHP Troop E Headquarters- Durant, OK 924-2601 (F)916-4813 Troop Commander: Scott Hampto

ANNEX J PUBLIC WORKS

I. PURPOSE.

This Annex establishes procedures and priorities for the use of the public works department in response to an emergency or disaster in Durant.

All on-scene management of an incident will be in accordance with the **Incident Management System (ICS)**. The first responder on-scene will assume the Incident Commander's responsibilities, contain the incident and establish the Incident Command Post.

II. CONCEPT OF OPERATIONS.

General.

Public Works Department responsibilities during periods of emergency require them to take necessary actions to prevent damage to public services, facilities and streets, and to restore them to normal operations, if damaged. Public Works must also support Emergency Service Departments with actions to control damage and prevent loss of life. Priority of work for the Public Works during an emergency is the maintenance, or restoration, of water systems, sewage systems, and main transportation routes in that order.

III. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

Most of the departments within the county governments have emergency functions related to their normal duties. The public works departments will establish workable procedures for the maintenance, direction of repair and the restoration of vital functions within the community, including use of personnel and equipment to work on priority tasks. A current inventory of available resources is critical to this planning and prioritization of work. Coordination should also be made with other communities for use of equipment to aid in disaster response.

The Policy Group will approve and coordinate tasks not considered to be within the scope of normal department operations.

Mutual aid agreements should be arranged with neighboring communities and neighboring counties.

CALL OKIE - 1-800-522-6543 system should be used and disseminated to the public for use two working days prior to any digging.

B. Task Organization.

Public Works Departments are responsible for the following:

1. Repair of roads, bridges and access to shelters.

ANNEX J
PUBLIC WORKS

2. Emergency sign preparation and assistance to law enforcement for posting signs and erecting barricades.
3. Clearing debris, trees, etc. from roads.
4. Maintain equipment for emergency use.
5. Snow removal and assistance to stranded motorists.
6. Provide earthmoving equipment for emergency use.
7. Other duties as assigned by the EOC.

ANNEX K FIRE AND RESCUE

I. PURPOSE.

This annex establishes a sound and effective fire and rescue plan to be used in emergency or disaster situations. The goal of this plan is to ensure a rapid, coordinated response to any emergency to save lives, reduce personal injuries and damage to property. An additional goal is to ensure prompt location and rescue of trapped people in the disaster area and to recover the deceased.

All on-scene management of an incident will be in accordance with the **Incident Management System (ICS)**. The first responder on-scene will assume the Incident Commander's responsibilities, contain the incident and establish the Incident Command Post.

II. CONCEPT OF OPERATIONS.

General.

The responsibilities of a Fire Department in disaster situations are basically the same as those they perform daily. Their primary responsibility is to save life followed by fire suppression. In addition, selected fire personnel may be trained in specialized skills such as Emergency Medical Technicians, advanced first aid, and extraction procedures. (See the Appendix to this Annex, for the resources of the Fire Departments within the county and those other fire services that provide mutual aid.)

III. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Fire Department.

1. Fire suppression.
2. Operate warning system.
3. Respond to hazardous material accidents/incidents.
4. Assist in radiological protection measures.
5. Enforce fire code and fire prevention program.
6. Conduct search and rescue operations.

B. Mutual Aid Fire Department.

Provide fire units to assist in firefighting and rescue operations when called upon in accordance with existing agreements.

IV. CONTINUITY OF GOVERNMENT.

A. The line of succession for fire department will be according to its established procedures.

ANNEX K FIRE AND RESCUE

B. The Fire Chief will maintain control of his units.

V. ADMINISTRATION AND LOGISTICS.

A. Communications.

Fire communications networks are shown in Annex B.

B. Resources.

A list of available the fire departments resources is attached as an Appendix to this Annex.

VI. PLAN DEVELOPMENT AND MAINTENANCE.

A. The Fire Chief will coordinate the planning of all fire services related to emergency management operations.

B. Responsibility for development and maintenance of this Annex rests with the Fire Chief and the EM Director.

VII. AUTHORITIES AND REFERENCES.

FEMA-127, Attack Environment Manual, Chapter 3; What the Planner Needs to Know About Fire Ignition and Spread.

FEMA, Student Manual (SM) 9.2A Support Assistance for Fire Emergencies.

FEMA, SM 9, Rescue Skills and Techniques.

FEMA, CPG 1-6 Disaster Operations - A Handbook for Local Governments.

APPENDIX

APPENDIX 1 - Fire/Rescue Resources

ANNEX K
FIRE AND RESCUE

APPENDIX 1
FIRE/RESCUE RESOURCES

DURANT FIRE DEPT.		Chief: Jeff Langford Cell# 916-2469	Asst. Dustin Rudolf Cell# 916-0928
Phone #	924-2358 (F)924-9285	Ambulances	None
Email	jlangford@durant.org	Trained EMTs	27
Fire Stations	3	First Responders	36
Base Stations	3	Sedans	None
Mobile Radios	26	Utility Trucks	1 (Diesel)
Pagers	32	Pick-up Trucks	None
Hand-Held Radios	52	SCBAs/Spare Bottles	22/44
Paid Manpower	36	Generators	11 (7 on Trucks) 4 station generators
Volunteers	None	Light Systems	4 (On Trucks) 2 (TRT)
Pump Engines	Total of 3	Wreckers	None
a. 500 GPM	None	Gasoline Trucks	None
b. 750 GPM	None	Boats	2
c. 1000 GPM	None	Mutual Aid with: All Volunteer Fire Departments	
d. 1250 GPM	1 (Diesel)	a. Calera (Primary)	b. Sherman, TX
e. 1500 GPM	2 (Diesel)	c. Denison, TX	d.
Ladder Trucks	None	e.	f.
Elev.Platforms	2 (Combined Unit)	g.	h.
Brush Pumpers	3 2 (Diesel) 1 (Gas)	i.	j.
Tanker Trucks	(1) 3,500 gal (Diesel)	k.	l.
Rescue Calls (Yes/No)	Yes	4 Jaws of Life, SCBA Fill Station, Confined Space Trailer, Structural collapse capability, Rope Rescue, Trench Collapse, Surface Water Rescue, Trash water Pump, Torch Set, Jackhammer, Chainsaws, Concrete Saw, Track Horse with hydraulic output for tools, Mobile Incident Command Post with TCB4 Com Center, Region 5 TRT Team. Swiftwater Rescue. The Durant Fire Dept has verbal mutual aid agreements with all 17 volunteer fire departments in our county	
Crash-Fire Rescue(Yes/No)	Yes		
Underwater Rescue(Yes/No)	No		
Rescue Squads (Yes/No)	Yes		

Note: ALL PHONE NUMBERS ARE IN THE 580 AREA CODE UNLESS OTHERWISE NOTED

ANNEX L
VETERINARY SERVICES/ANIMAL CARE

I. PURPOSE.

This annex establishes coordination procedures for local government agencies, volunteer organizations and veterinary medical personnel in providing care to animals affected by man-made or natural disasters. These procedures provide for emergency medical care, temporary confinement, shelter, food and water, identification and tracking for return to owner and ultimate disposal of dead and unclaimed animals as necessary.

II. CONCEPT OF OPERATIONS.

General

A. Emergency animal care will be provided by private and public professionals based on pre-event coordination and the instructions contained in this document. Additional animal medical care professionals are available and will be utilized according to the size and type of disaster.

B. Animal Control services will be an extension of normal Licensed Animal Control Officers duties. In the event that no such officers are present, responsibility will be local law enforcement personnel coordinating with local animal care professionals.

C. Private shelters, local humane associations and local animal related groups can be an excellent source for both manpower and material resources.

III. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Organization

1. The city's animal control function will remain as it currently exists. These agencies will function in their normal capacity and, as required, render and receive support and assistance in accordance with existing mutual aid agreements. Local animal care professionals will function in their normal capacity and render assistance in coordination with local animal control agencies. Private and volunteer groups will coordinate with local animal control agencies.

2. Supporting Organizations:

- a. Area veterinary clinics
- b. Area humane and volunteer groups
- c. Area boarding and grooming facilities
- d. Area animal products supply stores
- e. State agencies as required
- f. District veterinary representatives
- g. State veterinary, technician and animal control associations
- h. American Zoological Association (AZA)
- i. Wildlife control personnel

ANNEX L
VETERINARY SERVICES/ANIMAL CARE

j. Emergency Management

B. Task Assignment and responsibilities

1. Responsibilities of the Durant Neighborhood Services Department:

- a. Coordination between animal control and local animal care professionals.
- b. Coordination between animal control, local animal care professionals and State/Federal organizations.
- c. Coordinate city animal relief activities including but not limited to sheltering, evacuation procedures, long-term boarding, fostering and adoption.
- d. Responsible for coordination and collection of animal rescue and recovery data from local shelters, veterinary clinics and other sources.

2. Durant animal control will coordinate for animal rescue activities. They will coordinate with local animal care professionals. They will coordinate volunteer organizations to provide needed services. In the event there is no local animal control agency then local law enforcement personnel will coordinate with local animal care professionals to provide animal care.

3. The Oklahoma Veterinary Medical Association's district directors, or in their absences, alternate district director shall be responsible for coordination of emergency field veterinarians.

4. In the event of a foreign animal disease outbreak, the lead agency will be the Oklahoma Department of Agriculture, Food and Forestry (ODAFF) working in a unified command with USDA APHIS-VS and coordinate all necessary activities

IV. DIRECTION AND CONTROL.

Local animal control agencies are responsible for animal rescue activities. They are also responsible for coordination of local volunteer organizations. In the event that local animal control agencies are not established, these responsibilities will be local law enforcement agencies that will delegate this authority to local animal care professionals. Local animal care professionals are responsible for veterinary medical care for affected animals. The coordination of activities will be the responsibility of the Durant Neighborhood Services Department and the Veterinary Emergency Triad (VET). The VET shall consist of the Oklahoma State Veterinarian (or his/her designee), the USDA/APHIS/Vs Area Veterinarian in Charge (or his/her designee) and a designated representative of the Oklahoma Veterinary Medical Association (OVMA) or the State Department of Health in the event of a zoonotic disease.

ANNEX L
VETERINARY SERVICES/ANIMAL CARE

V. CONTINUITY OF GOVERNMENT.

The order of succession will be in accordance with local Standard Operating Procedures (SOP's)

VI. ADMINISTRATION AND LOGISTICS.

The Durant Neighborhood Services Department will serve with the local emergency management personnel for disaster exercise as well as actual disasters.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

The Durant Neighborhood Services Department shall conference with the VET and animal control at least once annually to review this annex and ensure that necessary updates and revisions are prepared and implemented.

APPENDIX

APPENDIX 1 – Foreign Animal Disease (FAD)

ANNEX L
VETERINARY SERVICES/ANIMAL CARE
APPENDIX 1
FOREIGN ANIMAL DISEASE (FAD)

I. PURPOSE.

The occurrence of a Foreign Animal Disease (FAD) whether an intentional criminal or terrorist act or natural occurrence in the City would represent a catastrophic event. Its far reaching effects would impact not only on the local economy but at the state and national level as well. The threat to the nation's food supply, export losses and eradication cost should not be underestimated. While prevention of a FAD outbreak will always remain the primary goal, contingency plans must be in place no matter what the event. The City's goal is to contain the possible outbreak of a FAD, thereby protecting lives and property until State and Federal agency can activate their plans.

It is the policy of the City to quickly respond to, investigate, coordinate with and take direction from the Oklahoma Department of Agriculture, Food and Forestry (ODAFF) to prevent the introduction of, or the spread of any Foreign Animal Disease (FAD).

This policy will apply to any reported FAD outbreak or highly contagious disease that may or may not become a Public Health concern; and any announced or unannounced chemical or biological attack on any sector of the agriculture community in the City.

The purpose of this FAD Appendix is to supplement the Emergency Management Plans of the City and its incorporated and unincorporated cities and towns in the event of a FAD outbreak. The plan was developed in conjunction with existing local plans and the Oklahoma Department of Agriculture, Food and Forestry (ODAFF) plan. Developing a partnership with the livestock industry, identifying all possible available resources and the development of a communication network between all parties will be critical to the successful implementation of the plan should it ever be needed.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan

III. CONCEPT OF OPERATIONS.

General

The objectives of the plan are to establish a Multi-Agency Coordinating Group (MACG) of highly educated and experienced members with knowledge of every facet of the livestock industry in the city. Members of the MACG will be representatives of the beef, dairy, poultry and hog industry, the feeder industry, the equine industry, local cooperatives, producer, sales, veterinarians as necessary, local government, law enforcement and emergency management. Further, the MACG will consist of representatives from the City Council, local first responders, public health, the county extension agent, communications and public works.

ANNEX L
VETERINARY SERVICES/ANIMAL CARE

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

The MACG members will have 4 primary responsibilities.

1. Be liaisons for their respective industry and promote education of their peers to the plan and its goals and objectives and the plan's testing component.
2. Respond to the Emergency Operations Center in the event of a FAD outbreak, rumored outbreak or an announced or unannounced bio-terrorism attack on the industry. Once there serve as experts in communication with Oklahoma Department of Agriculture Food and Forestry (ODAFF) and the Emergency Manager.
3. Communicate with peers, release approved, factual, up-to-date information and data to their respective industries and serve as support to the Emergency Manager in trouble shooting, consequence management and securing any resource that may be needed.
4. Work with other MACG members in consequence management.

The MACG will:

1. React and respond as needed to all events, real or rumored, by immediately opening the Emergency Operations Center and summoning all MACG members.
2. To the greatest extent possible: a) evaluate data from all facets of the industry, b) as the event as it progresses, analyze, and disseminate only factual information to protect the economic stability of the community and reduce the likelihood of civil unrest.
3. Determine if the event will pose a public health concern with direction from the County Health Department.
4. The MACG will support the onsite Incident Management Team as assigned by the Oklahoma AVIC (Area Veterinarian in Charge) and the State Veterinarian.
5. Through quarantine procedures implemented by the Durant Police, Oklahoma Highway Patrol (OHP) and the Oklahoma Bureau of Investigation (OSBI), prevent the accidental or intentional spread of the index source.
6. If the FAD is not contained, the event will be managed appropriately in terms of decontamination and will be the responsibility of the local Fire/Emergency Medical Services personnel with the required support and direction of the Oklahoma Department of Agriculture, United States Department of Agriculture, (USDA) Oklahoma Department of Health, and Environmental Protection Agency (EPA).
7. Investigate, with direction from the Federal Bureau of Investigation (FBI) and the Oklahoma State Bureau of Investigation (OSBI) in cases of suspected terrorist acts to ensure the collection and preservation of evidence for impending criminal cases.

ANNEX L
VETERINARY SERVICES/ANIMAL CARE

8. Test the plan on a continuing basis, with lessons learned serving as the basis for plan revisions. Plan testing will include participation in local, State, and Federal exercises as applicable. Education efforts based on the plan will be focused as follows.

- a. MACG members will be notified of related education opportunities.
- b. The FAD MACG sub-committee chairman will brief the Local Emergency Planning Committee (LEPC) on the progress of the team and any changes in the plan.
- c. Industry representatives will be invited to participate in presentations, seminars, or other related training activities.
- d. MACG presentations may be made to civic groups who make a request.
- e. The MACG members will maintain interaction with FAD subject matter experts at whatever level possible, maintain an active dialogue with animal health officials and academia to keep informed of the latest developments.

Responses typically will occur in the following Phases:

Phase One

After notification of a possible FAD by ODAFF, the police department will send necessary patrol unit(s) to the site and restrict all animal traffic into and out of the site.

At least one Cleaning and Decontamination (C & D) station will be at the site to disinfect all vehicles coming out of the site at a designated ingress/egress point.

The police chief will have command of the site.

The site will need at least one patrol unit and one C & D.

Actions:

1. Contain movement of animals to the suspicious premise.
2. Clean and disinfect all personnel and vehicles exiting the suspicious premise.

Phase Two

After notification from the Foreign Animal Disease Diagnostician (FADD) of a highly possible or highly probable infected animal, the police department will:

- 1) set up a containment area of one mile (or as determined by the FADD) around the site,
- 2) stop all animal traffic,

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- 3) reroute all other animal traffic around the site.
- 4) Provide adequate patrol units to secure the site.

At least one Cleaning and Decontamination unit will be set up at the designated ingress/egress location outside the one mile (or as determined by the FADD) containment area and all traffic out of the containment area will have to go to that site to be cleaned and decontaminated before leaving the site.

During Phase Two the police chief will have command of the site.

It is during Phase Two that the police chief will determine if the EOC will be activated.

Actions:

1. Contain all animal movement within 1 mile (or as determined by the FADD) of the suspicious premise.
2. All vehicles must exit through one cleaning and disinfectant point.
3. All vehicles entering must belong to the affected premise or residences within the containment zone, if not assigned to the incident.

(State Veterinarian from Oklahoma Department of Agriculture, Animal Industry Division may send support during this phase.)

Phase Three

After notification of positive conformation of a FAD at the site, the police chief will request the Oklahoma Highway Patrol (OHP) to lock down the county. No animal traffic will be allowed to come into or go out of the county. At the time of positive confirmation, USDA and the Oklahoma State Veterinarian will assume incident command. All animal carriers will be disinfected before they can leave the county.

Law enforcement will be responsible for stopping all animal traffic and ensuring that all animal carriers are disinfected. Cleaning and decontamination units will be strategically located to disinfect all animal carriers.

Phase Two will still be in effect at the site.

Actions:

1. Prevent animal traffic entering and or leaving guaranteed area.
2. Re-route animal traffic around the guaranteed area.
3. Minimize access within 1 mile (or as determined by APHIS/VS) of the quarantined area.
4. **PREVENT ANIMAL TRAFFIC FROM ENTERING OR LEAVING THE COUNTY UNTIL FURTHER NOTICE BY THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY (ODAFF).**

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VI. CONTINUITY OF GOVERNMENT.

The order of succession will be in accordance with local Standard Operating Procedures (SOP's)

VII. ADMINISTRATION AND LOGISTICS.

The FAD MACG will work closely with the Emergency Management Director for all administration and logistic needs.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

The FAD MACG will, at least once annually, review this annex and ensure that necessary updates and revisions are prepared and implemented.

ANNEX N

RESOURCE MANAGEMENT

I. PURPOSE.

This annex provides for the proper coordination of resources to respond effectively to an emergency. City resources will be the most available during a city emergency and should be used accordingly; however, as city resources become depleted, mutual aid resources and state resources may be requested.

Resource Management is an important part of the National Incident Management System (NIMS). Equipment typing and personnel credentialing are on-going components of the system. Resource managers should be aware of these efforts and adjust their resource lists as more information becomes available from the NIMS Integration Center (NIC).

II. CONCEPT OF OPERATIONS.

General.

It is the responsibility of local government to protect lives and property of local citizens. Among the actions to be taken toward this end are the following: commit all resources necessary to protect lives or property and restore the community to normal. When all local resources have been expended, request assistance through the Oklahoma Department of Emergency Management. The Emergency Manager should maintain a Resources Management Manual that contains lists of local resources that can be used during an emergency.

III. TASK ORGANIZATION AND RESPONSIBILITIES.

During any emergency, local government will coordinate essential resources to be used to restore essential services and aid disaster victims. The aim of this Resources Management Annex is to utilize available resources and trained personnel to carry out each required task effectively. One of the day-to-day functions of Emergency Management Director is to ensure that planning, identification and training of all resources is accomplished prior to any emergency. Among the many resources needed during an emergency are the following:

A. Heavy Equipment.

1. Machinery for clearing debris.
2. Bulldozers.
3. Backhoes.
4. Draglines.
5. Cranes.

B. Specialized Equipment.

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1. Chain saws.
2. Firefighting equipment.
3. Water pumps.
4. Rescue equipment.
5. Generators.
6. Portable Toilets.

C. Temporary Shelters.

1. American Red Cross Shelters.
2. Hotels and motels.
3. Public facilities.
 - a. Schools, colleges and universities.
 - b. Parks and recreation buildings.
 - c. Other government buildings.
4. Private facilities.
 - a. Churches.
 - b. Clubs and resorts.
 - c. Office buildings.
 - d. Stores.

IV. DIRECTION AND CONTROL.

The Resource Coordinator, under the direction of the Emergency Management Director, will be responsible for the acquisition, distribution, management, and coordination of resources and supplies. The Resources Management Manual(s) will be used to identify and list available sources from which needed resources can be obtained during emergencies. The Resource Coordinator will develop and maintain the Resources Management Manual for use during times of crisis. Routine checks of supplies and equipment availability will be made to ensure the manual is accurate.

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V. ADMINISTRATION AND LOGISTICS.

A. Communications.

The communication network required to obtain resources in times of emergency is a responsibility of the EOC Communications Officer and must remain functional during an emergency.

B. Resources.

A copy of the County Resources Management Manual(s) will be maintained in the EOC for ready reference.

C. Records.

The Resource Coordinator will keep records of any material, supplies, and equipment used from private sources during an emergency and forward them to the City Clerk for settlement following the emergency, if required.

VI. AUTHORITIES AND REFERENCES.

References.

FEMA, State and Local Guide 100 (SLG 100); Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.

State Emergency Operations Plan, State of Oklahoma.

County Resources Management Manual.

County Commissioners Inventory Reports.

APPENDICES

APPENDIX 1 - Map - Equipment Yard and Staging Area Locations

APPENDIX 2 - Potential Staging Areas

APPENDIX 3 - Listing of Portable Restroom/Toilet Resources

ANNEX N

RESOURCE MANAGEMENT

APPENDIX 1

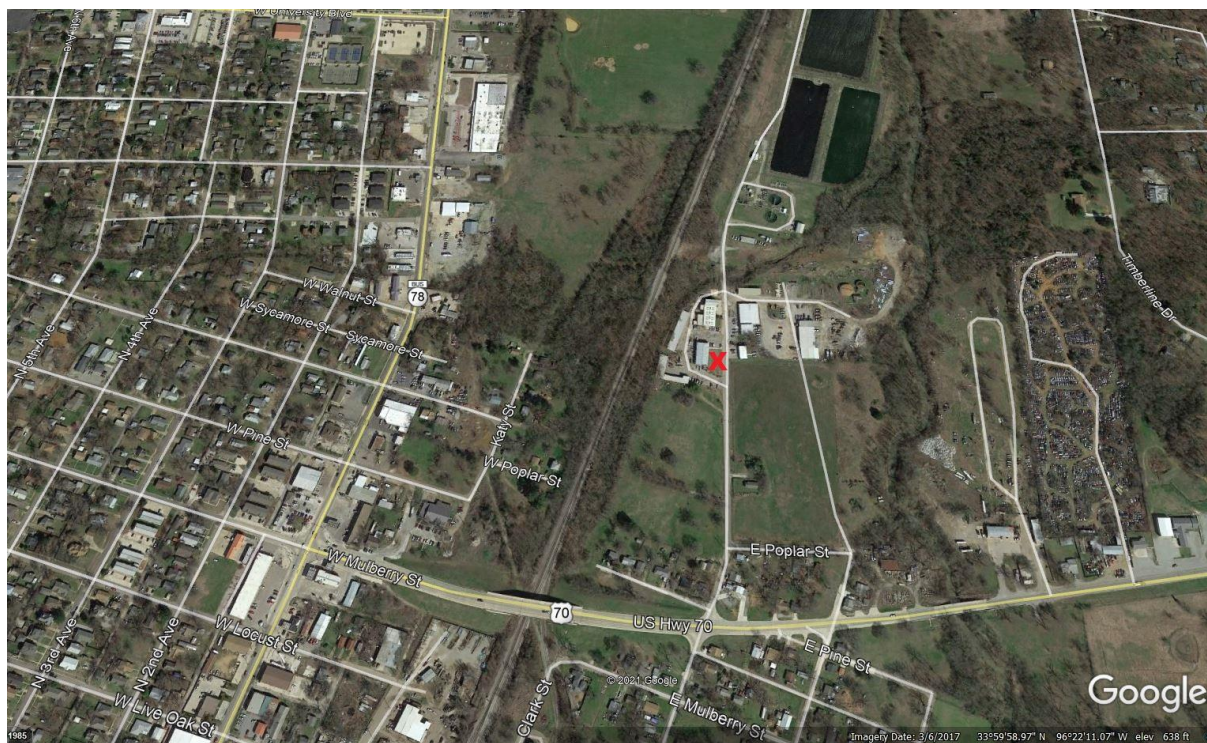
EQUIPMENT YARD AND STAGING AREA LOCATIONS

All phones are in Area Code 580:

Durant Public Works Office: 1201 NE 2nd Ave. 931-6657

Primary Staging Area....Community Center, Durant, OK
Secondary Staging Area. Durant Regional Emergency Operations Center Warehouse, 5542 Piper Dr., Durant, OK

Note: Equipment list on file at Public Works Office



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RESOURCE MANAGEMENT
APPENDIX 2
DURANT POTENTIAL STAGING AREAS

I. PURPOSE.

This Appendix provides the necessary information for locating Staging Areas (SAs) in Durant. The use of Staging Areas is an extension of the Incident Command System and provides for the orderly reception and dispatch of emergency resources. Use of staging areas enhances the response phase of the comprehensive emergency management system during disasters. They can be used when dealing with disasters that are within the capabilities of county and city governments as well as when receiving outside assistance from state and federal governments.

II. CONCEPT OF OPERATIONS.

A. General.

Both a primary and secondary staging areas is identified for Durant.

B. Characteristics.

Staging Areas should be large enough to provide for the following:

1. Accommodate parking for all wheel vehicles.
2. Two access roads; entrance and exit.
3. Marked landing zone for rotary wing aircraft.
4. An administrative area for the Staging Area Coordinator and his/her assistants to accomplish their tasks.
5. Have two types of communication available within the Staging Area.

III. STAGING AREA LOCATIONS.

A. Locations.

1. Primary Staging Area is the Bryan County Community Center.
The primary staging area is located on South 9th Street in Durant, or Business Highway 69 South.
2. Secondary Staging Area.

The secondary staging area is located at the Durant Regional Emergency Operations Center Warehouse (5542 Piper Dr.), south of Durant off Business

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Highway 69.

3. Durant Municipal Airport.

The Municipal Airport is located 4 miles south of the City of Durant. It is a small municipal airport and should take careful note of the following Airport data.

Latitude:	33* 56.54N	Longitude:	96* 23.67W
Elevation:	698 Ft (S)	Location Identification:	DUA
From City:	04S	Owner:	City of Durant 580-924-7222
Runway: 17/35-6800' Asphalt		Airport Contact:	John Wyatt, 580-920-0574 Cell:580-920-8781
Lights:	MIRL, REIL	Fuel:	100LL, Jet Fuel
Radio:	U122.8,359 DUA	Attended:	7 Days, 0900-1800

REMARKS:

Pilot controlled lighting. Runway Lights Dusk-Dawn.

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APPENDIX 3 (East)
LISTING OF PORTABLE RESTROOM/TOILET RESOURCES

<u>Name of Company</u>	<u>Address</u>	<u>Phone #</u>
A-1 Little John Portable Toilets	2750 FM 46, Denison, TX	800-786-1725
Hoffman Sanitation Services	Box 817, Durant, OK	580-924-1781
Nail's Chem-O-Let Portable Toilets,	424 E Kalamazoo Ave,	
	Muskogee, OK	918-687-3521
Porta-John of Tulsa,	7412 E Seminole St., Tulsa, OK	918-836-8657
Triple A Plumbing,	McAlester, OK	918-423-4113

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RESOURCE MANAGEMENT

APPENDIX 3 (West)
LISTING OF PORTABLE RESTROOM/TOILET RESOURCES

Name of Company	<u>Address</u>	<u>Phone #</u>
ARA Equip Rental & Sales, Portable Toilets	2318 W. Gore Blvd, Lawton	353-3258 or 355-1539
Big Bob's Lease A John, Crossland's Rent-All & Sales Co.	11516 SW Baseline Rd., Lawton 15 SW 29 th St., OKC	353-1900 405-632-3393
Air Fresh L.D.S. MBR Services Inc	107 Case Cir. #0643, Ardmore PO Box 2284, Ardmore, OK	226-9494 221-3970

ANNEX P DAMAGE ASSESSMENT

I. PURPOSE.

This annex provides guidelines for the assessment of damage resulting from disasters that may occur within the community.

II. CONCEPT OF OPERATIONS.

General.

Disaster intelligence is a tool for action and involves the complete cycle in which information about an event is collected, processed, evaluated, and disseminated to those who need it. This is a key process in caring for the short and long-term disaster needs of the people in the community. Damage assessment, which is an element of disaster intelligence, is an appraisal or determination of the actual effects on human, economic and natural resources resulting from an emergency or disaster. Delayed assessments may cause hardship as well as erode confidence in the ability of the community to react in time of emergency. Although a rapid preliminary assessment is desirable and should be reported to the State EOC as soon as possible, a more accurate assessment should be compiled as soon as weather and other local conditions permit. Trained observers should be used to assess actual damage.

III. TASK ORGANIZATIONS AND RESPONSIBILITIES.

A. General.

Disaster intelligence and damage assessment are two functions that must be properly conducted in order to properly respond to and recover from an emergency or disaster.

B. Task Assignment and Responsibility.

1. The Policy Group.

Responsible for directing and controlling emergency functions, both public and private, in disaster relief operations.

2. The Emergency Management Director responsibilities.

a. The Emergency Management Director should be located in the EOC and will be responsible to the Policy Group for overseeing all disaster intelligence and damage assessment activities.

b. Using information received from the Damage Assessment Officer, advise the Policy Group on resource shortfalls, and coordinate with volunteer groups, surrounding jurisdictions, and the State EOC to obtain additional resources needed by the community.

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c. Insure that all information and Structural Damage Assessment reports (Appendix 1, Tab A) are completed and summarized on the Structural Damage Assessment Summary Worksheet (Appendix 1, Tab B) which will be forwarded to the Oklahoma Department of Emergency Management (OEM) as soon as they become available.

d. Insure that coordination is made with OEM and the Federal Emergency Management Agency (FEMA) in scheduling and conducting joint preliminary damage assessments if the joint surveys are required. This coordination will be made through OEM.

3. The City Damage Assessment Officer.

a. It is recommended that the Damage Assessment Officer be located in the EOC and be responsible to the Emergency Management Director for the operation of damage assessment teams and for receiving and compiling all damage reports.

b. Activate the teams to assess damage to public and private property; assign teams to the areas which are to be surveyed; and, coordinate the surveys with other groups.

c. Compile all damage assessment team reports and reports from other sources, such as the American Red Cross. Provide this information to the Emergency Management Director, (See Appendix 1).

d. Assist the Emergency Management Director in establishing the recommended sequence of repairs and priorities for restoration of facilities by the appropriate service organizations.

4. Damage Assessment Teams.

a. The Damage Assessment teams, each of which should consist of a minimum of three individuals, a team leader/recorder, an observer and a driver, are responsible for particular portions (quarters) of the city or county.

b. Response activities when a disaster occurs are as follows:

(1) Damage Assessment Teams report to EOC for assignment instructions.

(2) Damage Assessment Teams record damage information, plot locations on maps, and take pictures if the situation permits. NOTE: Team members must not interfere with First Responder personnel.

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(3) Teams return the information they collect to the Damage Assessment Officer at the EOC and receive further instructions.

(4) The Damage Assessment Officer compiles all information received from the teams and provides same to the Emergency Management Director.

5. The American Red Cross (ARC).

a. The American Red Cross, by ARC Regulation 3029, is required to submit a preliminary damage assessment survey of homes to the operations headquarters of the jurisdiction involved in a disaster within 24 hours and submit a detailed damage assessment within 72 hours.

b. A copy of the Red Cross damage survey information is provided to the State EOC.

IV. ADMINISTRATION AND LOGISTICS.

A. Reports and Records.

1. Damage assessment report forms will be forwarded to OEM.

2. See Appendix 1 for Damage Report Forms.

3. Sufficient records will have to be maintained to document all costs to the community caused by the disaster.

B. Individual Relief Assistance

All individual disaster assistance provided by the government will be administered with policies set forth by the Oklahoma Department of Emergency Management and those Federal agencies providing such assistance.

C. Public Relief Assistance

All public relief disaster assistance provided by the government will be administered with policies set forth by OEM and those Federal agencies providing such assistance.

V. AUTHORITIES AND REFERENCE.

A. Oklahoma Department of Emergency Management Publication: Local Government Guide To Disaster Response Operations.

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B. Oklahoma Department of Emergency Management Publication: Documenting Disaster Damage for Public Assistance.

APPENDICES

Appendix 1 - Damage Assessment for Recovery Operations

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APPENDIX 1
DAMAGE ASSESSMENT FOR RECOVERY OPERATIONS

I. PURPOSE.

This appendix provides guidelines for conducting ongoing damage assessment and reporting operations following a disaster for the purpose of restoring the community to its pre-disaster condition and obtaining assistance from the State and/or Federal Government.

II. SITUATION AND ASSUMPTIONS.

A. Situation.

1. When a disaster/emergency occurs that is of such severity and magnitude that effective response is beyond the capabilities of the affected local government the jurisdiction can request assistance from the State and/or Federal government.

2. OEM is the point of contact at the State level of government for communities that need assistance during emergencies or disasters.

3. In order to determine if state and/or federal recovery assistance can be made available, it is imperative that the local community/jurisdiction provide accurate and timely damage assessment information to OEM on a continuing basis, following a disaster.

B. Assumptions.

1. Local communities will develop and train damage assessment teams.

2. Local communities will request State and Federal assistance through OEM, and provide copies of their damage assessment reports as a part of their requests.

3. OEM will provide an orderly and continuing means of assistance by the State government to local governments in carrying out their responsibility to alleviate the suffering and damage which results from major disasters and emergencies.

III. INDIVIDUAL ASSISTANCE RECOVERY OPERATIONS:

A. General.

1. The Structural Damage Assessment Form, OEM Form DA-1, will be used to record damage information collected by the Structural Damage Assessment Teams. These forms, the results of the survey, will be summarized by the Damage Assessment Officer on the Structural Damage Assessment Summary Worksheet (OEM Form DA-2) that should be provided to OEM as soon as possible.

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2. Following the initial structural damage survey that is completed shortly after the occurrence of a disaster, the damage assessment teams should conduct a Comprehensive Structural Damage Assessment Survey to get more detailed information of the type and severity of the damages as well as accurate insurance information again using OEM Form DA-1.

3. Copies of these updated assessment forms should be forwarded to the state office as soon as they are completed.

4. OEM will contact the local jurisdiction to schedule joint damage surveys if they are required.

5. Following the joint damage surveys and if a Presidential disaster declaration for individual assistance is declared, the State office will coordinate with the local jurisdiction to establish a disaster assistance center or recovery service center, and continue to work with the local government during the assistance process.

B. Information Required By The State.

1. A Declaration of a State of Emergency (See Annex A, Appendix 4, Tab E for example) signed by the Chief Elected Official(s). Note: Damage Assessment Reports are used to determine if damage is sufficient to warrant a declaration of emergency.

2. Copies of all Structural Damage Assessment Reports.

3. A map of the community, marked to show the most serious areas, then the major damaged areas, and areas which received minor damage.

4. Any requests for assistance should be documented in writing.

IV. PUBLIC ASSISTANCE RECOVERY OPERATIONS.

A. General.

1. The Infrastructure Damage Assessment Form (OEM Form DA-3), which is used for consolidating and reporting public sector damage (infrastructure) information (See Tab C) is the same form that will be used by the State in determining the need for setting up joint federal/state/local preliminary damage assessments.

2. Following the initial public property damage surveys, the damage assessment officer should continue to work with local department heads to get more detailed information of the type and severity of the damages that occurred to the public sector, as well as accurate insurance information.

3. As this updated information becomes available it should be forwarded to

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OEM either by FAX or by Phone. **Only the major damage and destruction needs to be reported to the State.**

4. The OEM will contact the local jurisdiction to schedule joint damage surveys if they are required for either public assistance or individual assistance.

5. Following the joint damage surveys, and if a Presidential disaster declaration for public assistance, (or a Gubernatorial declaration for public assistance) is declared, the State office will set up applicant briefings to begin the public assistance process.

B. Information Required By The State.

1. A Declaration of a State of Emergency (See Annex A, Appendix 4, Tab E for example) signed by the Chief Elected Official. Note: Damage Assessment Reports are used to determine if damage is sufficient to warrant a declaration of emergency.

2. A copy of the Notice of Interest Form, or a phone call that provides the same type of information.

3. Requests for specific assistance may be made telephonically, by radio, FAX or E-Mail.

V. BUSINESS AND INDUSTRY ECONOMIC INJURY.

A. General.

1. The Supporting Documentation for Business and Industry (OEM DA-4) will be used to record information collected relating to economic loss to business and industry.

2. While the comprehensive structural damage assessment survey is being completed, information should be collected on damage to business and industry. This information will form the basis for a request to the Small Business Administration for a disaster declaration.

3. Copies of the OEM Form DA-4 should be forwarded to the state office as soon as they are completed.

B. Information Required By The State.

1. A Declaration of a State of Emergency (See Annex A, Appendix 4, Tab E for example) signed by the Chief Elected Official. Note: Damage Assessment Reports are used to determine if damage is sufficient to warrant a declaration of emergency.

2. A copy of the Notice of Interest Form, or a phone call that provides the

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same type of information.

3. Requests for specific assistance may be made telephonically, by radio, FAX or E-Mail.

ANNEX Q HAZARDOUS MATERIALS

I. PURPOSE.

The purpose of this annex is to identify and reduce/remove the threat to public health and safety which may result from an accident involving hazardous materials. This annex covers both fixed-site and transportation accidents.

All on-scene management of an incident will be in accordance with the **Incident Management System (ICS)**. The first responder on-scene will assume the Incident Commander's responsibilities, contain the incident and establish the Incident Command Post.

II. CONCEPT OF OPERATIONS.

General.

A. Hazardous material accidents require early identification of the hazardous material to formulate a plan of action to handle the emergency. Response should be directed toward containing the hazardous material and/or evacuating those threatened by potential exposure to the material. After the threat has been stabilized by containment and evacuation, if necessary, the next step is to safely clean up the material.

B. The person receiving a report of a hazardous material release should obtain as much information as possible upon being notified of a spill/leak. The form in Appendix 1 serves as a guide to secure critical information which should, if possible, be passed to emergency response personnel prior to their arrival on the scene. Frequently, additional information pertaining to the nature of the hazard is needed. Appendix 2 contains a list of sources of information and potential responding agencies. Contacts should be established early to insure these organizations or agencies can provide timely information or data.

C. Responding units should treat all spills as hazardous until the material(s) can be identified as to their safety.

1. At transportation accident sites, hazardous materials may be identified by shipping papers, ID numbers, placards, labels on containers, or verbally by the truck driver or railroad conductor/engineer.

2. At fixed-site incidents, pre-fire plans, NFPA 704-Diamond container labels and/or information obtained from site employees may be used to identify hazardous materials contained within the site.

D. To the extent possible, operations should be:

1. Upwind
2. Uphill
3. Upstream

E. Emergency vehicles should be backed in and operators should be prepared to

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move them if conditions worsen.

III. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

A. Organization.

1. The individual designated as the community emergency coordinator (usually the emergency manager) must be notified immediately if a hazardous materials spill or release is large enough to require the activation of the Local Emergency Planning Committees' (LEPC) Emergency Operations Plan (EOP).

2. Appendix 3, this annex, depicts a typical layout for a HAZMAT operation. The size of the spill, characteristics of the material, and potential threat determine the structure of the emergency response effort. A small spill may require only an Operations Commander, but a larger spill additionally may require all or part of the following:

- a. Incident Commander.
- b. EOC activation.
- c. Staging area.
- d. Decontamination site.

3. In any case, an incident report should be submitted to the Oklahoma Department of Emergency Management.

B. Task assignment and responsibility.

1. Incident Command System (ICS).

a. Incident Commander.

The Incident Commander will initially be the senior first responder present at the scene. As (or/if) the incident progresses and more experienced and trained personnel arrive on site, command may be relinquished to a more experienced person. This will normally be the senior fire service officer, on-site, from the local municipal fire department, or if the incident/accident is outside corporate limits, from the closest municipal department. (THE EXCEPTION TO THIS WILL BE; WHEN THE ACCIDENT SITE IS OUTSIDE CORPORATE LIMITS ON A ROADWAY, RAILROAD, OR PUBLIC PROPERTY, THE INCIDENT COMMANDER WILL NORMALLY BE THE SENIOR OKLAHOMA HIGHWAY PATROL (OHP) OFFICER PRESENT.)

Incident Commander responsibilities are:

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HAZARDOUS MATERIALS

- (1) Implementing protective actions.
- (2) Location of incident command post.
- (3) Coordinate the actions of all responding agencies.
- (4) Maintain communications with operations command post, the Emergency Operations Center (EOC), if activated, and others as appropriate.
- (5) Notification of the Department of Environmental Quality and other appropriate agencies as soon as reasonably possible.

b. An Operations Chief and other members of the ICS team will be appointed by the Incident Commander as required, and will function in accordance with the established Incident Command System.

2. Oklahoma Department of Environmental Quality.
405-702-6174 or 1-800-522-0206

Provide technical assistance as required.

3. Oklahoma Department of Emergency Management.
405-521-2481 or 1-800-800-2481

a. Coordinate state support as requested by on-scene responders or local EM director.

b. Notifies appropriate state and federal agencies as required.

4. National Response Center. **1-800-424-8802**

a. Notifies all appropriate federal authorities.

b. Maintains contact with all federal agencies that can furnish information, direction, or assistance to on-scene responders.

5. CHEMTREC. **1-800-424-9300**

a. CHEMTREC is a public service of the Chemical Manufacturers Association and provides immediate advice for those at the scene of emergencies, then promptly contacts the shipper/generator of the hazardous materials involved for more detailed assistance and appropriate follow-up.

b. CHEMTREC operates 24 hours a day, seven days a week. Every

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effort should be made to keep a phone line open so that the shipper/generator can make contact with the on-scene leaders to provide guidance and assistance.

c. CHEMTREC provides advice for fixed site as well as transportation emergencies.

IV. DIRECTION AND CONTROL.

A. General.

Primary direction and control rests with the Incident Commander. Each response agency shall maintain control over their personnel and equipment and shall send a liaison to the command post as required.

B. Procedure.

See Appendix 3, this annex for a typical layout for hazardous materials operations.

V. ADMINISTRATION AND LOGISTICS.

A. Records and forms.

1. The Release Notification form for reporting hazardous materials spills/accidents is found in Appendix 1 to this annex.

2. Information on the Release Notification form is necessary for responders and may also be important during cleanup and reimbursement procedures.

B. Resources.

Agencies with HAZMAT response capabilities and task assignments are responsible for providing and maintaining equipment and supplies necessary for hazardous materials operations.

C. Training.

Local emergency response personnel will attend training as specified in 29 CFR 1910.120(q). The Emergency Management Director may coordinate training. However, each agency is responsible for certifying competency and maintaining training records for their own personnel.

D. Post-incident review.

The EM Director along with others on the LEPC, should conduct a review of plans and procedures within ten days of an incident. This review should be attended by

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those who were directly involved in the emergency for purposes of identifying plan deficiencies and recommending changes.

VI. PLAN DEVELOPMENT AND MAINTENANCE.

This annex will be reviewed at least annually. It will be the responsibility of the EM Director, in coordination with others on the LEPC, including fire chiefs, to update and maintain this plan.

VII. AUTHORITIES AND REFERENCES.

References.

1. CPG 1-6, "Disaster Operations - A Handbook for Local Governments."
2. NRT-1, "Hazardous Materials Emergency Planning Guide."
3. NRT-1A, "Criteria for Review of Hazardous Materials Emergency Plans."
4. RSPA "Emergency Response Guidebook."
5. PL99-499, TITLE III, Emergency Planning and Community Right-To Know Act of 1986 (EPCRA).
6. Oklahoma Environmental Quality Act.
7. Oklahoma Hazardous Materials Planning and Notification Act.
8. Oklahoma Emergency Response Act.

APPENDIXES

APPENDIX 1 - Hazardous Materials Release Notification

APPENDIX 2 - Federal/State Telephone List/Roster

APPENDIX 3 - HAZMAT Operations - Typical Layout

APPENDIX 4 - General Characteristics and Examples of Hazardous Materials

APPENDIX 5 - Transportation Routes of Hazardous Materials

APPENDIX 6 - Printout of Facilities Filing Tier I or Tier II Reports as Subject to and Reported to Planning Under EPCRA

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APPENDIX 1

HAZMAT RELEASE NOTIFICATION

Caller's Name: _____

Caller's Identification: _____
(e.g., Position in organization)

Caller's Telephone Number (Incl Area Code): _____
(Number where someone can be reached for additional information)

Name and Address of Responsible Party: _____
(Facility Owner/Operator
if Fixed Site) _____
(Truck, Rail, or Pipeline Operator
if Transportation Incident) _____

Material(s) Released: _____

Is Released Material on Extremely Hazardous List? Yes__ No__ Unk__

Location of Release: _____

Include Legal Description Below(If Appropriate & Known)

___ 1/4 ___ 1/4 ___ 1/4, Sec. ___ Twp. ___ Rng. ___ County _____

Quantity of Material(s) Released: _____

Released into: (Medium - Air, Water, Soil, etc.) _____

Release - Date _____ Time _____ Duration _____

Any known or anticipated health risks (acute or chronic) associated
with the release: _____

Any medical advice or treatment deemed necessary for any exposed
individuals: _____

Precautions that need to be taken: _____

Additional Information: Injuries__ Deaths__ LEPC Notified? _____

DEQ Notified? __, NRC (800)424-8802 Notified?__ Other Info _____

Person Receiving Rpt: _____ Date/Time _____ / _____

NOTE: Call Dept of Environmental Quality (405-702-6174 or 800-522-0206) if they have not
already been notified.

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APPENDIX 2 FEDERAL/STATE TELEPHONE LIST

Any of the numbers below can be called for information, guidance, or assistance.

State Assistance	Phone Number
1. Oklahoma Department of Emergency Management	405-521-2481* Toll Free: 1-800-800-2481*
2. State Department of Environmental Quality (DEQ)	405-702-6100
Hazardous Materials Release (Including Radioactive Materials and/or any Hazardous Wastes)	405-702-6174* Toll Free: 1-800-522-0206*
3. Oklahoma Highway Patrol HQ, OKC	405-424-1616*
4. State Department of Transportation	405-521-2554
Durant District Cell Numbers: Aaron Faldivar – Superintendent 580-513-7963 Ashley Hawkins, P.E. Division 2 Maintenance Engineer 580-271-2547 Dylan Helms 580-931-7072 Glen Romines 580-579-4061 Woody Heflin 580-775-5669 Charles (Hoss) Williams 580-775-5250 (Superintendent I) Julie Brown AT III 580-775-0224 Ricky Hensley 580-775-4033	
5. Oklahoma National Guard	405-228-5000
6. Oklahoma Poison Control Center	405-271-5454* Toll Free: 1-800-222-1222
7. Oklahoma Water Resources Board	405-530-8800
8. Oklahoma Corporation Commission	
Oil & Gas Division	405-521-2301
Pollution Abatement	405-521-2201
Transportation Division	405-521-2251
Railroad Safety	405-521-3407
9. State LP Gas Administration	405-521-2458
10. Oklahoma Department of Wildlife	405-521-4600

*** 24 hours a day**

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ANNEX Q
HAZARDOUS MATERIALS

APPENDIX 2

FEDERAL/STATE TELEPHONE LIST (CONT)

Any of the numbers below can be called for information, guidance, or assistance.

Federal Assistance		Phone Number
1.	National Response Center a. Center is staffed by Coast Guard personnel. b. Notifies all appropriate federal authorities. c. Maintains contact with all federal agencies that can furnish information, direction, or assistance to on-scene responders.	Toll Free: 1-800-424-8802*
2.	US Army Explosive Ordinance Disposal (EOD) Fort Sill, Oklahoma	580-442-2313*
3.	Federal Aviation Administration Operations Center Fort Worth, Texas	817-222-5006
4.	US Environmental Protection Agency	1-866-372-7745*
5.	US Department of Transportation (Enforcement) Federal Railroad Administration	(Night) 1-800-759-7243 page #805 7850 817-862-2200
6.	US Department of Energy Radiological Assistance Team Region #4 Emergency Operations Center Radiation Emer. Assistance Center/Trng. Site (REAC/TS) (FOR MEDICAL INFORMATION ON EFFECTS OF RADIATION EXPOSURE)	505-845-4667* 202-586-8100* 865-576-3131 865-576-1005*
7.	Nuclear Regulatory Commission Operations Center Region IV - Arlington, TX	301-816-5100* 817-860-8100*

Private Assistance

CHEMTREC (Operated by Chemical Manufacturers Assn.)	800-424-9300*
---	---------------

Provides immediate advice to emergency responders on fixed-site as well as transportation emergencies. CHEMTREC contacts shipper/ producer of the hazardous material(s) involved in the emergency for more detailed assistance and appropriate follow-up. CHEMTREC also maintains contact with the Chlorine Institute for access to the Chlorine Emergency Plan (CHLORREP) and with the Pesticide Safety Team Network (PSTN) operated by the National Agricultural Chemical Association.

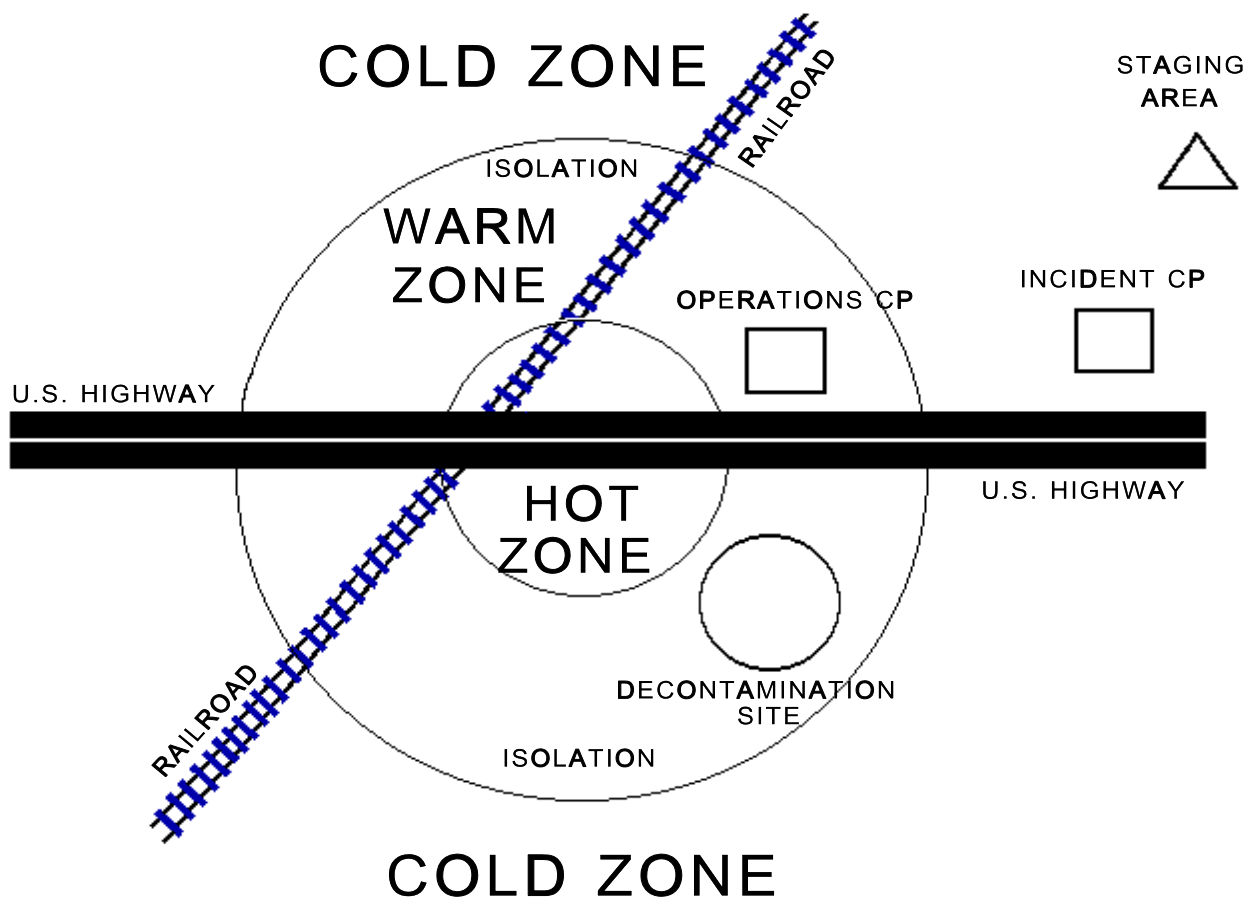
* 24 hours a day

Updated August 2021

ANNEX Q
HAZARDOUS MATERIALS

APPENDIX 3

HAZMAT OPERATIONS
(Typical Site Layout)



ANNEX Q HAZARDOUS MATERIALS

APPENDIX 4

General Characteristics and Examples of Hazardous Materials

HAZARDOUS MATERIAL: "any substance or material in any form or quantity which poses an unreasonable risk to safety and health and to property when transported in commerce."

U.S. Classes and Divisions Based on UN System	U.S. Classess Pre January 1991	Examples of Materials by U.S. Classes and Division	General Hazard Properties (Not All Inclusive)
Class 1			
Division 1.1 - Explosive with mass explosion hazard	Class A Explosive	Dynamite, TNT, Black Powder	Explosive; exposure to heat, shock, or contamination could result in thermal and
Division 1.2 - Explosive with projection hazard	Class A Explosive/ Class B Explosive	mechanical hazards	
Division 1.3 - Explosive with fire, minor blast or minor projection hazard	Class B Explosive	Propellant Explosives, Rocket Motors, Special Fireworks	
Division 1.4 - Explosive device with minor explosion hazard	Class C Explosive	Common Fireworks, Small Arms Ammunition	
Division 1.5 - Very insensitive explosives	Blasting Agent	Ammonium Nitrate-Fuel Oil Mixtures	
Division 1.6 - Extremely insensitive explosives			
Class 2			
Division 2.1 (Flammable Gas)	Flammable Gas	Propane, Butadiene (inhibited)	Under pressure; container may rupture violently (fire and non-fire); may be a flammable, poisonous, a corrosive, an asphyxiant and/or an oxidizer, may cause frost-bite
Division 2.2 (Nonflammable, Non-poisonous Gas)	Nonflammable Gas	Acetylene, Methyl Chloride Carbon Dioxide, Anhydrous Ammonia	
Division 2.3 (Poisonous Gas)	Poison A	Arsine, Phosgene, Chlorine Methyl Bromide	
Class 3			
Flammable Liquid	Flammable-Liquid	Acetone, Amyl Acetate, Gasoline Methyl Alcohol, Toluene	Flammable; container may rupture violently from heat/fire; may be corrosive toxic, and/or thermally unstable
Combustible Liquid	Combustible Liquid	Fuel Oils	
Class 4			
Division 4.1 (Flammable Solid)	Flammable Solid	Nitrocellulose, Magnesium Ribbon Phosphorus, Pyrophoric Liquids and Solids Calcium Carbide, Potassium, Sodium	Flammable, some spontaneously, may be water reactive, toxic, and/or corrosive; may be extremely difficult to extinguish.
Division 4.2 (Spontaneously Combustible material)	Flammable Solid and Liquid		
Division 4.3 (Dangerous When Wet Material)	Flammable Solid and Liquid		
Class 5			
Division 5.1 (Oxidizer)	Oxidizer	Ammonium Nitrate Fertilizer Dibenzoyl Peroxide, Peroxyacetic Acid, Diacetal Peroxide Solution	Supplies oxygen to support combustion; sensitive to heat shock, friction, and/or contamination.
Division 5.2 (Organic Peroxide)	Organic Peroxide		
Class 6			
Division 6.1 (Poisonous Material)	Poison B Irritant ORM-A	Aniline, Arsenic Tear Gas Carbon Tetrachloride Anthrax, Botulism, Rabies, Tetanus	Toxic by inhalation, ingestion, and skin and eye absorption; may be flammable.
Division 6.2 (Infectious Substance)	Etiologic Agent		
Class 7			
Radioactive Material	Radioactive Material	Cobalt, Uranium Hexafluoride	May cause burns and biologic effects energy and matter
Class 8			
Corrosive Material	Corrosive Material	Hydrochloric Acid, Sulfuric Acid, Sodium Hydroxide, Nitric Acid Hydrogen Fluoride Unslaked Lime, Metallic Mercury	Disintegration of contacted tissues; may be fuming, water reactive.
	ORM-B		
Class 9			
Miscellaneous Hazardous Material	ORM-C ORM-E	Dry Ice, Molten Sulfur Adipic Acid, PCBs	
ORM-D	ORM-D	Consumer commodities	

Changes to 49 CFR parts 171-179 found in *Federal Register*, Vol. 55, No. 246, Friday, December 21, 1990

ANNEX Q
HAZARDOUS MATERIALS

APPENDIX 5

TRANSPORTATION ROUTES OF HAZARDOUS MATERIALS

Maps on the locations of pipelines within the county and reports are filed with the Corporation Commission by the various corporations and companies. These are updated annually with the revision published by the Corporation Commission and distributed to all political subdivisions.

The official State of Oklahoma Road Map portrays federal and state highways, airports (public and private), and railroads which are all possible routes for the transport/delivery of hazardous materials. Maps of county roads are available at the county courthouse and the state Department of Transportation.

ANNEX Q
HAZARDOUS MATERIALS

APPENDIX 6

PRINTOUT OF FACILITIES FILING TIER I OR TIER II
REPORTS AND REPORTED AS SUBJECT TO PLANNING
UNDER EPCRA

The following list (see attached pages) contains names of facilities, addresses, city/town, emergency contact, phone number, 24 hour emergency phone number, and date of last report to the Department of Environmental Quality (DEQ) for facilities that store, use or handle Extremely Hazardous Materials and Hazardous Materials in reportable quantities in the county. Facilities having or using sufficient quantities of Extremely Hazardous Substances (EHS) to be required by EPCRA to participate in the LEPC planning process are indicated by ATrue@ in the EHS update column.

This list can be obtained from

**Tom Bergman, DEQ, Customer Service,
707 North Robinson,
Oklahoma City, OK 73102
(405) 702-1013.**

ANNEX R TERRORISM PREPAREDNESS

I. PURPOSE.

This annex provides basic guidance for dealing with the mitigation of, preparedness for, response to, and recovery from any act of terrorism within the State of Oklahoma and specifically within the city.

II. SITUATION AND ASSUMPTIONS.

A. Situation.

1. The city has many potential terrorist targets. An attack on any of these targets has the potential for disrupting the community, causing major damage, and creating mass casualty situations.

2. Potential acts of terrorism which could occur in or around the city include but are not limited to political or industrial kidnapping, destruction of power and water plants, injecting communication viruses, air contamination, dam failure, fixed Hazardous Material (HAZMAT) facility destruction, highway HAZMAT incident, rural or urban fires and radiological incidents.

B. Assumptions.

1. As long as individuals or groups are dissatisfied with the activities of governments or religious organizations, they may commit terrorist acts to gain attention for their cause(s). These acts will target the innocent and will most often have a devastating effect on the community.

2. It is possible to prevent terrorists from being successful by promoting public awareness, training key personnel, and minimizing the effects of terrorist acts by recognizing the potential; then, taking necessary actions to safeguard the community.

III. CONCEPT OF OPERATIONS.

A. General.

In order to protect the communities from acts of terrorism, the Emergency Manager, in conjunction with the Policy Group must conduct a vulnerability analysis of all facilities, public and private. After identifying possible targets and their relationship to the community's day to day activities; it will then be possible to take measures to protect them.

ANNEX R

TERRORISM PREPAREDNESS

B. Training.

1. Public awareness and training are key in the prevention of terrorism. Americans are creatures of habit and as such are easy targets for acts of terrorism. Anti-terrorism symposiums are necessary to alert the public that the threat is real. Minor adjustments to individual habits and lifestyles can play a major role in the prevention of terrorist acts.

2. Revision of departmental Standard Operating Procedures (SOPs) to incorporate anti-terrorism activities into mitigation, preparedness, response, and recovery operations.

3. Assist the private sector in preparing and conducting anti-terrorism training seminars for their employees, installations, and daily activities.

C. Exercises.

Policy group and private sector leaders, with the assistance of the emergency manager, should conduct exercises as often as is deemed necessary to insure the following:

1. Existing SOPs are valid and workable and weaknesses have been identified and corrected.

2. Everyone understands their role and can accomplish what is expected of them.

3. All necessary safeguards are in place and all supporting activities have been properly identified and coordinated.

4. Everyone understands there is a potential for terrorist activity and they are prepared to cope with it.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

Local Law Enforcement and Fire Service organizations have the lead responsibility for terrorism preparedness, response, and recovery activities. The Oklahoma State Bureau of Investigation (OSBI) is the primary state coordinating agency. Crime prevention and enforcement, and search and rescue operations are an extension of normal duties in terrorist situations.

B. Task Assignments and Responsibilities.

1. Emergency Management Director is responsible for:

ANNEX R TERRORISM PREPAREDNESS

- a. Conducting and coordinating the assessment of the terrorism threat within the city which includes identification of key assets (see attached list of facilities/assets and points of contact in Appendix 2).
- b. Developing overall anti-terrorism awareness and prevention program and coordinating program implementation with local Policy Group.
- c. Coordinating and developing anti-terrorism awareness training programs with all agencies and departments with identified responsibilities.
- d. Identify special considerations which apply to biological, chemical, radiological, and other areas that have unique activities.
- e. Initiating scheduling and contracting training symposium facilities and facilitator per instructions of the Policy Group.
- f. Coordinating with local school administrators to insure plans and procedures are in place to protect staff, faculty, students and visitors are prepared for and protected during natural and man-made emergencies and disasters (see attached school procedures in Appendix 3).

2. Local Police is responsible for:

- a. Coordinating and assisting the Emergency Management Director in conducting the overall terrorism threat assessment with the city and identify key assets from a crime prevention stand point.
- b. Making recommendations concerning access to facilities, security within site locations, and evacuation procedures.
- c. Assisting in the development of the security and crime prevention portions of the training program.
- d. Coordinating with other agencies/departments concerning response activities and responsibilities in the event of an attack.

3. Fire Department is responsible for:

- a. Coordinating and assisting the Emergency Management Director in conducting the threat assessment with the county and identify key assets from an arson/fire suppression prevention standpoint.
- b. Making recommendations concerning the evacuation plans, evacuation of facilities, safety and firefighting equipment positioning.

ANNEX R
TERRORISM PREPAREDNESS

c. Assisting in the development of the fire prevention, warning procedures, and search and rescue portions of the training program.

d. Coordinating with other agencies/departments concerning response activities and responsibilities in the event of an attack.

e. Assisting the Emergency Manager in the development and conduct of public and private sector safety and on site first aid training.

4. Public Works Department is responsible for:

a. Coordinating and assisting the Emergency Management Director in conducting the vulnerability assessment of key assets with the county.

b. Turning off electric and gas service if needed.

c. Debris clearance.

d. Providing engineering advice.

e. Maintaining roads and bridges.

f. Assisting with damage assessment of public property.

g. Assisting in radiological and biochemical decontamination operations.

5. County Health Department will:

a. Coordinate emergency hospital services with area hospitals and nursing facilities.

b. Provide victim identification and evacuation of the dead and injured.

c. Arrange for temporary mortuary services.

d. Investigate sanitation conditions and establishing safe standards for emergency shelter or disaster relief operations.

e. Inspect food and water supplies.

f. Coordinate medical support and epidemic control.

6. DHS County Office, when committed, is responsible for:

ANNEX R
TERRORISM PREPAREDNESS

- a. Providing provisions/funds for emergency aid.
 - b. Coordination with the Red Cross and other related agencies.
7. National Guard, when committed, is responsible for assisting in:
- a. Radiological protection.
 - b. Law enforcement and traffic control.
 - c. Search and rescue operations.
 - d. Providing military engineer support and assistance in debris clearance.
 - e. Providing logistical support with supply, transportation, maintenance, and food service support.
 - f. Providing communication support.
8. State and Federal Support is responsible for:
- a. Public welfare assistance.
 - b. Resources.
 - c. Law enforcement.
 - d. Health and medical.
 - e. Debris clearance.
 - f. Public information and education.
9. American Red Cross, when committed, is responsible for:
- a. Providing reception, care, food, lodging and welfare assistance throughout the city.
 - b. Coordinating all personnel relief activities for any type disaster.
 - c. Operating shelters for disaster relief.
 - d. Providing damage assessment of private property.
 - e. Providing First Aid Support and blood supply to disaster relief

ANNEX R
TERRORISM PREPAREDNESS

medical operations.

f. Providing counseling service.

10. Salvation Army is responsible for:

a. Supporting shelter/congregate care operations.

b. Providing field canteens.

c. Providing counseling service.

d. See Section IV, Basic Plan.

11. Ministerial Alliance/Church Volunteer Groups are responsible for:

a. Assisting with lodging, feeding and welfare operations in support of disaster relief or relocation.

b. Assisting with reconstruction efforts.

c. Providing volunteer manpower.

d. Providing counseling service.

12. Medical Service Providers are responsible for:

a. Emergency medical care for disaster victims.

b. Health care.

c. Crisis counseling.

V. DIRECTION AND CONTROL.

A. In the event of a terrorist attack, the Emergency Management Director will report to and activate the EOC, notify the Policy Group, and call in the Coordinating Group, and Operating Staff. The Emergency Management Director will notify the State EOC Duty Officer of the incident.

B. The police chief, or their representative, will report to the EOC. Law enforcement personnel will report to the incident location and immediately perform required law enforcement tasks in accordance with applicable standard operating procedures.

C. The Fire Chief, or their representative, will report to the EOC. The Fire Chief, or their representative, will establish an Incident Command Post and begin Search and Rescue, and

ANNEX R TERRORISM PREPAREDNESS

Fire Suppression operations.

D. The Public Works Director will report to the EOC and initiate action to have any gas lines or electrical power shut down as reported by the Incident Commander.

E. The County Health Director, or his representative will report to the EOC and alert medical care facilities.

VI. ADMINISTRATION AND LOGISTICS.

A. Emergency Authority.

See Section VII, Basic Plan

B. Passes.

In the event of a terrorist attack within the city, the pass system described in Annex I will be employed for operational, safety and security reasons.

C. Reports and Records.

Operational records and reports will be compiled as deemed necessary by the Policy Group and their safeguard shall be the responsibility of the Emergency Manager.

VII. PLAN DEVELOPMENT AND MAINTENANCE.

A. The contents of this annex must be known and understood by those people responsible for its implementation. The EM Director is responsible for briefing staff members and city officials concerning their role in emergency management and the contents of this annex.

B. The Policy Group will ensure an annual review of this annex is conducted by all officials involved in its execution. The EM Director will coordinate this review and distribute changes to the annex.

APPENDIX

APPENDIX 1 - Bomb Threat Checklist

APPENDIX 2 – Critical Facilities/Assets

APPENDIX 3 – School Emergency Standard Operating Instructions

ANNEX R
TERRORISM PREPAREDNESS

APPENDIX 1
BOMB THREAT CHECKLIST

1. Keep the caller on the phone as long as possible.
2. Write down the contents of the conversation.
3. Have another person call the Law Enforcement at 911 - _____.
4. Do not hang up the receiver of your phone.
5. Notify your supervisor or employer.
6. Time: _____ Date: _____
7. Caller's Exact Words:
8. Note any specific recognizable background sounds (Trains, announcement, etc)

QUESTIONS YOU SHOULD ASK:

- a. When is the bomb going to explode?
- b. What is the location of the bomb?
- c. What does the bomb look like?
- d. What kind of bomb is it?
- e. Why did you place the bomb?
- f. Where are you calling from?
- g. What is your phone number?

Describe the caller's voice: Check all that apply.

Loud ☐ Low Pitch ☐ Fast ☐ Soft ☐ High Pitch

Slow ☐ Deep ☐ Distinct ☐ Pleasant ☐ Distorted

Intoxicated ☐ Disguised ☐ Stuttered ☐ Nasal

Language Excellent ☐ Good ☐ Fair ☐ Tapped

ANNEX R
TERRORISM PREPAREDNESS

APPENDIX 2 – CRITICAL FACILITIES/ASSETS

May be Sensitive Information –

ANNEX R
TERRORISM PREPAREDNESS

APPENDIX 3 – SCHOOL EMERGENCY STANDARD OPERATING INSTRUCTIONS

ANNEX S
SAMPLE MUTUAL AID AGREEMENTS

"SAMPLE #1"

This Mutual Assistance Agreement is entered into as hereinafter set forth by and between the City/Town of _____, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "Party of the First Part") and the City/Town of _____, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "Party of the Second Part").

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

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

TERM

1. This Mutual Assistance Agreement entered into by and between the Party of the First Part and the Party of the Second Part shall be effective on the 1st day of _____, 20__, and continue until _rescinded.
2. On request to an authorized representative of the Party of the Second Part Fire Department (FD) by an authorized representative of the Party of the First FD, firefighting equipment and personnel of the Party of the Second Part FD will, if available, be dispatched to any location, as designated by the representatives of the Party of the First Part FD, within the area for which the Party of the First Part normally provides fire protection.
3. On request to an authorized representative of the Party of the First Part FD by an authorized representative of the Party of the Second FD, firefighting equipment and personnel of the Party of the First Part FD will, if available, be dispatched to any location, as designated by the representatives of the Party of the Second Part FD, within the area for which the Party of the Second Part normally provides fire protection.
4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - A. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.
 - B. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment was dispatched, and shall be subject to the orders of that official. In the event a request is made to respond to a location where the requesting FD is not present when the responding organization arrives at the scene, then the responding organization shall be in charge and shall take any necessary steps to handle the fire.
 - C. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer needed within the area for which

ANNEX S
SAMPLE MUTUAL AID AGREEMENTS

the requesting organization normally provides fire protection, as determined by the authorized representative of the requesting organization.

D. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of The performance of the Agreement.

E. All equipment used by the Party of the First Part FD and Party of the Second Part FD in carrying out this Agreement will, at the time of action hereunder, be owned by or under the jurisdiction of the Party of the First Part FD and the Party of the Second Part FD, respectively; and all personnel acting for the Party of the First Part and the Party of the Second Part under this Agreement will, at the time of such action, be an employee or volunteer member of their respective FD.

BILLING PROCEDURES

5. The Parties will not bill any fires/emergencies/disasters within the fire response area unless the fire, emergency or disaster exceeds the capabilities of the effected jurisdiction and state and/or federal aid or resources are received. If state and/or federal aid or resources are received by the effected jurisdiction, the responding FD may receive comparable reimbursement as if it were a component of the effected jurisdiction's FD.

TERMINATION

6. This Agreement may be terminated at any time by either party with or without cause upon tendering in writing, notice of such termination thirty (30) days prior to the effective date of such termination.

NO THIRD PARTY BENEFICIARIES

7. It is not the intent of the Mutual Assistance Agreement to create any rights in any third parties.

AUTHORIZED REPRESENTATIVES

8. The Chief of the Fire Department of each entity shall be an authorized representative of said Department and may designate such subordinates in his Department as he determines necessary to act as authorized representative in his absence. Each Chief shall provide his counterpart with a list of authorized representatives and phone numbers for contact purposes.

NOT ASSIGNABLE

9. This Agreement is not Assignable except upon the prior written consent of all parties hereto.

EXECUTE

10. This Agreement shall be executed in quadruplicate, each copy of which shall be as an original.

EFFECTIVE

11. The effective date of this Agreement shall be upon execution hereof by the last party thereto.

AMENDMENT

12. This Agreement may not be amended except by express written agreement of all parties hereto.

ANNEX S
SAMPLE MUTUAL AID AGREEMENTS

CAPTIONS

13. The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.

INTERPRETATION

14. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in the Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

PRESERVATION OF DEFENSES AND RIGHTS

15. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. ' 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

WHOLE AGREEMENT

16. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

RENEWAL

17. This agreement is in effect until rescinded by county or city resolution.

APPROVED this __ day of _____, 20__, by the City/Town of_____.

THE CITY/TOWN OF
MAYOR

ATTEST: (seal)
_____ CITY CLERK

APPROVED this __ day of _____, 20__, by the City/Town of_____.

THE CITY/TOWN OF
MAYOR

ATTEST: (seal)
_____ CITY CLERK

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

CITY/TOWN ATTORNEY FOR THE CITY/TOWN OF

ANNEX S
SAMPLE MUTUAL AID AGREEMENTS

"SAMPLE #2"

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the cities, towns, counties, other government entity of the State of Oklahoma, as set forth in EXHIBIT A.

WITNESSETH:

I. DURATION

This agreement shall be in full force and effect and binding upon the parties hereto upon the execution of this agreement and shall continue in full force and effect for a period of two (2) years. At the end of the two (2) year period this agreement shall continue in force on a year to year basis, for an indefinite term, until terminated by the parties. Any party desiring to terminate or modify this agreement shall notify each party of this intent in writing ninety (90) days before the date upon which the party intends to withdraw or request changes in this agreement.

II. PURPOSE

The parties hereto, by their respective governing bodies, hereby find and declare;

(1) WHEREAS, the cities/counties/town/other government agency, parties, to this agreement, desire to provide aid and assistance to same cities/counties/towns/other government agencies in times of disaster or casualty to their governmental systems; and

(2) WHEREAS, the parties, hereto, individually and collectively are in danger of and susceptible to disasters, including but not limited to fire, flood, tornadoes, and other acts of God; and

(3) WHEREAS, it would be for the mutual benefit and advantage of all concerned to counter disaster, casualty or other calamities through greater cooperation, pooling of resources, and the exchange of expertise and manpower.

(4) WHEREAS, each Fire Department, government entity/agency shall provide mutual aid assistance to the requesting agency except when;

in the opinion of the Fire Chief or Ranking Officer, it is impossible to do so on account of other possible fires or situations with in its own City or area, broken apparatus, manpower conditions, dangerous highways or other limiting conditions.

(5) WHEREAS, it is understood and agreed by all parties of this agreement that the agency requesting assistance will be the agency in command of the situation and that the ranking officer from the agency providing mutual aid assistance will remain in charge over that agency's manpower and equipment.

III. LIABILITY

It is agreed that each party of this agreement will provide and/or continue in full force its own workmen's compensation coverage and retirement benefits of that agency (if provided by the agency) while their employees are providing mutual aid assistance.

It is further agreed that nothing in this agreement shall be construed to impose civil liability on the requesting agency, who acts in good faith and without malice, for or on account of injury and/or damages resulting to men or equipment of the assisting agency.

ANNEX S
SAMPLE MUTUAL AID AGREEMENTS

It is understood and agreed that the assisting agency or any of that agency's employees providing mutual aid assistance while acting in good faith and without malice, shall not render themselves liable and are hereby relieved of all liability for or on account of injury and or damages resulting to men or equipment of the requesting agency.

EXHIBIT A

1. CITY OR TOWN OF: _____ 2. CITY OR TOWN OF: _____

MAYOR: _____

MAYOR: _____

FIRE CHIEF: _____

FIRE CHIEF: _____

ATTEST: _____

ATTEST: _____

CITY CLERK

CITY CLERK

DATE

DATE

3. CITY OR TOWN OF: _____

4. CITY OR TOWN OF: _____

MAYOR: _____

MAYOR: _____

FIRE CHIEF: _____

FIRE CHIEF: _____

ATTEST: _____

ATTEST: _____

CITY CLERK

CITY CLERK

DATE

DATE

5. CITY OR TOWN OF: _____

6. CITY OR TOWN OF: _____

MAYOR: _____

MAYOR: _____

FIRE CHIEF: _____

FIRE CHIEF: _____

ATTEST: _____

ATTEST: _____

CITY CLERK

CITY CLERK

DATE

DATE

ANNEX T
AIRPORT EMERGENCY PLAN

DURANT REGIONAL AIRPORT – EAKER FIELD
EMERGENCY PLAN

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ANNEX T

AIRPORT EMERGENCY PLAN

Basic Plan

Purpose

The purpose of this plan is to ensure the safe and efficient handling of any emergency situation that may arise at Durant Regional Airport - Eaker Field. It is intended to assist the Airport Manager, airport staff, and emergency organizations with carrying out their responsibilities efficiently in case of an airport emergency.

Introduction

We recognize that all emergency situations cannot be anticipated. If an emergency situation arises that is not covered in this plan, the Airport Manager has the authority to direct such actions as he or she may deem necessary.

This plan was approved and adopted on September 4, 2012.

Airport Emergency Plan Coordinator

The coordinator of this plan will be the Airport Manager or his or her designated representative, who will be responsible for the administration and review processes of this plan and who will ensure full implementation of these procedures during any emergency or disaster condition. Emergency response will vary depending on hazard-specific conditions as contained herein, and Incident Command will be established consistent with City of Durant emergency response procedures and National Incident Management System (NIMS) guidelines.

Basic Assumptions

In developing this plan, we considered the following:

- How best to work together as a team and use the resources of the city, county, and airport.
- How to manage communications at the airport during an emergency.
- How to hand off control as the availability of staff and the nature of the emergency changes.
- How to coordinate radio frequencies so that all emergency responders can communicate effectively with each other.
- Where to go during an emergency.
- How to inform tenants and other airport users about the emergency.
- How to restrict access and control bystanders during an emergency.

Organization and Assignment of Responsibility

The individuals and agencies that have a role in an emergency at the Durant Regional Airport are listed in Table 1. This list is not meant to be all-inclusive in terms of the agencies or individuals involved, as others may be needed.

For Table 1, describe what each person or agency is responsible for during airport emergency situations. Who do these people report to? What are their responsibilities? Also list specific emergencies or hazards that may be encountered and how each will be addressed, providing name and contact information for each person(s) responsible for the initial and secondary responses. Note the sections on Hazard Identification included in this template.

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Table 1. Airport Emergency Responsibilities

Position or Description	Responsibilities for Airport Emergency
Airport Manager	• Serve as Emergency Coordinator. * • Assume Incident Command responsibility for all response and recovery operations, as appropriate. • Establish, promulgate, coordinate, maintain, and implement the Airport Emergency Plan (AEP). • Contact 911 and provide appropriate alerts and notifications. • Coordinate the closing of the airport when necessary and initiate the dissemination of relevant safety-related information to aviation users (NOTAMs), close runway if necessary.
Air Carrier/Aircraft Operator	• Provide full details of aircraft-related information, as appropriate, to include number of persons, fuel, and dangerous goods on board. • Coordinate transportation, accommodations, and other arrangements for uninjured passengers. • Coordinate use of air carrier/aircraft personnel and other supplies and equipment for all types of emergencies occurring at the airport.
Durant City Manager	Provide access to city resources.
Durant Fire Chief Durant Fire Department	• Manage and direct firefighting and rescue operations. • Direct search and rescue or hazardous materials response. • Coordinate mutual aid resources through Incident Command System. • Assist with search and rescue or evacuations. • Assume Incident Command as appropriate.
Durant Police Chief Durant Police Department	• Manage and direct police operations. • Assist with traffic control and scene security. • Assist with search and rescue or evacuations. • Respond as needed for activities involving crowds or assemblies of people. • Respond to bomb threats or acts of terrorism. • Assume Incident Command as appropriate.
Kenneth Eppler Emergency Management Director	• Assist airport with obtaining all resources offered by the state or federal governments. • Assist the county in obtaining any state or federal government resources that may be needed as a result of an emergency situation.

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Brian Norton Nate Toews Bryan County EMS	• Provide emergency medical services to the airport during emergency conditions to include triage, stabilization, first aid, medical care, and transportation of the injured. • Coordinate planning, response, and recovery efforts with hospitals, fire and police departments, airport operator, etc. • Coordinate the hospital disaster plan with the airport and community Emergency Operations Plan (EOP).
Tenants and FBOs	• Coordinate the use of their available equipment and supplies. • Coordinate the use of their workers. The tenants usually have information about the airport, aircraft, and other technical knowledge.
Durant Public Works Department	• Coordinate use of resources for debris removal or building maintenance. • Coordinate restoration of utilities. • Provide equipment for emergency response and recovery.

**Note: In the absence of the Airport Manager, an airport staff person will serve as the Emergency Coordinator until the Airport Manager is on-site.*

Administration and Review

The Airport Manager is responsible for reviewing this document every 12 months and making recommendations for updates and changes to Durant County Emergency Management. As part of this review, local emergency and medical personnel will conduct a tabletop exercise to assist with identifying needed changes every 12 months. At least once every three years, the Emergency Management will conduct a full-scale emergency plan exercise. Emergency plan reviews and exercises will involve all of the agencies that have responsibilities in the execution of the emergency plan.

In the event of a major emergency or disaster that exceeds the resources and capabilities of the airport, and which requires immediate state and/or federal assistance, the Oklahoma Emergency Management Duty Officer may be contacted at the following phone number:

- 800-800-2481

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Functional Areas

This section provides information on tasks and core responsibilities that may be applied to all airport emergencies. Detailed information particular to specific emergency situations is found in the standard operating procedures for hazard-specific areas.

Note: Many general aviation airports do not have enough staff to designate an individual to cover each function. FAA Advisory Circular 150/5200-31C recognizes this and states that in many instances these roles may need to be combined or may include off-airport expertise.

1. Command and Control

Command and control of an airport emergency situation will vary depending on the type of emergency and the response required. The Incident Command System (ICS) will be utilized consistent with City of Durant emergency procedures.

In case of emergency, the Airport Manager will be the main point of contact for the duration of the incident with respect to the implementation of this plan in coordination with Incident Command.

The Durant County Emergency Management office, located at 5861 Cessna Rd, will be the first choice for the Emergency Operations Center (EOC).

The Durant County Emergency Management Director will assist in providing resource coordination between government agencies and the private sector as needed per Incident Command.

2. Communication

Primary communication for responding agencies will be through the use of communication radios using Durant emergency frequencies.

In the event secondary communications are needed, equipment may include electronic communications, cell phones, amateur radio, or secondary City of Durant communication equipment.

The Durant Regional Airport uses the following civil aviation band frequencies:
123.050 (CTAF) 124.17 (AWOS).

3. Alert Notifications and Warning

The airport manager, representative, or airport tenants will be responsible for initiating a 911 call in the event of an emergency.

Note: Notifications regarding airport emergencies may also be reported by the general public in some cases.

The Airport Manager will coordinate with Incident Command to notify the appropriate aviation agencies. Incident Command will be responsible for ensuring that notifications are made to protect the general public.

The Airport Manager will notify the appropriate key City of Durant officials and private organization officials.

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Dispatch of emergency personnel will be the responsibility of the Communications Center after alert notification is received.

4. Emergency Public Information

Airport management will coordinate with Incident Command to ensure actions are taken to protect the public in the event of an emergency. Instructions will be delivered to the public through the following methods:

Blackboard Connect (reverse 911)

Local radio and television media

Incident Command may assign a public information officer (PIO) to work within the Incident Command System (ICS) and coordinate public information.

Media briefings will be coordinated through Incident Command and the PIO per implementation of the media plan on page 23.

5. Protective Actions

The Airport Manager will coordinate with Incident Command to ensure actions are taken to protect the public in accordance with procedures for Durant Emergency Management.

Evacuation/protect-in-place procedures will be coordinated through Incident Command. The Airport Manager will work through the ICS to assist with evacuations of airport buildings. In the event of a tornado, the public will be directed to the underground storm shelter on the north side of the terminal building.

6. Law Enforcement

Law enforcement agencies, including Durant Police Department will ensure the availability of sufficient numbers of qualified and trained law enforcement personnel to support an airport emergency. Law enforcement will coordinate multijurisdictional law enforcement response and any required mutual aid.

Law enforcement will establish security for all airport emergency scenes including the control of traffic control points and access. Law enforcement agencies will assume Incident Command for situations involving bomb threats or terrorism and coordinate with Incident Command for all other emergencies.

7. Firefighting and Rescue

The Durant Fire Department will ensure the availability of sufficient numbers of qualified and trained personnel to support an airport emergency.

The Durant Fire Department will coordinate appropriate response and recovery operations including any mutual aid needed.

Fire department personnel will assume Incident Command for all fire suppression operations or coordinate with Incident Command.

Oklahoma Highway Patrol will assume Incident Command for search and rescue operations or coordinate with Incident Command.

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8. Health and Medical Services

The Bryan County EMS will provide emergency medical services to include triage, stabilization, first aid, medical care, and the transportation of the injured to the airport during an emergency. The Bryan County Ambulance Service Director or Deputy Director will be responsible for ensuring that the coordination of any other mutual aid agency is accomplished through Incident Command.

Hospital: AllianceHealth, Durant 580-924-3080

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EMS: Bryan County EMS Call 911 for an emergency

The following are pre-determined areas that may be utilized at the discretion of Incident Command for uninjured, injured, and deceased:

- 1) Apron north of the terminal building.
- 2) Inside the large hangar north of the terminal building.
- 3) Inside the FBO hangar.

9. Resource Management

Incident Command will be responsible for ensuring that the appropriate resources are obtained for the emergency situation including response and recovery operations. The following is a list of resources to support potential emergencies:

Durant Public Works Department
Durant Emergency Management
Civil Air Patrol

Each agency, department, or service of City of Durant government will provide for the maintenance of records during an emergency. These records should include work hours, equipment hours, supplies and materials consumed, injuries to personnel, and damage to public facilities and equipment. This information will be provided to the finance section of the ICS when applicable.

10. Airport Operations and Maintenance

The Airport Manager or representative will be responsible for the control of the airport during an emergency. The Airport Manager will determine if the airport needs to be closed. If the airport is closed, he or she will ensure that yellow X's for runway closure are placed as appropriate.

The Airport Manager or representative will be responsible for issuing NOTAMs for airport conditions and closures as well as any required coordination with air traffic control facilities. The Airport Manager or representative will make the appropriate notifications to all airport tenants. A contact list of all tenants is included in the airport emergency kit.

The Airport Manager will coordinate airport operations with Incident Command as required and make available all necessary equipment and facilities.

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Standard Operating Procedures and Checklists for Specific Hazards

This section focuses on the special planning needs and hazards particular to airports. It addresses the essential operational actions needed to help successfully complete a specific response function. Some hazards that may require a response are:

- Aircraft incidents and accidents
- Natural disasters
- Bomb incidents
- Hazardous materials incidents
- Structural fires
- Failure of power
- Missing aircraft

This section also includes detailed instructions and checklist information for hazard-specific sections and the airport map.

Note: Hazard-specific sections should include response and recovery procedures particular to a specific type of emergency. Types of emergencies to include in this section are determined on a case-by-case airport hazard analysis for individual airports. This template includes examples of common types of emergencies to address in an AEP.

Airport Access

The following key staff will have access to the gate code:

Airport Manager
Durant Police Chief
Durant Fire Chief
Durant Emergency Management
Durant City Manager

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Hazard 1: Aircraft Incidents and Accidents

Definition and Classification of Incidents and Accidents

Aircraft accident: Any occurrence associated with the operation of an aircraft that takes place between the time a person boards the aircraft with the intention of flight and the time such person has disembarked, in which a person suffers death or serious injury as a result of the occurrence or in which the aircraft receives substantial damage.

Aircraft incident: Any occurrence associated with the operation of an aircraft that is not considered an "aircraft accident."

Incident Classification System

Level 1: An accident *may* happen. For example, there is a landing gear problem, or a situation or emergency exists or is perceived to exist that may result in an incident or accident. This includes situations where it is unknown if an incident or accident emergency has actually occurred.

Level 2: An aircraft is known or suspected to have an operational defect that affects normal flight operations to the extent that there is danger of an accident.

Level 3: An aircraft accident has occurred on or in the vicinity of the airport.

Emergency Contact Information

City of Durant Fire/Police Departments:	911
Airport Manager: John Waytt	Cell: 580-920-8781
NOTAM:	1-877-487-6867
FAA Fort Worth Operations Center:	817-222-4455
FAA After Hours (the FAA will contact NTSB)	817-222-5066
Other airport staff: Josh Matekovic	Cell: 480-432-6646
Street Department: John Dean, City Manager	Work: 580-931-6665 Work: 580-931-6605

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Alert Notification and Warning

Once it has been determined that a potential or actual airport/aircraft emergency exists, all parties listed under Emergency Contact Information should be notified by the Airport Manager or, in his or her absence, the primary point of contact. After making phone calls in the order listed below, the Airport Manager or his or her representative should remain by the phone to direct responders and answer questions.

Note: The Airport Manager may have other response duties depending on level of training and/or local procedures and may not be able to remain by the phone.

Level 1 Classification Response

The fire department personnel should be advised of the following information if known:

- Type of aircraft
- N-number
- Type and amount of fuel
- Number, or potential number, of passengers and crew
- Nature of emergency
- Type and/or amount and location of cargo
- Number of passengers on board
- Location of aircraft

Level 2 Classification Response

Fire department personnel should be provided with the same information as above plus any additional details that will allow preparation for likely contingencies. Fire/police dispatch should advise airport staff of the applicable fire department radio talk group or provide a radio patch to facilitate efficient response coordination. A full response should be made with the emergency equipment operating and positioned with engines running and all emergency lights operating, enabling rapid response to the incident/accident site.

1. Standby locations on the Durant Municipal Airport should be accessed through the gates by the arrival/departure building, and responding units should position themselves in such a manner as to have a clear view of the runway and taxiways. The person in charge of response equipment (fire department) should anticipate the aircraft's rollout and station emergency response vehicles some distance upwind from the rollout area.

2. Communication with the aircraft by airport staff should be made if possible (on Unicom frequency 123.050 or the emergency frequency 121.5) and passed to the fire department. This provides a safety factor for rollout; should an emergency require it, the vehicle could be on the move to the aircraft stopping point from an upwind direction.

3. The fire department vehicle will move on a fast parallel course to the aircraft once it is apparent that the aircraft is going to pass the standby position.

Level 3 Classification Response

Full fire department procedures should be put into effect. All pertinent updated information should be relayed by the airport staff and/or dispatching agency to responding emergency units and include the location of the accident using direction and distance from the arrival/departure building, thresholds, mid-field, street/road intersections, or landmarks.

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When complete aircraft-related information is unavailable, the fire department personnel should anticipate the worst situation and prepare accordingly.

Notify the FAA Operations Center of conditions at the site, particularly if such conditions could interfere with flight operations. Airport staff should issue applicable NOTAMs and ensure appropriate Unicom advisories are communicated. Note that all NOTAMs should specify if the airport will remain open for emergency aircraft.

Recovery

Preservation of wreckage

If the accident involves personal injury or death, the wreckage **CANNOT BE MOVED OR DISTURBED** except for emergency extrications, to protect the wreckage from further damage, or to protect the public from injury. Incident Command should ensure the preservation of wreckage until otherwise authorized by the FAA duty officer (see Emergency Contact List) or until the appropriate governing agency takes custody of or releases the wreckage.

Following FAA approval, the wreckage may be moved away from the runway/taxiways or accident scene to facilitate the timely reopening of the airport. The aircraft owner is responsible for removing or making arrangements to remove the damaged aircraft. City of Durant public works may assist in this recovery process in the interest of time.

Following removal of the wreckage, the Airport Manager will inspect the runway/taxiway pavement and surrounding surfaces for damage and debris, and, if satisfactory, the airport may be reopened to air traffic. If the runway is closed, X's should be placed at each end.

The city will bill all costs for the recovery and removal of aircraft from the operational areas of the airport to the owner/operator of the involved aircraft.

Public Information

Airport personnel or other city personnel should avoid making any statements to the news media during an emergency situation at the airport or aircraft accident scene unless previously directed. The Airport Manager and a representative from the FAA or NTSB will normally serve as the public information officer (PIO). Any city employee with questions about media inquiries will refer the media to the PIO.

Organizational Response and Responsibilities

Airport Staff

- Locate the aircraft owner/operator if pilots or passengers are unable to communicate.
- Check with the FBO for any parties that might have been waiting for or associated with the aircraft.
- Check with the FAA operations center to determine if a flight plan exists for the aircraft and obtain related pilot and owner information.
- If the aircraft tail number is readable or known, use the Internet to quickly determine the owner/operator at www.landings.com:
 1. Click on "Databases" at top of screen.
 2. Click on "A/C Registration US" (if of U.S. registry, N-number database).
 3. Click on "Basic Search."
 4. Type in aircraft's tail number.
 5. Click on "Send Query."
- Complete airfield inspections and documentation.

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- Issue appropriate NOTAMs.
- Cooperate with investigations.

The Airport Manager will notify appropriate officials, assist with the investigative process, and provide documentation, including the Airport Incident Report form.

Airport Fixed-Base Operators (FBO)

- Provide the specific or best estimate of location on or near the airport or closest intersection, landmark, etc., of the emergency.
- Call 911 (police/fire dispatch).
- State the "ALERT/Emergency Level." Provide information from the description of Readiness Levels.
- Make a Unicom advisory call (123.050) if there's a danger to other aircraft.
- Contact airport staff.
- Contact SOSU Aviation Department at 580-745-2717.
- Stand by to direct firefighters or EMS to the accident site.

Fire Department

Fire department personnel on the scene will assume Incident Command and will direct all efforts of fire suppression and rescue of individuals involved in the incident. The Incident Commander will assess the situation and ensure that adequate equipment is available for rapid fire suppression, rescue of victims, and transportation of victims to area hospitals. The scene Incident Commander will maintain contact with the Airport Manager.

Fire/police dispatch should advise airport staff of the applicable fire department radio talk group or provide a radio patch to facilitate efficient response and coordination (e.g., directions to the emergency site, recommended access gate).

Police Department/Department of Public Safety

- Secure the area and ensure the free flow of emergency equipment into the incident scene.
- Handle crowd control, site security, and control of ingress and egress to the incident scene by authorized personnel.
- Assist firefighters in the suppression of fire and rescue of victims if requested by the Incident Commander.
- Treat the accident/incident scene as a major crime scene and secure as such.

Public Works Department

The public works department will respond to any serious aircraft or airport incident as directed by Incident Command. The Director of Public Works will assist the Airport Manager in returning the airport to normal operations in an expeditious manner. The Director of Public Works will coordinate with Incident Command and assist in and supervise the recovery, removal, or salvage of property that creates a problem on the airport and restricts aircraft operations. This will include the removal of aircraft and hazardous debris on runways and taxiways. The public works department may respond with the initial equipment necessary to accomplish its mission, such as:

- Front-end loader
- Dump truck
- Flatbed trailer

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- Sweeper
- Adequate cables and ropes to move an aircraft
- Support equipment (e.g., barricades, cones, and lighting systems for night recovery operations)

Airport Tenants

Airport tenants and their employees should be considered a prime source of readily available equipment and labor and may have an intimate knowledge of the airport and the aircraft. These individuals can be invaluable, especially if their background includes aircraft maintenance, medical training, or aircraft transportation. If utilized, on a voluntary basis only, it is imperative that these individuals be deployed under supervision and assigned specific functions to avoid duplication of efforts and the possibility of disrupting the other emergency operations.

Emergency Medical Services (EMS)

EMS will provide emergency medical services to include triage, patient care, and transport. EMS will coordinate with Incident Command for any required mutual aid.

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Hazard 2: Natural Disasters

In the event of a natural disaster such as a tornado, hailstorm, flooding, severe thunderstorm, or high wind, the Bryan County Hazard Mitigation Plan will be followed.

Emergency Contact Information

City of Durant Fire/Police Departments:	911
Airport Manager: John Waytt	580-920-8781
NOTAM:	877-487-6867
Public Works:	580-775-2486

Alert Notifications and Warning

All parties listed under Emergency Contact Information should be notified. The general public will be warned of severe weather through sirens, radio, etc.

Response

If time allows:

1. Notify airport tenants of the threatening condition.
2. Advise aircraft owners and pilots so they can depart the airport ahead of the condition or secure their aircraft properly.
3. Survey the airport for unsecured objects that may become projectiles in high winds or be damaged by floodwaters.
4. Move aircraft to safe areas (hangars) or position and secure as best as time allows.
5. Stop fueling operations when lightning is observed in the vicinity.
6. Secure airfield lighting as necessary to protect from flood damage.
7. Lower or remove the windsock.
8. Issue a NOTAM advising of airport conditions.

The designated storm shelter area will be the underground storm shelter on the north side of the terminal building.

If required:

- Have Incident Command activate the Emergency Operations Center (EOC), located at 5861 Cessna Rd., to coordinate any airborne emergency relief.
- Coordinate with all military and relief flight operations for the orderly flow of air traffic.
- Designate unloading areas and the movement from the airport of relief supplies.
- Provide current weather and airport status information to the city manager, police chief, fire chief, emergency management staff, and utility departments.
- Depending on the severity of the situation, the EOC may be activated at the discretion of Incident Command. Durant Emergency Management will assume Incident Command. Airport management will work within the ICS and procedures of Durant Emergency Management for severe weather events.

Recovery

The Airport Manager or point of contact will call the local utility companies to arrange restoration of services. The Airport Manager should use available equipment and labor, with assistance from the utility departments, to return the airport to an operational condition as soon as possible. This will ensure an additional avenue for emergency relief.

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Organizational Response and Responsibilities

Airport Management

- Provide alert information to responding agencies, airport tenants, users, and the general public at the airport.
- Conduct inspections and issue appropriate NOTAMs.
- Monitor the NOAA weather radio to ascertain conditions that will affect the airport. The airport may also obtain a tone alert monitor to watch weather or other relevant emergencies.
- Complete documentation regarding the event, including incident report, damage assessments, and financial impacts.

Fire Department

- Respond to protect persons and property.
- Coordinate search and rescue operations as needed.

Police Department

- Respond to protect persons and property.
- Participate in traffic control, evacuations, or sheltering of the general public.

Public Works

- Direct resources as necessary to assess damage, make repairs, and restore utilities.
- Provide equipment for shoring up public buildings or removing debris.

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Hazard 3: Bomb Incidents/Terroristic Threats

Criminal activities and disturbances may include bomb threats, terrorism, vandalism, or crowd control problems. In general, law enforcement will assume Incident Command for these situations.

Emergency Contact Information

City of Durant Police Department:	911
Airport Manager:	580-579-5024
TSA:	866-907-8391
AOPA GA SECURE Hotline:	866-427-3287
City Manager:	580-931-6605 Cell: 580-579-6064

Alert Notifications and Warning

All parties listed under the Emergency Contact Information should be notified. It may not be necessary to contact the TSA or AOPA GA-SECURE Hotline for all criminal activities, such as for those not involving aircraft operations.

Response

Law enforcement will be the primary response agency and assume Incident Command. For bomb threats, airport management or personnel may be involved with gathering initial threat information and providing alert notifications and warnings.

Recovery

The Airport Manager will coordinate with law enforcement, conduct necessary inspections, issue appropriate NOTAMS, and return the airport to normal operations.

Organizational Response and Responsibilities

Airport Management

- If a threat is phoned in to the airport, use the bomb threat form to get as much information as possible.
- For a suspicious package or parcel, leave it unopened where it was discovered.
- Establish an isolation zone on the airport and clear it of all personnel.
- Have all passengers leave baggage and cargo. All persons should be detained until cleared by the designated law enforcement personnel.
- Notify the police department by calling 911.
- Notify the TSA by calling 866-907-8391.
- If on an aircraft, notify the person(s) or firm that owns the aircraft.
- For threats on aircraft or hijacking situations, direct all aircraft to the pre-determined isolation area located at the holding position short of the south end of the runway.
- Notify the tenant of the building, if any, and direct all persons to be evacuated to a minimum of 500 feet from the threatened building; ensure a tenant familiar with the building will meet with authorities to help identify building contents during the bomb search.
- Ensure all personnel and vehicles are kept a minimum safe distance of 500 feet from around the building; divert flights away from any building with a suspicious package or device.

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Police Department

- Respond to scene and assume Incident Command.
- Assist with crowd control, evacuations, and protection of the public.
- Establish scene security and isolation areas.
- Coordinate any required law enforcement mutual aid.

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Hazard 4: Hazardous Materials Emergencies

A hazardous materials emergency involves the possible spillage of hazardous material on a commercial, military, or private aircraft in flight or any hazardous materials incident on airport property.

Emergency Contact Information

City of Durant Fire/Police Departments/EMS:	911
Airport Manager:	580-579-5024
Durant Emergency Management	580-775-3661

Alert Notifications and Warning

Upon notification from the pilot or other responsible person(s), or observation of a hazardous material incident on airport property, notify the fire department by telephone (911).

Organizational Response and Recovery Responsibilities

Airport Management

- Provide alert notifications by calling 911.
- Notify any affected airport tenants or the general public at the airport and provide public information on evacuation or shelter-in-place procedures as coordinated with incident command.
- Issue appropriate NOTAMs closing isolation areas of the airport.
- **If the incident is on an aircraft, upon landing, direct the pilot to the pre-determined isolation zone.** *If the wind is out of the South, East or West, use the holding position short of the South end of the runway. If the wind is out of the North, use the holding position short of the North end of the runway.*

Fire Department

- Assume incident command
- For a hazardous materials spill (gas, fuel oil, etc.) of more than twenty-five gallons, or for assistance in dealing with any hazardous materials incident, notify Durant Emergency Management at 580-775-3661.
- Establish a 1,500-foot perimeter around the area or adequate distance per the *Emergency Response Guide* published by the Department of Transportation for isolation distance from the aircraft.
- Protect persons and property and implement evacuation or sheltering-in-place procedures.
- Permit only rescue crews and authorized personnel within the perimeter if radioactive smoke-borne or wind-carried particles are present.
- Close doors and windows of buildings in the area where blowing smoke-borne or other particles are present. Evacuate area.
- Determine if an actual spill has occurred. If the hazardous material container is found to be unbroken, the alert will be canceled and the material will be held in custody until proper disposal instructions are received. If a spill has occurred, the fire department and the senior fire official on scene will take charge, and the official will become the incident commander. The fire department will direct all containment and cleanup operations.

Emergency Medical Services (EMS)

- Provide any emergency medical services, patient care, or transport.

Public Works

- Provide equipment and resources for containment if necessary and as directed by incident command.

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Hazard 5: Structural Fires

A structural fire emergency involves fires occurring at or in airport buildings such as terminals or hangars.

Emergency Contact Information

City of Durant Fire/Police Departments:	911
Airport Manager:	580-579-5024
City Manager:	580-579-6064
Public Works:	580-924-8358

Alert Notifications and Warning

Airport management or a representative will contact all parties listed in the emergency contact information and notify affected tenants at the airport.

Response

City of Durant Fire Department will be the primary response agency and will assume Incident Command.

Recovery

Airport management and the public works department will be responsible for returning the airport to normal operations and working with affected building owners to clean up and document actions taken.

Organizational Response and Responsibilities

Airport Management

- Call 911.
- Take protective actions for employees and the public.
- Evacuate area according to evacuation plan.
- Coordinate response activities.
- Control access to facility until it has been inspected and/or will not impede with emergency response organizations.
- Coordinate news releases with incident command, if necessary.

Airport Staff/Maintenance

- Assist with critical services including utility support (activation/cutoff) as needed.
- Provide safety inspections.
- Assist in facility restoration.

Tenants

- Provide assistance on voluntary basis or in accordance with established agreements.
- Provide specialized tools, equipment, and knowledge of building contents as needed.

Fire Department

Fire department personnel on the scene will serve as Incident Command and will direct all efforts of fire suppression and rescue of individuals involved in the incident. The Incident Commander will assess the situation and ensure that adequate equipment is available for rapid fire suppression, rescue of victims, and transportation of victims to area hospitals. The scene Incident Commander will maintain contact with the Airport Manager.

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Police Department

- Secure the area and ensure the free flow of emergency equipment into the incident scene.
- Handle crowd control, site security, and control of ingress and egress to the incident scene by authorized personnel.
- Assist firefighters in the suppression of fire and rescue/evacuation of victims if requested by the Incident Commander.

Emergency Medical Services (EMS)

- Provide emergency medical services for patient care and transport.

Public Works

- Direct clean-up operations of public buildings as necessary.

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Hazard 6: Failure of Utilities

A utility failure on the airport may require closing the airport due to lack of lighting for aircraft operations or the need to keep operating aircraft and people away from a gas leak. The failure of the water main may require stopping work in hangars and ceasing fueling operations if water is required for first aid, such as eye wash stations or cleanup from a fuel spill. The fire department should be consulted about its ability to fight a fire while the water is cut off.

Emergency Contact Information

City of Durant Fire/Police Departments:	911
Airport Manager:	580-579-5024
Public Works:	580-924-8358

In case of electrical power failure:

- Call OG&E at 800-522-6870
- Stay clear of all downed power lines.

In case of gas line rupture:

- Clear the immediate area.
- Call ONG at 800-664-5463.

In case of water main break:

- Call the Durant Utility Department at 580-931-6631.

Alert Notification and Warning

Airport management or a representative will notify the responsible utility company of the failure as well as the public works department.

Organizational Response and Recovery Responsibilities

Airport Management

- Notify staff and repair personnel of the outage.
- Issue NOTAM, if required.
- Notify the appropriate FAA air traffic control facility by contacting Fort Worth ARTCC at 817-858-7500 regarding a failure that may affect the safety of flight.
- Notify tenants.
- Coordinate and disseminate public information to address public safety and impacts of utility failures in public buildings or parking lots.
- Inspect airport facilities to ensure proper working conditions before returning to service and normal operations. The critical facilities prioritized for return to service and inspections include:

Runways, taxiways and parking areas

Fuel tanks and pumps

Terminal building and hangars

Public Works

- Coordinate any repairs necessary with the utility companies and restore services to priority areas of the airport.

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Hazard 7: Missing Aircraft

Emergency Contact Information

Oklahoma Highway Patrol:	911
Airport Manager:	580-579-5024
FAA Flight Services:	800-992-7433

Alert Notifications and Warning

The Airport Manager or representative may be notified by the FAA or the general public in cases of missing or overdue aircraft. It is possible that the pilot of a missing or overdue aircraft may have landed and not cancelled a flight plan. In these cases, the missing aircraft and pilot may be found somewhere on the airport facilities, and so notification to all responding agencies may not be required.

Organizational Response and Recovery Responsibilities

Airport Management

- Search airport facilities and check with tenants for missing or overdue aircraft.
- Alert local response agencies as appropriate for possible search and rescue operations.
- Obtain information regarding missing or overdue aircraft (see Missing/Overdue Aircraft Information Form).
- Coordinate with the FAA.

Oklahoma Highway Patrol

- Assist with any search and rescue operations.
- Coordinate any required mutual aid assistance.
- Consider activation of the EOC.

Police Department

- Assist with any search and rescue operations.

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Post-Incident Procedures

Implement Responders and Family/Victim Assistance Plan

- Designate secure facilities for victims' families and friends that are easily accessible and are removed from areas involved with the emergency response or designated for the media.
- Provide areas for the care of emergency responders.
- Provide the basic needs to accommodate both responders and the victims' family members. Emergency services and provisions for responders and family/victims may include food, water, and medical attention.
- Identify a process for responding to requests for information concerning the emergency event to victims' families and coordinate this activity with the public information officer (PIO).
- Consult with local emergency management officials to review options for providing mental health assistance. These services may be made available to both the families in crisis and the responders.
- Identify potential resources for helping responders cope with these situations, including the use of Critical Incident Stress Debriefings (CISD).

Implement Media Plan

- Implement an effective media plan that covers all phases of an airport emergency.
- Designate an area for media to gather and set up to cover the situation.
- Designate a PIO with responsibility to interface with the media. This designated individual will disseminate information consistent with inputs from all involved agencies and approved by Incident Command or Unified Command.
- Designate only one PIO for each emergency incident.
- Control and coordinate the media briefing with the PIO and other responding or investigative agencies such as the National Transportation Safety Board (NTSB).
- Conduct media briefings in a designated location and according to a designated schedule if the scale or duration of the airport emergency incident warrants it.
- Consider additional resources for dealing with large volumes of media inquiries during a major airport emergency incident.

Establish Safe Airport Operations

- Airport management is responsible for ensuring that all appropriate actions are taken, regardless of the type of emergency, to establish safe airport operations after an incident.
- As with other phases of an emergency, identify assignments and organizational responsibilities, command and control, and other required functional areas.
- If an airport has been closed due to an emergency situation, do not re-open it until the assigned personnel have ensured that:
 - Aircraft operating areas are safe and secure;
 - Aircraft movement areas to be reopened have been inspected;
 - Adequate aircraft rescue and firefighting protection is available (if applicable);
 - Public safety is assured.
- Ensure that responsibility is assigned for documenting all actions taken, including the writing of an incident report. This report should include all pertinent information regarding the incident such as type of incident, time and date of occurrence, names and addresses of persons involved, witnesses, reporting party, response actions, and recommendations for further actions.

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Work Through Investigations

- An investigation will begin in the event of an aircraft accident, possibly during the response and recovery phase. The NTSB is responsible for accident investigations involving civil aircraft within the United States, but it is not uncommon for that responsibility to be delegated to the FAA.
- Establish scene security prior to the NTSB or investigative authority arriving on the scene of an aircraft emergency incident.
- Establish a perimeter around an accident scene to protect property and preserve evidence.
- Accommodate the NTSB or FAA and cooperate with the investigation.

The FBI and TSA may be involved in investigating criminal activities or terrorist threats.

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Attachments

- Bomb Threat Form
- Aircraft Incident Report
- Missing Aircraft Form
- Airport and Terminal Maps

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Bomb Threat Form

When is the bomb going to explode? _____

Where is it right now? _____

What does it look like? _____

What kind of bomb is it? _____

What will cause it to explode? _____

Did you place the bomb? _____

What is your name? _____

What is your phone number? _____

Note the exact wording of the threat (write on back).

What are the sex, race, and age of the caller? _____

What was the length of the call? _____

Number at which the call was received: _____

Time and date received: _____

Was the caller's voice familiar? If so, whom did it sound like: _____

Was the caller's voice calm, angry, excited, slow, rapid, soft, loud, laughing, crying, normal, distinct, slurred, nasal, stuttering, lisping, raspy, deep, ragged, clearing throat, breathing deeply, cracking, disguised, have an accent, familiar, or whispered? _____

Did you hear any background sounds? _____

Was the threat language well spoken, foul, irrational, incoherent, taped, or read like a rehearsed message? _____

- Call 911.
- Evacuate the building/aircraft to a safe distance.
- Contact the Airport Manager at 580-579-5024.

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Aircraft Incident Report

Date: _____

Time: _____

Type of Incident (check one)

Aircraft Accident/Incident: _____

Natural Disaster: _____

Property Damage: _____

Bomb Threat: _____

Other: _____

Reported by

Name: _____

Address: _____

Phone #: _____

Location: _____

Weather conditions:

Nature of incident:

Aircraft type and tail number: _____

Name(s) of pilot(s): _____

Pilot(s) contact information: _____

Units that responded to incident:

Action

taken: _____

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Missing Aircraft Form

The Airport Manager and staff will assist in locating aircraft on or near the airport by taking the following information and actions:

Notified of a missing aircraft (N-number): _____

By (name): _____

Of (organization): _____

Contact number: _____

Estimated time of arrival: _____ at (airport): _____

Aircraft type: _____

Aircraft color: _____

Pilot name: _____ number: _____

Local contact (name): _____ number: _____

People on board: _____

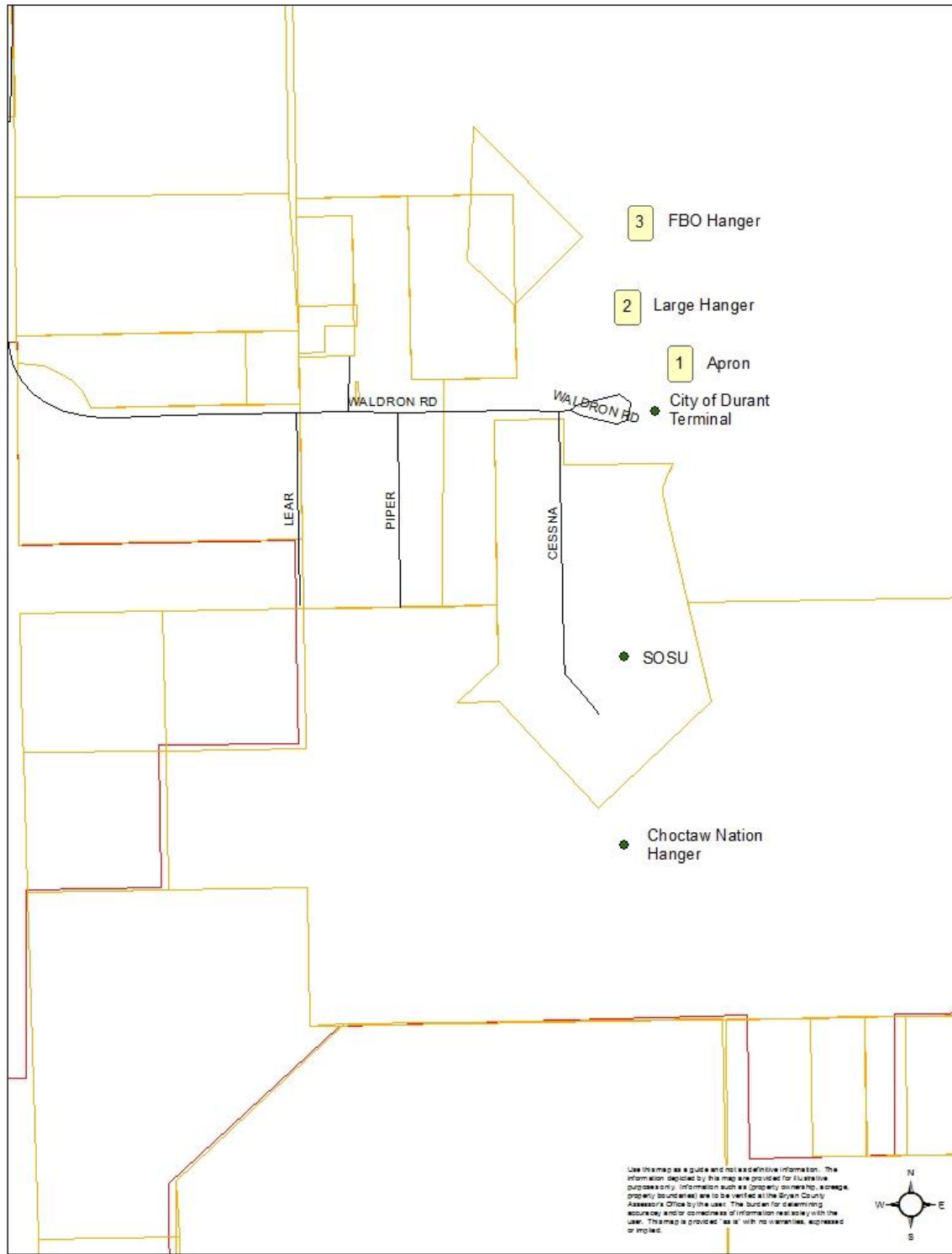
Last contact (time): _____ location: _____

1. Check to see if the aircraft is on the ramp.
2. Check the hangar list to see if the pilot, or a local contact have a hangar on the field.
3. Call the hangar owner to ask if the aircraft is in hangar.
4. Visit the hangar if unable to contact hangar owner.
5. Contact police to find out if an aircraft crash has been reported in the area.
6. Physically tour the airport property, looking off the ends of runways and any low spots where an aircraft would not be easily seen.
7. Report back to the person who reported the aircraft missing.
8. If the initial report came from the pilot's family or friends, contact Flight Services at 800-992-7433.
9. If the aircraft is not initially located, contact the Airport Manager at 580-920-0574.

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Airport and Terminal Map

Figure 1. Airport Safety Map



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I. Mail Center Operating Procedures – Creating a Safe and Secure Environment

Incoming Mail Procedures

Inspect the mail for suspicious characteristics. If possible, do this in an area isolated from the rest of the mail center. Mark all packages with a stamp that says "inspected" to acknowledge that it has been screened if at all possible.

Limit access for anyone who delivers mail to your center; deal with them at a counter.

Authorized receptacles for U.S. Mail clearly labeled.

Procedures established for handling unexplained or suspicious packages.

Make personal protection equipment available for all employees, including gloves and masks.

Instruct employees to challenge any unknown person in the facility.

Deliveries for Senior Executives

Give extra care and attention to letters and packages addressed to any senior official whose names and/or positions give them higher public visibility. Meet with representatives from the senior management to establish procedures for mail and packages addressed to senior officials. Mark all packages and envelopes addressed to senior officials after you have screened them; the best practice is to use a large stamp that says "Inspected". No letters or packages should be accepted at the Executive Area unless clearly stamped "Inspected". This includes both internal and external deliveries.

Handling Accountable Mail

Mail center personnel should sign for all accountable mail (UPS, Fed Ex, etc) with the same measures and precautions as regular postal mail.

Personal Mail

In most circumstances, City policy should prohibit handling incoming or outgoing personal mail in the mail center.

Loss Prevention and Cost Avoidance

- Screen job applicants before hiring them.
- Integrate accounting procedures for all forms of postage – meters, stamps and permits.
- Permit only authorized employees to accept mail.

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- Review bills from carriers (e.g., FedEx, UPS) regularly to guard against unauthorized use.
- Check periodically to determine if the mail messengers are making unauthorized stops or leaving the mail unattended in unlocked delivery vehicles
- Appropriate bonding or surveillance as necessary.

Physical Security in a Mail Center/Facility

- If possible, make the mail center an enclosed room with defined points of entry. If you can't put the mail center in its own room, then set aside a defined space that is used only for processing mail.
- Be sure to check the ventilation system of the area you choose to ensure adequate but isolated air handling and ventilation system.
- Obtain a glove box or biochemical hood, or use of one, in which to open identified suspicious mail (a biochemical hood operates with negative air pressure).
- Provide a separate and secure area for personal items (e.g., coats and purses).
- Where appropriate, use surveillance cameras to monitor the mail service counter and all entrances (Assure your employees that the cameras aren't for tracking their movements, but for protecting them from potential threats.)
- Post signs around the mail center listing whom to call in the event of various emergencies such as fire, theft, suspicious package, etc. This is probably the most important step you can take in preparing to deal with emergencies or suspicious letters and packages.

Daily Opening and Closing Procedures

Prepare detailed procedures for opening and closing the mail center. Make sure that logs and checklists are filled out and signed daily.

The checklist for opening the mail center should include:

- Check all locks/entrances
- Start visitor log
- Verify contents of safe/vault

The checklist for closing the mail center should include:

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- File visitor log
- Secure all mail
- Create safe/vault contents log
- Check all locks/entrances

Establish daily procedures for cleaning the area and equipment used to process inbound mail. All flat work areas should be wiped down daily with disinfectant. All machines should be cleaned with disinfectant wipes and vacuums equipped with HEPA filters. Do not use pressurized air to clean equipment and machinery.

Personal Protective Equipment

The City does not recommend *mandatory* use of personal protective equipment (PPE) if the suspicious mail analysis does not support it. This includes gloves, aprons, and respirators. On the other hand, the City does recommend making PPE available for any mail center personnel who chose to use it. This equipment can cause problems, so any employee who chooses to use it must be trained. Removing gloves the wrong way can spread contamination, for example, and respirators can induce respiratory problems in some people. Respirators must be fitted by a trained expert to provide any useful level of protection. Managers must ensure that all equipment is kept clean and properly serviced.

The Centers for Disease Control (CDC) provide guidance on selecting PPE to protect against bioterrorism, and the Occupational Safety and Health Administration (OSHA) provides guidance on using PPE in workplaces.

If some employees chose to use PPE, you should establish a log that lists when each employee completed equipment training.

Psychological Effects

More deeply than most of realize or are willing to admit, we have been profoundly affected by the attacks on the United States and the specter of a prolonged war against terrorism. We need to support each other and listen well with our ears and our hearts. For many reasons, this elevated need for good listeners will linger for a long time. In addition, the on-going hoaxes generated keep our emotions high in anticipation of another attack.

Feel and observe what is going on around you. Listen to what is being said and to what is not being said. Watch the attitudes, moods and body language of co-workers, friends and others with whom you interact. Do you sense that unspoken fears are troubling a co-worker? Does he/she seem unusually quiet, sad troubled or edgy? Trust your instincts and intuitions. Don't hesitate to strike up a conversation. When you really care and when you are willing to take time to be with another you may be surprised at how readily people will open up and share their feelings with you. Create an atmosphere that welcomes sharing, while also being respectful of individuals who have little to say or prefer to remain silent.

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The attitudes and feelings of employees are critical to the success of your mail center during normal operations, and even more so in light of the attacks. It is important to recognize that some of your employees will have concerns about their personal safety. Managers need to be prepared to help employees carry out their jobs in these challenging times.

Workplace Violence

Employees who are being harassed, stalked or threatened inside or outside the workplace should inform their managers, and supervisors. Managers have a responsibility to be sensitive to the realities of workplace violence and the effects on employees from abuse outside the workplace. Some employees may be involved in domestic disputes that have the potential to erupt and spill over into the workplace. Every effort must be made to protect these employees and anyone else who may become an innocent victim.

Building security should be notified, and additional steps should be actions taken to protect these employees. If there appears to be an immediate threat, notify the law enforcement resource that can most readily provide security in the situation.

II. Training, Testing, and Rehearsal

The actions you take **during** a threat have an immediate impact on the safety of everyone in your mail center. The actions you take **before** a threat have a lasting impact on the safety of everyone in your agency. Preparing your mail center and your employees to handle a threat is an obligation you must meet every day.

Education and awareness are the essential ingredients to preparedness. Employees need to remain aware of their surroundings and the packages they handle. You must carefully design and vigorously monitor your security program to reduce the risk for all.

Through training, you can develop a culture of security awareness in your operation. Through rehearsal, you can ensure that critical lessons have been learned and retained. Managers should consider security training and rehearsal a critical element of their job.

In addition to educating the employees who work for you, you should educate the employees who work for your agency. Employee awareness of the measures you've taken leads to confidence in the safety of the packages that are delivered to their desktops.

The importance of testing the plan

One key to performance during an emergency is testing of the plan in advance. Test contingency plans in a way that does not alarm employees but follows the steps to take if there is an event. The dress rehearsals reinforce the training and in the event of an emergency can more easily be followed.

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Contents of a complete training program

- Basic security procedures
- How to recognize and report suspicious package
- Proper use of personal protective equipment (PPE)
- How to respond to a biological threat
- How to respond to a bomb threat
- Occupant Emergency Plan (OEP)

III. Managing Threats

Suspicious letters and packages

Because the mail center is a first line of defense for your agency, you should examine every piece of mail before you do anything else with it. You should inspect and look for suspicious characteristics. Figure 4 is a standard list of characteristics that you and your staff should be looking for.

Characteristics of suspicious packages or letters

- Excessive postage, no postage, or non-canceled postage
- No return address or obvious fictitious return address
- Packages that are unexpected or from someone unfamiliar to you
- Improper spelling of addressee names, titles, or locations
- Unexpected envelopes from foreign countries
- Suspicious or threatening messages written on packages
- Postmark showing different location than return address
- Distorted handwriting or cut and paste lettering
- Unprofessionally wrapped packages or excessive use of tape, strings, etc.
- Packages marked as "Fragile - Handle with Care", "Rush - Do Not Delay", "Personal" or "Confidential"
- Rigid, uneven, irregular, or lopsided packages
- Packages that are discolored, oily, or have an unusual odor
- Packages that have any powdery substance on the outside
- Packages with soft spots, bulges, or excessive weight
- Protruding wires or aluminum foil
- Visual distractions

Figure 4

Train employees. Mail Center employees should be trained to recognize and report suspicious packages. Characteristics of a suspicious package or letter vary, depending upon the types of

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mail that your operation routinely processes. That is, what is suspicious in one mail center is not necessarily suspicious in another. However, anything from the following list that is unusual, in terms of your normal mail, or multiple items from this list, should draw the attention of your employees.

Post examples.

Copies of a “suspicious letter” poster should be displayed in every mail center. These posters are available from the Federal Bureau of Investigation (FBI) and the USPS. We have worked with the FBI, USPS, and other authorities to develop the standard list shown in Figure 4. Phone numbers of who to call should be filled in.

Rehearse.

Rehearse scenarios and test contingency plans with employees to ensure that, in the event of emergency, they will know how to respond. Do this in a way that does not alarm employees. These rehearsals will help ensure that the lines of communication function as planned and that everyone knows their role. Hold post-test meetings to address problems, and resolve them before the next test.

Question every suspicious letter or package.

If you can stabilize an unopened suspicious letter or package, with some confidence that it presents little immediate threat, try to determine whether the addressee or sender can identify and explain the contents. The following is quoted from GSA National Guidelines:

Whenever a mail center worker identifies an unopened package or letter as “suspicious”, a mail center supervisor or specially trained employee should examine the mail piece to confirm that it meets the criteria established for the location. If confirmed, *do not open it*. A supervisor or designated mail center worker who is trained to confirm the identification must be available during all working hours.

Next, determine if the mail piece is addressed to a person who actually works in the facility. If so, and if the addressee can be located in a reasonable period of time, contact the addressee and ask him or her to identify the package. If the addressee recognizes the package and is certain it is not threatening, deliver it. If the addressee does not recognize the package, or if you cannot locate the addressee, attempt to contact the individual listed on the return address to verify the contents of the package. If you successfully contact the sender of the package, ask them to provide a description of the contents, intended addressee, and the reason it was mailed to your location. Provide this information to the addressee for further verification.

If the addressee does not recognize the package, or if you cannot locate the addressee, ***do not open it***. The supervisor or designated mail center worker should call the previously designated first responder (that is, the organization you have identified as the right one for the specific threat in hand). This first responder will be responsible for opening the package in a controlled environment and following the appropriate protocol for evaluation of the threat. A “controlled environment” may be a glove box, hood with negative airflow and HEPA filters on the exhaust airflow, or a similar device. When identifying the first responder who will open suspicious letters or packages, make sure they have such a device available.

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IV. Communications Plan

The mail center should develop a communications plan to be executed when responding to a threat. This plan should cover how to acquire and distribute information. Prepare a list of trusted resources to acquire timely and accurate information (e.g., GSA, USPS, CDC, etc.). Organize protocols for the approval and distribution of information on the status of the mail operation.

Management

Schedule regular meetings with a representative from the senior management of your agency. Review the steps you've taken to secure the mail, and address any outstanding issues. Begin with more frequent meetings, perhaps monthly. As events dictate, you may be able to change the frequency to quarterly or semi-annually.

Mail Center Personnel

Mail center personnel should be thoroughly involved in developing and implementing your security plans. Once they have been developed, the most important part of communicating those plans is training. We also suggest that you set aside time in every meeting with mail center personnel to discuss security. Enhanced security procedures and vigilance must become a way of life for those involved.

As part of your security procedures, you should establish a call tree for employees and managers. The call tree list should include, as a minimum:

- Names
- Addresses
- Work phone numbers
- Home phone numbers
- Cellular phone numbers
- Name of person to contact in an emergency

This call tree should be tested and updated regularly.

Communications During an Emergency.

Clear, consistent, and factual communications are critical in any emergency. Anyone in authority must be very careful to check their facts, to know who the designated official spokesperson is for every aspect of the emergency, and to coordinate any messages thoroughly.

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Relationships with partner organizations (First Responders, Public Health Authorities, FBI, FPS, Regional USPIS, Fire, Hazmat and Law Enforcement Officials)

Many other aspects of security also require that you develop and maintain relationships with key partners. Your first task in this regard is to establish and maintain relationships with:

- Local first responders to federal mail centers (fire, hazmat, and law enforcement);
- Local public health authorities (disease control and laboratory).
- Regional Federal Bureau of Investigation Weapons of Mass Destruction (WMD) coordinators; and
- Regional US Postal Inspection Service inspectors.

Once you have identified your first responder(s), then

1. Determine who will be responsible for opening unopened suspicious letters and packages, and establish a relationship with them (this may be a specially trained federal personnel or other first responders).
2. Establish relationships and protocols with the local Federal Bureau of Investigation (FBI) WMD Coordinator concerning suspicious powders and liquids, or make sure that your first responders have done so.

V. Occupant Emergency Plan (OEP)

The Occupant Emergency Plan (OEP) is a set of procedures to protect life and property under defined emergency conditions. The Mail Center Manager should be actively involved in the Occupant Emergency Program and in development of the OEP.

An occupant emergency is an event that may require you to be evacuated from your occupied space or relocated to a safer area. The emergency may include a fire, explosion, discovery of an explosive device, severe weather, earthquakes, chemical or biological exposure or threat, hostage takeover, or physical threat to building occupants or visitors. In the event of an emergency, the mail center manager must protect the people who work there and ensure their exit from the situation to a safe place.

Occupant Emergency Program

The Occupant Emergency Program establishes a process for safeguarding lives and property in and around the facility during emergencies. The first component of an Occupant Emergency Program is development of a plan, which is the OPE, to protect life and property under certain specified emergency conditions. The second component is the formation of an Occupant Emergency Organization.

Occupant Emergency Plan (OEP)

The critical elements of the OEP are:

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Evacuation Plans

Be sure to specify where the mail center's employees should gather immediately after an evacuation, so that the supervisor on duty can take a head count. In some circumstances employees may be instructed to Shelter-in-Place. Depending on the circumstances and nature of the emergency, the first important decision is whether to stay put or get away.

Whom to Contact in the Event of an Emergency

All personnel should know whom to contact in case of emergency. A list of all emergency phone numbers should be available to everyone and updated as assignments change. The list should be published with the OEP for the facility. This list should be included in the Go-Kit.

Building/Occupant Information

The OEP should contain specific information about the building's construction and its occupants in narrative form or on a Building Information Sheet and Occupant Information Sheet. Floor plans should be included, with evacuation plans clearly marked.

Go kits

To be prepared for various types of breaches of security or different types of emergencies, the mail center should have a "go kit." At a minimum, this should consist of COOP checklists (see Section XII below, key contact lists, diskettes or CDs with critical files, any specialized tools that are routinely used, maps to alternate sites records, and any other information and equipment related to an emergency operation. A "go kit" should contain those items considered essential to supporting contingency operations at an alternate site. You should designate a key official and one or more alternates to pick up the kit in an emergency. You should also keep a duplicate go kit at your backup facility.

VIII. Review of the Security Plan

Initial Review

An excellent method of ensuring that your plan is complete is to have it reviewed by external resources. Examples include consultants, the Federal Protective Service, agency security service, and a peer review.

Annual Review

Once a year or if there are any changes, you should review all aspects of your security plan. Pull them out, read through them, and consider carefully whether any aspect should be updated. Circumstances change, and the information on protecting your mail center and your agency continue to evolve as we travel together in this new world of homeland security. Re-evaluate your last rehearsal to determine any training needs that might have emerged as a result. Train your personnel and rehearse your plan.

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Conclusion

Although the mail center operates as the focal point for federal agencies, security policies and procedures for the mail center are often overlooked. Security is critical to mail center operations – large and small. This Mail Center Security Guide was prepared by GSA with a team of experts to help you, as a mail center manager, and your coworkers keep your mail center safe and secure. Prevention is the key for keeping your mail center secure.

Like training, reviews should be continual. You should schedule annual reviews of your security program to be sure that it's up-to-date and complete.

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Appendix B – On Line Resources For Keeping Your Mail Center Safe

Excellent resources for additional information include:

U.S. Department of Labor (DOL), Occupational Safety and Health Administration (OSHA) – <http://www.osha.gov>

Workplace Risk Pyramid, OSHA – <http://www.osha.gov/bioterrorism/anthrax/matrix>

Centers for Disease Control (CDC) - <http://www.bt.cdc.gov>

Office of Personnel Management - publishes questions and answers on federal employees personnel issues, etc. - <http://www.opm.gov>

Federal Bureau of Investigation (FBI) – <http://www.fbi.gov>

Federal Emergency Management Agency (FEMA) – <http://www.fema.gov>

Bureau of Alcohol, Tobacco and Firearms (BATF) – <http://www.atf.treas.gov>

DA PAM 25-52, Mail Facility Security and Handling Suspicious Mail – http://www.usapa.army.mil/pdffiles/p25_52.pdf

Council on Foreign Relations - Homeland Security Questions and Answers on Biological Attacks - <http://www.terrorismanswers.com/security>

General Services Administration (GSA) – <http://www.gsa.gov>

GSA Mail Communications Policy Office - <http://www.gsa.gov/mailpolicy>

Suspicious Letters and Packages Identifiers - Now part of the National Guidelines on the GSA Mail Policy web site. Choose Mail Center Security and then Choose the National Guidelines. You will find a printable version under appendix c. <http://www.gsa.gov/mailpolicy>

GSA Federal Protective Service - <http://www.dhs.gov/dhspublic/> and type in Law Enforcement in the search tool.

Security Assessment – <http://www.oca.gsa.gov> (Note – you will need to obtain a password to use the resources on this site)

US Postal Service (USPS) – www.usps.com

USPS Suspicious Mail Alert Poster (downloadable) - <http://www.usps.com/news/2001/press/mailsecurity/security.htm>

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USPS and FBI Reward Poster - www.usps.com/news/_pdf/25m_poster.pdf

USPS Postal Inspection Service - www.usps.com/postalinspectors

Best Practices for Mail Center Security -
www.usps.com/news/2001/press/mailsecurity/pr01_isbestprac.htm

The following publications are available from the US Postal Inspection Service:

Identify Theft Brochure - (Publication 280) -
[Www. new.usps.com/cpim/ftp/posters/pos265.pdf](http://www.new.usps.com/cpim/ftp/posters/pos265.pdf)

Misleading Advertisements - Media Guidelines (Publication 257) -
www.usps.com/cpim/ftp/pubs/pub257.pdf

Consumer & Business Guide to Preventing Mail Fraud Publication 300A -
www.usps.com/cpim/ftp/pubs/pub300a.pdf

Bombs by Mail (Notice 71) - www.new.usps.com/cpim/ftp/notices/not71.pdf

Drugs by Mail (Poster 265) - www.new.usps.com/cpim/ftp/posters/pos265.pdf

Notice of Reward (Poster 296) - www.new.usps.com/cpim/ftp/posters/pos5.pdf

Some Things Were Never Meant to Be Mailed (Poster 76) - www.usps.com/postalinspectors/is-pubs.htm

Warning! Reusing Postage (Poster 5) - www.new.usps.com/cpim/ftp/posters/pos5.pdf

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Appendix C – Mail Center Security Checklist

This checklist was first developed in 2002 to assist federal agencies develop and determine the requirements for their security plans. Back by popular demand, this tool is provided to assist Mail Center Managers with the preparation of their security plans, and to aid in determining the security requirements for their mail center/facilities.

I. Inbound Mail Procedures

YES NO

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Written <u>Policies and Procedures</u> are available on how incoming mail is processed. |
| ☐ | ☐ | Incoming mail is isolated in an area where it can be inspected. |
| ☐ | ☐ | Delivery personnel have limited access to the mail center and are received at a Controlled area outside the mail center where possible. |
| ☐ | ☐ | Letters/packages for senior Agency officials are given extra attention and inspected closely. |
| ☐ | ☐ | A system is in place for accountable letters and packages (i.e. certified mail, UPS, FedEx, etc). Delivery is verified and only complete shipments are accepted. |
| ☐ | ☐ | Accountable mail is signed for (whenever possession changes) and is never left at an unoccupied desk or mailbox. |
| ☐ | ☐ | Incoming personal mail is not handled by the mail center (unless the exemption for your agency applies). |

II. Security Training

YES NO

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Basic security procedures have been developed and training has been provided. |
| ☐ | ☐ | Employees have been trained on how to recognize and handle suspicious packages/letters. |
| ☐ | ☐ | Procedures are posted on how to recognize suspicious packages/letters and staff trained. |
| ☐ | ☐ | Employees have been trained on the proper use of personal protection equipment, |

ANNEX U
INCOMING MAIL SECURITY PLAN

if it is being used.

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Employees are trained on the Occupant Emergency Plan and are regularly tested. |
| ☐ | ☐ | Training is regularly provided by the Facility Mail Managers through seminars, conference calls, and/or web based training. |
| ☐ | ☐ | Facility Mail Managers are aware of training available through other sources such as the General Services Administration and the U. S. Postal Service. |
| ☐ | ☐ | Mail centers rehearse various evacuation plans and/or scenarios. |

III. Physical Security

YES NO

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | The mail center is an enclosed room with defined points of entry or a defined space that is used only for processing mail. |
| ☐ | ☐ | Access to the mail center is limited to those employees who work in the mail center or have need for immediate access. |
| ☐ | ☐ | Visitors to the mail center sign a log and are escorted at all times. |

ANNEX V

TAKE-HOME LAPTOP POLICY

In support of Continuity of Operations Plans (COOP) and Continuity of Government, it is recommended that local government entities and jurisdictions develop and implement a Take-Home Laptop Policy. By issuing laptop computers to key personnel, we can ensure that administrative functions can be performed at an alternate site in the event of an emergency. The alternate site may be the employee's home or another designated area should the normal workplace become unusable due to a disaster.

This annex includes a sample Take-Home Laptop Policy that you can adapt to your particular organization.

ANNEX V TAKE-HOME LAPTOP POLICY

This Staff Laptop Computer Policy is a supplement to the (entity's) Employee Handbook. This policy applies to the use of all laptop computers on and off premises and staff members are expected to follow all of these policies when using the (entity's) laptop computers.

The (entity) has decided to allow staff to use the (entity's) laptop computers inside and outside (entity) property in order to provide Continuity of Government (COG) in the event of a natural or manmade disaster where access to the normal workspace may be limited. This is a direct result of our ongoing Continuity of Operations (COOP) Planning which is designed to enable the (entity) to continue to provide essential (entity) Government functions in an emergency situation. Such situations may include damage to infrastructure, utility outages, weather related incidents and pandemics. The (entity's) laptops are to be used as a productivity tool for (entity)-related business and communications. Staff members may use the (entity's) laptops for limited personal purposes subject to this policy, the (entity's) Acceptable Use Policy, and the (entity's) IT Department policies. Staff members also shall exercise appropriate professional judgment and common sense when using the (entity's) laptop computers. The laptops are available to department heads and their second in command as available.

All laptops and related equipment and accessories are (entity) property and are provided to the staff members for a period of time as deemed appropriate by the (entity's) administration. As a condition of their use of the (entity's) laptop computers, staff members must comply with and agree to all of the following:

- Prior to being issued one of the (entity's) laptop computers, staff members will sign the Laptop Acceptance Form and agree to all outlined policies.
- Staff members should take the laptop home after normal working hours, this will ensure that the laptop is available in case the employee is required to report to an alternate location due to an emergency.
- Staff members should NOT attempt to install software or hardware or change the system configuration including network settings without prior consultation with the IT Department.
- Staff members are expected to protect (entity) laptops from damage and theft.
- Each staff member is monetarily responsible for any hardware damage that occurs off (entity) premises and/or software damage (including labor costs).
- Staff members will not be held responsible for computer problems resulting from regular (entity)-related use; however, staff members will be held personally responsible for any problems caused by their negligence as deemed the (entity's) administration.

ANNEX V TAKE-HOME LAPTOP POLICY

- Staff members will provide access to any laptop computer, equipment, and/or accessories they have been assigned upon the (entity's) request.

General Laptop Use Rules

If you have important data on the laptop, you should back it up on your network folder if possible as a safety precaution against hard drive failure. The seconds that it takes to create a backup are well worth the frustration if/when the computer hard disk fails.

Since the laptop's keyboard and touch pad are permanently attached to the rest of the system, make sure that your hands are clean before using them. Because hand lotion is a major contributing factor to dirt and dust, please make sure your hands are free from lotion before using the computer. It is costly to change a laptop keyboard and/or touch pad that has been damaged by excessive dirt.

Do not place drinks or food in close proximity to your laptop.

Extreme temperatures or sudden changes in temperature can damage a laptop. You should NOT leave a laptop in an unattended vehicle.

When using the laptop, keep it on a flat, solid surface so that air can circulate through it. For example, using the laptop while it is directly on a bed can cause damage due to overheating.

How to Avoid Laptop Computer Theft

Due to size and portability, laptop computers are especially vulnerable to theft. Staff members should follow the rules set out below. A staff member will be held personally responsible for any (entity) laptop computers, equipment, and/or accessories that are stolen during the time they have been assigned to that staff member. Below are some tips on how to protect your laptop from being stolen.

1. Do not leave a laptop in an unlocked vehicle, even if the vehicle is in your driveway or garage. Never leave it in plain sight. If you must leave your laptop in a vehicle, the best place is in a locked trunk. If you do not have a trunk, cover it and lock the doors.
2. Be aware of the damage extreme temperature can cause to computers.
3. Carry your laptop in a nondescript carrying case or bag when traveling.
4. Do not leave a meeting or conference room without your laptop. Take it with you.
5. Never check a laptop as luggage at the airport.

If a theft does occur, immediately notify (entity's) Administration and the IT Department.

ANNEX V
TAKE-HOME LAPTOP POLICY

Laptop Policy Acceptance Form

I understand that all laptop computers, equipment, and/or accessories the (entity) has provided to me are the property of the (entity). I agree to all of the terms in the (entity's) Staff Laptop Policy, the (entity's) Acceptable Use Policy, and the (entity's) IT Department policies. I will return the equipment to the (entity) in the same condition in which it was provided to me.

I understand that I am personally responsible for any damage to or loss of any laptop computer and/or related equipment and accessories. In case of damage or loss I will replace or pay the full cost of replacement of the damaged or lost equipment with equipment of equal value and functionality subject to the approval of the (entity).

I will not install any additional software or change the configuration of the equipment in any way without prior consultation with the IT Department.

I will not allow any other individuals to use any laptop computer and/or related equipment and accessories that have been provided to me by the (entity).

I understand that a violation of the terms and conditions set out in the policy will result in the restriction and/or termination of my use of the (entity's) laptop computers, equipment, and/or accessories and may result in further discipline up to and including termination of employment and/or other legal action.

Signature _____ Date _____

Home Phone _____ Model _____ ID # _____

Items Loaned / Condition – *If used or damaged please make additional comments*

Item	Loaned		Condition		
Computer	Yes _____	No _____	New _____	Used _____	Damaged _____
Power Supply & Cord	Yes _____	No _____	New _____	Used _____	Damaged _____
Video Adapter	Yes _____	No _____	New _____	Used _____	Damaged _____
Surge Protector	Yes _____	No _____	New _____	Used _____	Damaged _____
Laptop Bag	Yes _____	No _____	New _____	Used _____	Damaged _____

ANNEX V
TAKE-HOME LAPTOP POLICY

Comments: (overall condition, scratched, dented, bent, missing keys, missing parts)



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Danielle O'Neal
 Director
Re: Discussion, Consideration and Possible Action on Adopting the 2040 Comprehensive Plan and Future Land Use Map (PC2021-01)

Request: Consider adopting a new Comprehensive Plan and Future Land Use Map for the City of Durant.

UPDATE: After the joint meeting with a couple of Planning Commissioners and City Council members, staff went through and made some adjustments to both the plan and the Future Land Use map, as guided by this meeting.

Background: A city's comprehensive plan is meant to be a guide of priorities and goals for the next 20 years. A comprehensive plan and future land use map is not something that will remain exactly how it is today and will shift and change as the city grows. It is also very likely that the goals and priorities will shift, both of which are reasons why it is crucial to ensure this plan is updated on a regular basis as those shifts occur. This current update of the Comprehensive Plan and Future Land Use map will provide an updated set of goals and priorities to aim towards. We all understand that the future is unknown, but it is very important to have a roadmap that provides goals and aspirations that we can aim towards. Additionally, by updating a comprehensive plan, the updating of the land use section of the code of ordinances will follow, so that the codes are better in line with the goals and aspirations of the City. After the adoption of a comprehensive plan, smaller urban, master or strategic plans are started, which will get into the specific regions or goals.

The Comprehensive Plan was started and a draft was submitted by IBTS around June of 2019. However, a Future Land Use Map was not started and there were several that brought up desired changes they would like to see within the Comprehensive Plan. Since that time, several public and staff meetings were held to gain further feedback. The process was slowed down a little when the Covid-19 Pandemic struck. However, staff was able to complete the Comprehensive Plan and made several changes, including creating an action item table rather than having the action items within the document itself. Staff was also able to complete a Future Land Use Map that includes a 3-mile buffer around the city limits. This buffer region can be used as a guide for the future, should these areas ever get annexed into the city limits.

Analysis: Staff was able to make several suggested changes that were proposed and help answer questions during a meeting with a couple of Planning Commissioners and City Council members. Staff also pulled out each of the action items and create a table that changes how the timeframes are given, does not have repetitive action items and also provides partners which can help with each of the goals that we would like to achieve. Improving our community is something that requires partnerships to achieve the goals and aspirations. There were other changes made within the Comprehensive Plan to give clarification, added in some items that would further help support the effort of several partners. Staff created a future land use map that incorporates mixed use, expands the CBD District and introduces mixed residential. When reading the Future Land Use Map, I'm showing some correlation between zoning types and the future land use designations for the residential and commercial areas below for your guidance. However, remember that a future land use map guides a zoning map, but is not a zoning map.

Mixed Residential: R1, R2, R3
 Low Density Residential: A1, R1, R4
 Low to Medium Density Residential: R1, R2
 Commercial: C0, C1, C2, C3
 Industrial: I1, I2

Hospital/Health: H1
Mixed Use Commercial/Industrial: C0, C1, C2, C3, I1, I2
Mixed Use Commercial/Residential: R1, R2, R3, C0, C1, C2, C3

Planning Commission / Staff Recommendation: Staff and Planning Commission recommends approval of the 2040 Comprehensive Plan and Future Land Use Map. The Planning Commission requests the addition of an action item to support and incentivize people living within the school districts in Durant.

Required Action: Hear this item and approve or deny the Comprehensive Plan and Future Land Use Map. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

Staff and Planning Commission recommends approval of the 2040 Comprehensive Plan and Future Land Use Map. The Planning Commission requests the addition of an action item to support and incentivize people living within the school districts in Durant.

City Staff Information / Action Follow-up, if Council authorizes this action:

Community Development
City Clerk
GIS

ATTACHMENTS:

1. 2040 City of Durant Comprehensive Plan Final Draft
2. Future Land Use Map



Photo by: Jason Ward

City of Durant

2040 Comprehensive Plan



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ACKNOWLEDGMENTS

Oden Grube, Mayor
John Dean, City Manager
Tim Rundel, City Manager (past)

City of Durant City Council

Oden Grube
Steve Brittingham
Humphrey Miller
Mike Morris
Danny Sherrer

City of Durant Planning and Zoning Commission

Kevin Keener
Whitney Kerr
Shane Knight
Drew Jackson
Clent Horner

City of Durant Community Development Department

Danielle O’Neal, Director
Matthew Nahrstedt, Director (past)

This plan would not have been made possible without the commitment, advice, and insights of the Envision Durant task force members, who selflessly devoted their time to the development of this plan. We thank them for their dedication to this important project.

Barbee Barber	Jeri Walker
Bill Sudderth	Jerry Combrink
Billy Waldell	Kathryn Vanderpool
Candy Horsley	Kevin Keener
Charles Bachmann	Linda Combrink
Clint McMahan	Linda Gray
Dale Goad	Mike Morris
Drew Jackson	Paul Buntz
Elizabeth Brittingham	Randy Downs
Geary W. Bestairs II	Tricia Clark
Jaque Wilson	Whitney Ker
Jeff McQueen	

We would also like to thank the Donald W. Reynolds Community Center & Library for the use of their facility throughout the planning process. Their generosity and hospitality is highly appreciated. Also, big thanks to the City of Durant Fire Department for volunteering their time and excellent hot dog grilling skills at the meetings.

FROM THE MAYOR

Dear Citizens of Durant,

I am honored to present to you the City of Durant 2040 Comprehensive Plan, "Envision Durant." Supported by a clearly articulated set of key performance areas and strategic objectives, the Envision Durant 2040 vision statement identifies the right choices to move Durant forward toward a sustainable future.

This document represents our collective vision for the future and is the product of a year and a half of dedication and commitment from residents, City Staff, the Planning Commission, and the consultant team, IBTS. This document sets the course for improved sustainability and for moving Durant forward into the future as a thriving, resilient, evolving, and equitable community that supports our values.

The success of this plan will depend on your continued support and participation. The plan places priority on actions and initiatives that we can work on together to strengthen our neighborhoods and business districts. It urges us to tackle small projects that, when combined, make significant differences in the quality of life and economy, now and tomorrow.

Durant is a progressive, forward-thinking community. Durant is a great place to earn a living, raise a family, and enjoy life. Our legacy is one of hard work, enterprise, cooperation and loyalty to this great place we call home. We must all work together to realize the future that we have collectively envisioned.

I thank you all for your hard work and continued support to build a sustainable future for Durant. I look forward to working with you to implement the strategic objectives contained within this plan as we Envision Durant and all of the great things to come.

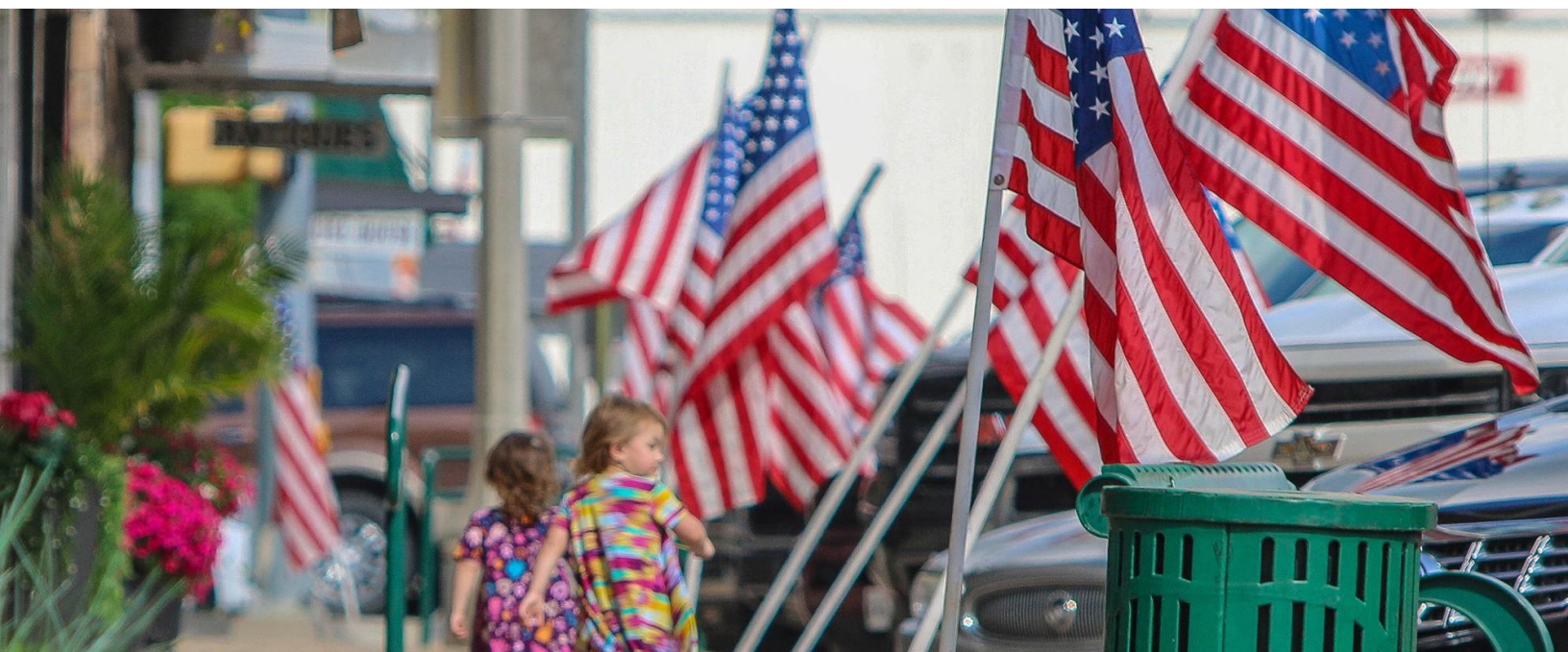
Sincerely,



Oden Grube, Mayor
City of Durant, Oklahoma



Executive Summary



The Wall That Heals in Downtown Durant by Matt Swearingin

Introduction

As time moves forward, so shall Durant. As the community grows it will face both opportunities and challenges in many forms. By exploring these possibilities now, we hope to better anticipate our future. This comprehensive plan update is meant to be used on a daily basis as a guide for elected officials, City staff, residents, business owners and potential newcomers, allowing them to make well-informed decisions related to issues such as land use and transportation. These types of decisions can greatly impact the community's growth and physical development as well as its quality of life. More importantly, those decisions will be based on the community's vision for the future. The vision from this plan looks toward the future approximately 10 to 20 years from now; however, it is strongly recommended that the community's vision and this plan be revisited every five to seven years to ensure that it remains consistent with the ever- changing values and concerns of the community. It is also important to note that due to the important nature of comprehensive planning, the State of Oklahoma has established laws that allow municipalities to have the power to regulate land use; however, that power exists only if such regulations are based on an adopted comprehensive plan (Oklahoma Revised State Statutes Section 11-43-103).

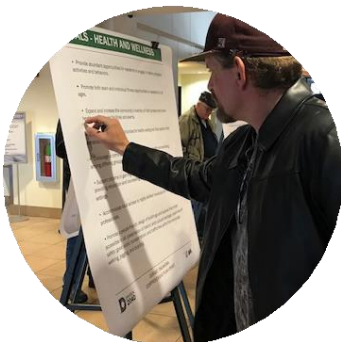
This comprehensive plan, once adopted and implemented, will also strengthen partnerships between public and private entities. This partnership can achieve far more for both parties than either acting alone. An important premise of an effective comprehensive plan is that it creates "win/win" situations for the public and private sectors, for old and new neighborhoods, urban development and open lands conservation, and fiscal integrity and enhanced quality of life.



Why Now?

Much has changed since Durant adopted its last Comprehensive Plan in 2002. The Durant of 2019 is facing a growing, increasingly diverse population and tremendous housing and infrastructure pressures due to thriving industry and plentiful job supply (6.6% 2016 unemployment rate; U.S.: 7.4%). With growth comes change, and City leaders should look to the comprehensive plan to guide decisions related to future land use and development in the community.

This comprehensive plan will help safeguard our community's collective goals and values. Our Durant community values the City's unique history, downtown charm, neighborhood character, and demographic diversity. Concern about the impact of new growth and how to accommodate the needs of a diverse and growing population have pushed the need for comprehensive, community-wide planning to the forefront. Effective planning that addresses the needs of the different sectors and groups that make up the Durant community can help the city grow efficiently while protecting existing assets and accommodating change. Successful communities do not just happen; they must be continually shaped and guided. A community must actively manage its growth and respond to changing circumstances if it is to continue to meet the needs of its residents and retain the quality of life that the citizens of Durant expect and deserve.



What is the process?

Project Kickoff

This task laid the foundation for the planning process by refining the specifics of the project, including the key topic areas, project schedule and project logo. Task forces for the key topic areas were formed and their role in the planning process was determined.

First Open House Meeting

Public engagement is integral to the success of the Durant comprehensive plan update. During this first set in the public engagement process, we performed a SWOT Analysis to identify Strengths, Weaknesses, Opportunities, and Threats facing the community in each of the topic areas.

Existing Conditions Assessment

During this task, data collection to support the development of the plan was conducted. A solid plan needs quantitative data such as demographic, employment and housing patterns.

Second Public Workshop

During this informal public open house, residents were invited to review, discuss and vote on key elements of the comprehensive plan to determine which visions and goals are important to the community to address over the next twenty years. Residents had the opportunity to view displays and talk with staff one-on-one.

Drafting of Goals, Policies & Actions

The next step in the process was to establish the specific goals and objectives of the plan. This task required significant input from task force members, residents, business owners and City staff.

Third Public Workshop

During this meeting residents had the opportunity to review the current land use plan and land use patterns of Durant in order to develop a land use map according to their ideas and opinions for future growth and changes in the community.

Drafting of Comprehensive Plan Update

Finally, it's time to start drafting the plan! During this time, the team organized chapters focused on the key topic areas. These focus on providing the reader with an explanation of the topic area's purpose, as well as an overview of the specific goals and objectives contained within the key topic area.

Public Review & Final Plan Adoption

This is the last step in the process, where the plan is presented to the Planning Commission at a public hearing. Once adopted by the Commission, the plan is forwarded to the City Council for consideration and final adoption.

Once the plan is adopted, the real work begins. Implementation requires commitment and accountability, as the plan has been written with the goal of fostering change. In order to do so, impacts of the plan must be measured and updated accordingly.





History

The City of Durant is located approximately 90 miles north of Dallas/Fort Worth and is situated on approximately 17,152 acres (26.8 square miles) in Bryan County. First established in the early 1870s, Durant is the second largest city within the Choctaw Nation and boasts a vibrant downtown and strong sense of community, and offers abundant recreational and entertainment choices.

The first step in assessing a community's needs is to understand the people who live there. This information becomes one of the benchmarks against which we can measure plan implementation and success. In order to paint a comprehensive picture of who is living in Durant, the demographic assessment relies on data from a variety of sources and methodologies. Unless otherwise noted, the following data is from 2017 estimates of the U.S. Census Bureau's American Community Survey. The following is a summary of findings:

Population:

The City of Durant has experienced modest but constant growth throughout the City's history. The 2017 Census indicated a total population of roughly 17,198, with a median age of 32.3 years. The population is 51.5% Female and 48.5% Male. The average household size is 2.21, slightly lower than the average in Oklahoma (2.27) and nationally (2.37).

Race:

White: 71.4%, American Indian and Alaska Native: 14.6%, Hispanic or Latino: 7.9%, Black or African American: 2.2%, Asian: 0.5%, Two or more races: 6.1%.

Housing:

Total housing units: 7,769, Total occupied housing units: 6,707, Total vacant housing units: 1,062.

Poverty:

14.6% of people are living in poverty (compared to Oklahoma at 16.2%; and the U.S. average of 23.7%).

Educational Attainment:

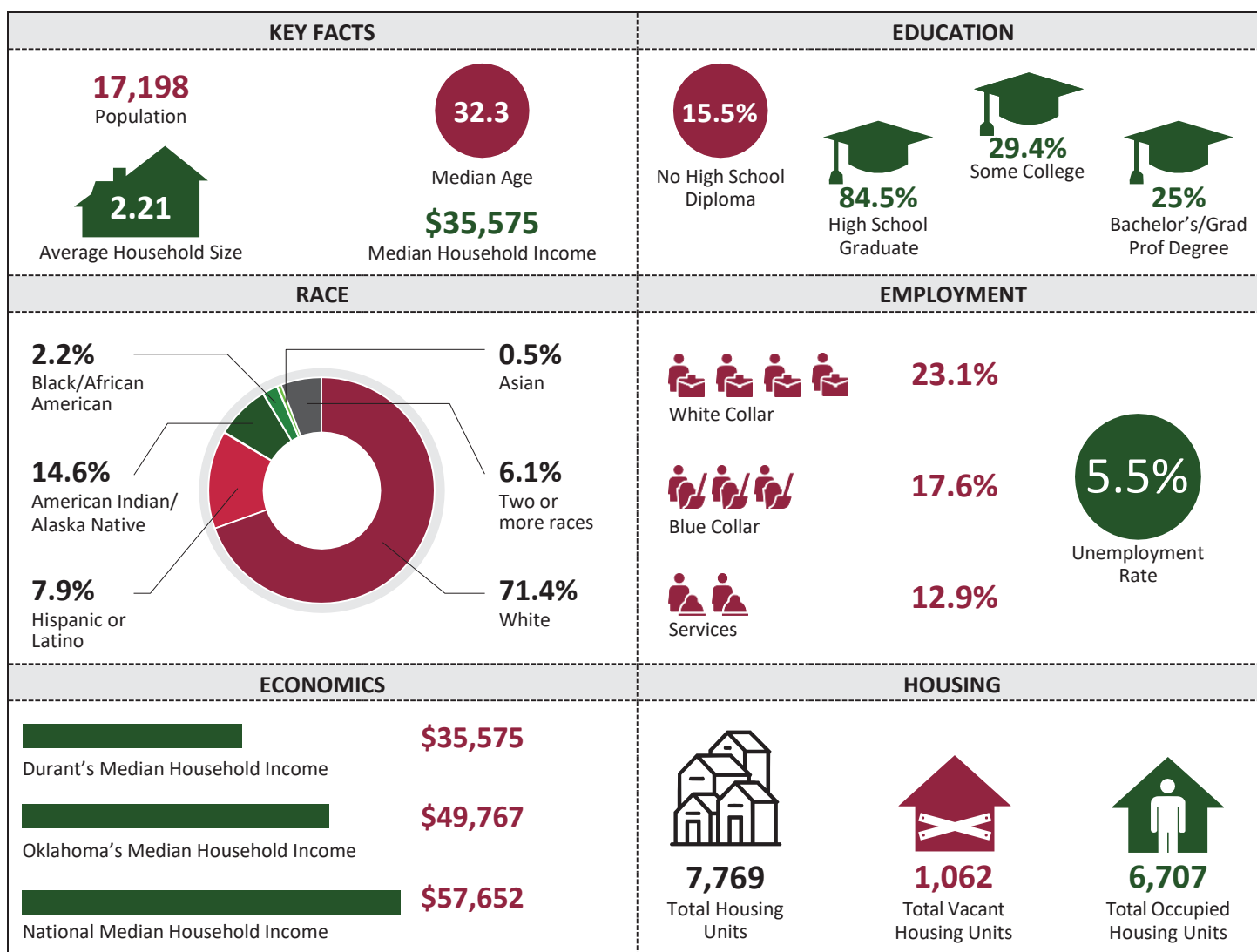
84.5% of Durant residents are high school graduates (Oklahoma 87.5%, U.S. 87.3%). 25% of Durant residents have a Bachelor's degree or higher (Oklahoma 24.8%, U.S. 30.9%).

Employment and Occupations:

The largest employment industry in Durant is educational services, and health care and social assistance which employ roughly 22.1% of the population. The second largest industry – arts, entertainment and recreation, and accommodation and food services – employ 18.6% of the population. The third, retail trade, employs roughly 13.3% of the population.

Economics:

The estimated median household income in Durant in 2017 was \$35,575, which was quite a bit lower than Oklahoma’s national median household income of \$49,767 and the national median household income of \$57,652.



Community Values

Community values are the core principles the community's citizens wish to maintain. These values overlap and are mutually inclusive. They must be acknowledged and constantly defended to ensure that change and development align in accordance with these core principles. These values guide the community's vision and mission, as well as its goals, objective, activities, capital improvements, levels of service and budgets. Illustrated on the facing page are the core values. The list are only examples of what these values might represent.

Community Values Represent

- Walkable, attractive streets and public spaces
- Safe, convenient and flexible transportation systems
- Excellence in educational and cultural services
- A safe, nonthreatening community
- A culture of excellence and kindness
- Community wellness and health
- Environmental stewardship
- Enhanced community pride
- Innovation, creativity and entrepreneurial opportunities
- Healthy economy and fiscal responsibility
- Local and regional partnerships



Photo by: Matt Swearengin





Community Vision:

Durant thrives! Durant is a vibrant, modern community, the community of choice, offering outstanding quality of life for all generations. Durant has a strong sense of pride. Residents honor the past, treasure the present, and responsibly shape the community's future.

The government is fiscally sound and provides top-quality public safety and services responsive to community requirements. They have trust and peace with city governance and as a result, feel safe and secure. Preserving the "Old Durant" while advancing to a "New Durant" makes it a community so rich in character and opportunities that no citizen can imagine a better place to live.

Durant has some of the best dining and night life around. It is well maintained with great streets. It is lush in greenery and citizens are environmentally aware. Families are healthy and happy and utilize the community to walk, run, bike and enjoy their time together. Citizens are diverse, well-educated, motivated, and above everything, they care.

Key Performance Areas

The comprehensive plan consists of seven key performance areas. Each chapter identifies primary challenges facing the community for that topic area, followed by goals to address those challenges.

.....



ECONOMIC DEVELOPMENT - How to create a strong local economy by attracting new businesses and maintaining successful, resilient businesses, which is essential to the social, cultural and financial vitality of the City of Durant.



LAND USE - How land use policy decisions impact the City's preferred settlement patterns, design qualities and the daily lives of its residents.



HOUSING - How to facilitate the provision of safe, high-quality and affordable housing options to meet the needs of the present and future residents of the City, while preserving and enhancing the community's physical and social fabric and cultural diversity.



TRANSPORTATION - Durant will sustain itself through the support of community led investments and city led improvements. With the community raising the necessary funds to support ongoing infrastructure needs. Durant will prioritize the transportation and infrastructure needs, while also focusing on multimodal infrastructure.



NATURAL RESOURCE MANAGEMENT & OPEN SPACE - How ecosystem integrity and biodiversity are protected systems and how to provide direction for future actions that will improve natural resource management in Durant.



QUALITY OF LIFE - Focuses on creating a place where people want to live, work and play. Durant wants to be an attractive, family-friendly, safe, healthy and diverse community, improving the opportunities for housing choices and creating "sense of place" throughout the City.



HEALTH AND WELLBEING Creating accessible, equitable opportunities to meet the physical, mental, spiritual and social needs of the community to improve quality of life and wellness.



Photo

by: Matt Swearingin

“Coming together is a beginning; keeping together is progress; working together is success.”

— Henry Ford

Economic Development

Economic development is the sustained, concentrated actions of policy makers and local governments that promote the improvement of a community’s economic well-being and quality of life. Economic activity is the central, most important part of any community. A strong economy provides opportunities to all citizens by creating jobs, increasing business opportunities, and creating a tax base that provides funding for schools, parks, public facilities and other community services. The City of Durant’s approach to current and future economic considerations can strategically position the City long term as a quality place to live and conduct business – both of which are crucial elements to retaining and recruiting the next generation of residents.

Durant envisions a healthy and resilient economy with an emphasis on fostering innovation and entrepreneurship, growing and attracting primary employers, maintaining a well-rounded tourism industry, and supporting and strengthening existing businesses. Additionally, Durant wants to be seen as a place with a high quality of life, excellent educational and medical services, and the amenities that make it an all-around great place to live and raise a family. The community’s economic success will be accomplished through strong partnerships between the City and the

private and nonprofit sectors. Working together with such entities as the Durant Industrial Authority, Imagine Durant, the Choctaw Nation of Oklahoma, the Durant Independent School District, and the Medical Center of Southeastern Oklahoma, among others, we will create a network to move the community forward.

Like other fluid systems such as transportation and energy, Durant’s economy is dynamic, interdependent and constantly influx. It doesn’t adhere to municipal boundaries and is driven by internal as well as external forces. To be successful, economic development must function as part of the whole socio-economic environment. Economic growth and sustainability are essential to Durant’s future and will determine how the City evolves and redevelops in the coming years.

Economic development does not happen on its own. It requires a deliberate and proactive strategy developed through a public engagement process involving a diverse group of citizens and stakeholders to articulate community values and preferences for growth and development. The goal of this chapter is to discuss goals, strategies, action steps, and resources to grow and diversify the City of Durant’s economy.

GOALS	STRATEGIES
The economic health of the community will be sustainable.	• Promote the revitalization of all economic sectors within Durant, including neighborhoods and downtown. • Foster opportunities that encourage private investments and partnerships within the community. • Create a focus on tourism in the downtown, and make the downtown more inviting to university students and visitors. • Promote education and technical training of the workforce to encourage job skill advancement and increased wage levels. • Grow and retain employment opportunities in the City by executing strategies to encourage businesses and industries that exemplify the overall character of the community. • Promote the creation of affordable and diverse housing options close to employment in order to facilitate workforce retention and multimodal options.
Continue to support efforts to renovate, rebuild, build and expand the downtown core by increasing the amenities in the downtown – including hotels, entertainment, restaurants, mixed-use development and other compatible uses – in a manner that is harmonious with the historic character and existing uses.	• Implement a historic preservation-based approach to economic development within the downtown core. • Promote new housing and mixed use development. • Promote and enhance the use of the downtown as a center for social interaction, entertainment and arts and culture activities. • Make the downtown a space oriented for those biking and walking, including pedestrian mall and enhanced crossings and intersections, while allowing for all modes to access the core.
Support the efforts of public and private organizations to diversity the local economy.	• Collaborate with the business community to develop policies and planning to support economic development and opportunities. • Strategically coordinate land use, infrastructure and multimodal connectivity to facilitate opportunities for vital areas to flourish.

GOALS	STRATEGIES
Support cultural amenities as an important contributor to our economic health and as a reflection of the importance of the arts and our heritage.	- Enhance historic resources through preservation and the inclusion of heritage daily life. - Protect historic landmarks and significant cultural features to the extent reasonable feasible. - Promote and encourage the growth of cultural development and participation.
Encourage opportunities for residents to shop locally and help incentivize local businesses.	- Promote the revitalization and growth of Durant. - Continue to support efforts to renovate, rebuild, build and expand the downtown core.
Expand recreational, cultural and entertainment opportunities to increase local tourism.	- Continue to promote and expand local projects and programs that attract both tourist and local community members. Examples would include the Nowa Oka Trail and expansion of the trail system, the Oklahoma Shakespearean Festival and the Magnolia Festival to name a few. - Continue to promote the creation of an Artist District, art incubator or maker space center.
Promote efforts to further establish Durant as a destination and ideal place for new businesses and industries.	- Cooperatively amplify the community's rich recreational and cultural heritage. - Enhance and expand partnerships to promote the community and its amenities. - Ensure multimodal access to employment centers and develop efficient transit networks. - Encourage affordable and diverse housing development near major employment centers to reduce travel time to work. - Assist in identifying and preserving key undeveloped industrial parcels in order to provide appropriate sites for future industry. - Convert some downtown buildings into classrooms, housing and other university presence.
Southeastern Oklahoma State University and the Choctaw Nation will continue to be major factors in the community's economy.	Encourage cooperative land use and transportation planning and collaborative public space activation to promote economic development opportunities



“Cities have the capacity of providing something for everybody, only because, and only when, they are created by everyone.”

— Jane Jacobs

Land Use

Land use planning influences the type and character of development in Durant, as well as the City’s ability to provide and sustain essential urban services. The type, quality and amount of new development and its required urban services can affect attainment of community objectives such as quality of life, sense of place and uniqueness, and a strong local economy. The comprehensive plan and its implementing regulations are important policy and regulatory tools needed to achieve the above, and other, community objectives. They are also essential to guide cooperation, coordination and partnerships with other agencies that have a stake in the overall well-being of the community. In general, land uses should be efficient and sustainable; support a multi-modal transportation network; provide a variety housing choices conveniently located near jobs, schools, shops and parks; prevent sprawling development; minimize conflicts between incompatible uses; and integrate development with existing and planned infrastructure.

The City of Durant is characterized by a broad mix of land uses, ranging from agricultural land to heavier industrial uses. In general, it can be described as a traditional small-town pattern, consisting of a downtown core of shops and offices, surrounded by housing that decrease in age and density moving outward. The City’s

northern boundary is defined by Lake Durant and the southern boundary is defined by the Durant Regional Airport. Existing commercial development is concentrated primarily along large thoroughfares, including U.S. Highway 69/75 and U.S. Highway 70. There are infill and redevelopment opportunities concentrated in these areas as well.

The goals and policies contained in this chapter establish the legislative policy basis for Durant’s land use planning program. The program includes the Durant Municipal Code, regulatory maps, special area plans, etc. In addition, these policies establish important criteria to be used when initiating regulatory changes or reviewing and developing code, map, and policy amendments. The policies also provide guidance on when and how to update the comprehensive plan and state the City’s commitment to coordinating the development and maintenance of its land use program with other affected agencies and jurisdictions.

LAND USE

GOALS	STRATEGIES
Discourage a sprawling land use pattern by establishing well-defined growth boundaries.	• Promote the revitalization and growth of Durant, including neighborhoods and the downtown. • Maintain and enhance community infrastructure to support revitalization and anticipated growth. • Adopt a citywide structure of neighborhoods, districts, corridors and edges as a means of creating identifiable places and sense of place. • Direct future development toward mixed-use neighborhoods and districts to promote compact development patterns.
Promote the infill of existing vacant parcels.	• Use subarea plans to identify targeted areas for redevelopment and infill activity. • Develop standards and guidelines to promote infill and development of mixed-use projects. • Promote, encourage and stimulate (when possible) compatible infill within targeted redevelopment areas. • Assess the effect and, if necessary, modify policy and regulations related to infill development cost to achieve an appropriate balance between affordability and other objectives, such as urban design quality, community character and public safety.
Provide opportunities for the redevelopment and revitalization of existing underutilized commercial and industrial areas to promote economic growth, while improving the aesthetics of the community.	• Create subarea plans to identify targeted areas for redevelopment and infill activity. • Develop standards and guidelines to promote redevelopment and revitalization of underutilized areas. • Assess the effect and, if necessary, modify policy and regulations related to infill development cost to achieve an appropriate balance between affordability and other objectives, such as urban design quality, community character and public safety.
Encourage live/work development opportunities.	• Use subarea plans to identify targeted areas for redevelopment and infill activity. • Develop standards and guidelines to promote the development, redevelopment and revitalization of underutilized areas as live/work developments. • Promote, encourage and stimulate (when possible) compatible infill within targeted redevelopment areas. • Assess the effect and, if necessary, modify policy and regulations related to live/work developments.

LAND USE

GOALS	STRATEGIES
Durant is a city of cohesive, distinct, diverse, attractive and safe neighborhoods.	• Preserve residential character through neighborhood planning, assistance to neighborhood organizations, and supportive regulations. • Design policies for residential buildings and neighborhoods that are intended to emphasize creativity, diversity and individuality. • Require development proposals to show that the development contributes to a neighborhood in terms of interconnecting streets, schools, parks, commercial centers and open space, to the extent possible. • Form neighborhood edges using features shared with adjoining neighborhoods, such as streets, open space and other features like streams or channels. Landscaped outdoor areas and trails may be used to create an attractive edge. • Connect neighborhoods through a network of walkways and bike paths. Provide connections in the pedestrian network every 400 feet. Provide direct walkway and bikeway routes to schools. • Consider having block perimeters every 1200 and 2000 feet. • Make all parts of the community accessible to all citizens.
Promote adequate residential densities to support existing and future commercial centers.	• Retain existing affordable housing stock through conservation efforts of older residential neighborhoods. • Assess the effect and, if necessary, modify policy and regulations related to infill development to achieve an appropriate balance between affordability and other objectives, such as urban design quality, community character and public safety.
Work cooperatively with local governments and organizations to promote and encourage positive growth and development patterns.	• Seek opportunities to modify land use regulations and permit processes to be consistent, predictable and efficient. • Support and encourage private development by offering incentives and reducing local governmental barriers, when possible.



“The ache for home lives in all of us, the safe place where we can go as we are and not be questioned.”

— Maya Angelou

Housing

Housing is very important for Durant and the people who live here. Studies have shown that in addition to being a place to sleep, relax and keep possessions, decent shelter is important for one’s self-respect. People who take responsibility and pride in their homes are also more likely to participate in community and civic activities. In addition to its social importance, housing plays a critical role in local economies in the form of property taxes. By considering housing-related issues as part of the comprehensive planning process, Durant can be better prepared to meet its future housing needs.

The cornerstone of a city’s quality of life is its housing opportunities and neighborhood character. Offering a diverse mix of housing in cost, unit types and neighborhood settings is important to meet the needs and preferences of all residents. When it comes to housing, one size does not fit all. Each person seeking a new place to call home must find a suitable match between price, location, housing type and lifestyle, which can be a daunting task. A sustainable housing market that allows for a mix of housing options – such as mixed-use residential units, accessory dwelling units (ADUs), co-housing, duplexes and quadplexes and small lot urban estates – provides a window of opportunity to embrace new design, rehabilitate existing neighborhoods and create a more diverse and affordable housing stock that meets the

needs of all current and future residents of Durant.

Neighborhoods

Neighborhoods are the fundamental social units of a community. They are more than a simple collection of homes. A neighborhood’s physical characteristics, aesthetics, level of security and sense of community all have a major influence on its resident’s quality of life. Proper planning is critical to support strong neighborhoods and provides the foundation for quality future residential development that fosters neighborhood character while meeting homebuyers’ expectations. Neighborhood character can be improved rather easily through small touches such as attractive signage and streetscape, well-maintained homes and yards, and proactive code enforcement. Additionally, neighborhood character can be improved by adding entrance, gateway and exit features that are easy to spot and create a sense of arrival. Interactive features such as public art, neighborhood kiosks, and/or library boxes can open the door for community expression and foster placemaking and pride among residents.

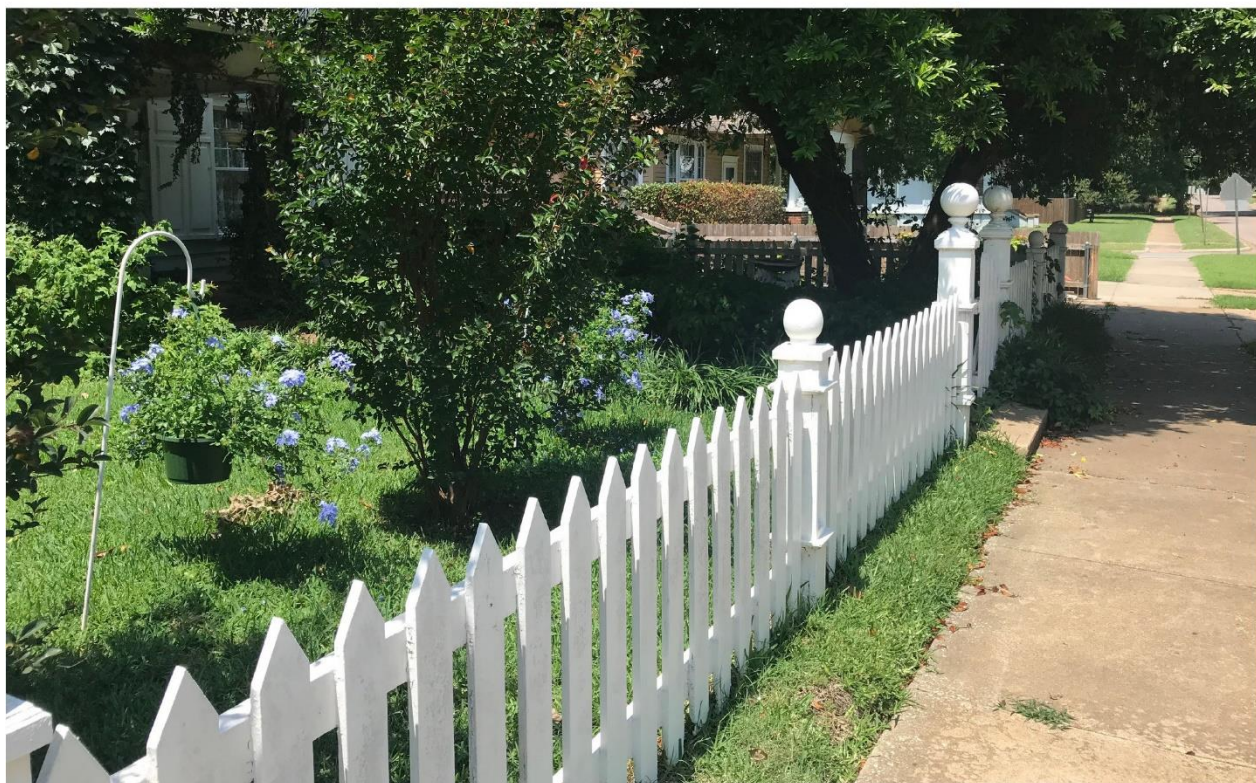
HOUSING

This Housing Chapter provides a framework for promoting a diverse and affordable housing supply, protecting and improving the health and livability of the City's neighborhoods, and making adequate provisions for the current and projected housing needs of all socio- economic segments of the community. The City must develop housing that is affordable to residents of all income levels – from those who are homeless, to low-income and workforce families, and those earning higher

wages. This chapter focuses on providing principles and policies to address housing and neighborhood livability to support a vision for the community that provides opportunities for residents to live in safe, habitable neighborhoods, and addresses the household composition needs that change over time.



HOUSING



GOALS	STRATEGIES
Create adequate public facilities, services and infrastructure to serve existing development and new growth.	- Promote the revitalization of all sectors within Durant, including neighborhoods and the downtown. - Foster opportunities that encourage private investments within the community. - Promote the creation of affordable housing opportunities closer to places of employment to facilitate the retention of workforce.
Promote opportunities for redevelopment, revitalization and growth in targeted areas.	- Implement a historic preservation-based approach to development within the downtown core. - Promote new housing and mixed-use development. - Promote and enhance the use of the downtown as a center for social interaction, entertainment and arts and cultural activities. - Make the downtown a space oriented for those biking, walking, including pedestrian malls and enhanced crossings and intersections, while allowing for all modes to access the core.
Develop safe, attractive and diverse neighborhoods that enhance the overall character of the City.	- Collaborate with the business community to develop policies and planning to support development and opportunities. - Strategically coordinate land use, infrastructure and connectivity to facilitate opportunities for vital areas to flourish.
Create quality and accessible housing options for all household types and income levels.	Encourage the construction of diverse housing options within neighborhoods, ranging from multi-family units to single-family units, on a variety of lot sizes.

HOUSING

GOALS	STRATEGIES
Preserve and enhance existing historic housing.	• Enhance historic resources through preservation and the inclusion of heritage in daily life. • Protect historic landmarks and significant cultural features to the extent reasonably feasible. • Promote and encourage the growth of cultural development and participation. • Promote the revitalization and growth of Durant.
Encourage efforts for public and private organizations to provide new affordable units and encourage the formation of partnerships to implement these policies .	• Accommodate a wide variety of culturally appropriate housing types throughout the City to support residents at all stages of life and levels of ability .



“If you plan cities for cars and traffic, you get cars and traffic. If you plan for people and places, you get people and places.”

— Fred Kent

Transportation

To be a thriving community, Durant will need to improve the walkability and bikeability of the community. It will be essential to provide linkages to connect neighborhoods with amenities, such as schools, trails and parks. Residents desire walkable access to areas where they work and play. More regional trail improvements are already identified, including connecting the existing trail system to the Nowa Oka Trail. This connection will not only serve the demands of the community, but will also provide an economic benefit by attracting additional tourism to the area.

By acknowledging that bicycle and pedestrian travel are practical modes of transportation, the community will show dedication to improving their existing transportation system so that accommodates more modes of travel. Development and implementation of a “Complete Streets Policy” will help to achieve the community’s vision of walkability and bikeability. Ensuring streets are planned, designed and operated as multi-modal will ensure a transportation system that balances access, mobility, safety and emergency response.

Context-sensitive design is critical as the community moves into the future. This will allow projects to be designed with careful consideration for the projects’ settings. This ensures that transportation projects consider all modes as well as prioritize and honor environmental, aesthetic and historic values of the area.

As one of the fastest growing communities in the state, Durant finds itself with a unique opportunity to become a leader as it improves access and mobility across the community. However, in order to lead by example, as Durant will need to identify and secure funding to accomplish these improvements – a challenge for municipalities across the State and the nation. Durant will need to be innovative in securing its funding mechanisms. For example, joining forces with local partners will improve chances for receiving state and federal grant funding. Durant could partner with the Bryan County Industrial Authority, Imagine Durant, the Choctaw Nation of Oklahoma, the Durant Independent School District and the Bryan County Turning Point Coalition to develop programs like Safe Routes to Schools and other transportation related programs. In addition to financial resources, citizen support for public improvement and infrastructure will be vital to making Durant’s transportation vision a reality.

TRANSPORTATION

GOALS	STRATEGIES
Create an affordable, accessible, low-energy, low-impact, and efficient transportation system through full integration of local and regional land use and transportation.	• Coordinate transportation operations, planning and improvements with the State, the County, neighboring jurisdictions and all transportation planning agencies to ensure the City's interests are well represented in regional planning strategies, policies, and projects. • Plan and coordinate with regional partners to create comparable land use designations. • Plan and coordinate with regional partners to create more walkable and bikeable areas. Plan for land use patterns and transportation systems that minimize air pollution and greenhouse gas emissions.
Create safe, reliable, convenient and effective multi-modal mobility and access for all.	• Adopt and implement programs and policies that improve safety and accessibility for multi-model transit for all users .
Develop transportation options that support a healthy lifestyle .	• Adopt and maintain policies, codes and land use patterns that promote walking, biking, public transportation that will connect to each other. • Adopt and maintain policies, codes, and land use patterns that promote walking, biking, public transportation accessible and affordable for all. • Adopt and maintain policies, codes and land use patterns that also promote social interaction to increase public health and the sense of place.
Encourage the use of alternate modes of transportation/mobility, including walking, bicycling and public transportation, to reduce the dependency on private automobile use .	• Design transportation infrastructure for all mode users, especially pedestrians, bicyclists and transit riders.

TRANSPORTATION

GOALS	STRATEGIES
Promote high-quality infrastructure that is accessible, equitable, efficient, cost effective and sensitive to the environment.	• Encourage the adoption and implementation of local policies and ordinances to fulfill Complete Streets concepts. • Adopt Complete Streets policies that include an implementation plan.
Establish sidewalks, bicycle lanes, routes, signage and trails throughout the community.	• Require pedestrian access within commercial development and ensure attractive and functional connectivity with the City's sidewalk network. • Provide pedestrian and bicycle accessibility to major activity and employment centers. • Incorporate trail development with street construction. Where possible, the trail should be detached and separate from the roadway .



“In every walk with nature one receives far more than he seeks.”

— John Muir

Natural Resource Management & Open Space

Natural resources are defined as those elements found in nature and include land, vegetation, wildlife, water systems and air. People value these resources because they directly contribute to the physical, mental and economic health and well-being of the community. Management of these resources affects the quality of life in Durant and the City’s commitment to development, sustainability and environmental stewardship. Natural resource management deals with managing the way people and the natural landscape interact and specifically focuses on a scientific and technical understanding of resources and ecology and the life-supporting capacity of those resources.

There are compelling reasons for placing natural resource management as a high priority in Durant. For example, without management, natural systems and features that can be community assets become liabilities instead. There is a clear connection between today’s daily activities that affect the environment and the quality of life that will be possible for future generations.

With an extensive parks system in place, many of the parks and amenities in Durant are outdated and not designed to sustainable standards. An updated Parks and

Open Space Master Plan could consider these deficiencies. Maintenance efforts could address the current condition of parks and a lack of adequate informational, educational and wayfinding signage. A Greenway System Master Plan could be executed to make planned connections a reality.

A current comprehensive assessment and GIS-based inventory of all natural resources does not exist and could be established. This action will allow for the development of updated natural resource management policies and will uncover critical needs and priorities.

Durant enjoys potable water from the City and Rural Water Districts and must continue to maintain infrastructure to support such. Public lakes and rivers should be managed for better fish and wildlife habitat. Having stormwater management practices and an agreement with the Rural Water Districts and the Choctaw Nation for sewer treatment expansion in place could be essential tasks.

GOALS	STRATEGIES
Strive to be responsible stewards of the natural environment through initiatives such as improving air and water quality, conserving resources and reducing solid waste.	• Promote a citywide reduction in air pollution emissions over the long term and evaluate the implementation of a comprehensive Air Quality Plan. • Develop and adhere to water quality standards, treatment practices, low-impact development stormwater quality practices, and procedures to provide the highest level of health protection that can be realistically obtained. • Encourage and possibly incentivize efficient energy consumption or renewable energy resources. • Apply cost-effective pollution prevention and zero-waste strategies that will help protect environmental resources .
Develop strong waste reduction and management programs and protect the community from all forms of hazardous materials .	• Apply cost-effective pollution prevention and zero-waste strategies that will help protect environmental resources .
Preserve and restore the natural character of creeks, streams and other valuable environmental features .	• Recognize and manage floodplains with intent to provide balance between environmental protection and economic development. • Design flood control, drainage functions and stormwater systems to minimize the introduction of human caused pollutants. • Encourage private landowners and organizations to integrate creeks, streams and other valuable environmental features into new development and to protect, restore or enhance privately owned open space .
Expand trail systems along drainages and riparian areas .	• Revisit the citywide trail system plan to further enhance and ensure feasibility of the entire trail system. Ensure they include on- and off- road bicycle transportation facilities. • These facilities should provide for enjoyable and scenic bicycling routes. • Implement off-street, multi-use trails to complement the on-street network and improve transportation, while mitigating impacts on wildlife and native plant communities.

OPEN SPACE AND TRAILS

GOALS	STRATEGIES
Create a comprehensive balanced system of parks and open spaces that include public parks, trails, recreational facilities, and urban streetscapes.	• Provide the community with a variety of recreational opportunities through a diverse and interconnected system of parks, trails and open space. • Design public spaces, such as plazas, streetscapes, parks, trails and gateway landscapes, to be functional, accessible, attractive and safe. • Design street systems with consideration to the visual character of the community. Street layout will contribute to the character, form and scale of the City.
Establish a range of recreational facilities and programs that serve all levels of physical ability and ages.	• Provide the community with a variety of recreational opportunities through a diverse and interconnected system of parks, trails and open space. • Disperse trails along creek, stream and drainage corridors throughout the City to provide public access and link neighborhoods, schools, parks and commercial areas where compatible with the natural habitat values. • Design street systems with consideration to the visual character of the community. Street layout will contribute to the character, form and scale of the City. • Ensure recreational facilities and programs provide basic access and functionally for people of all ages and widely varying mobility and ambulatory-related abilities.
Preserve and protect valued open space and natural resources through an active, comprehensive program and innovative protection techniques.	• Develop and maintain an inventory and assessment of open space and natural features within the area to aid the City and public with information related to preservation and protection of natural resources, including management of publicly owned lands. • Manage conflicts between citizens and natural features through site design, public information and education. • Promote understanding and enjoyment of local parks and open space through site-appropriate recreational activities, formal and in-formal education and interpretive programs.



*“Great places are not created in one fell swoop,
but through many creative acts of citizenship.”*

— #thinkLQC

Quality of Life

Quality of life is the general well-being of individuals and societies that includes the standard of health, comfort and happiness. Urban planning has historically focused on tangible resources such as land or housing. Strong communities, however, are more than a collection of streets and buildings. These communities provide places for citizens to gather, interact, learn, pursue common interests and discover new things. These resources help citizens to learn from and preserve their history, enhance their present quality of life, and prepare for the future.

A part of the quality of life includes placemaking. The term “placemaking” is a classic planning and development concept to describe a community oriented approach to designing the built environment by activating public spaces. A sense of place describes human relationships with particular areas through perceived emotions, relationships, memories, stories and personal experiences. Placemaking is key to retaining and advancing excellent quality of life in Durant and is necessary for creating and sustaining great spaces. The City’s ability to create inviting environments that foster community and communication among people outside of home and work is crucial to improving the quality of life among all residents.

The City of Durant is committed to providing a high quality of life for its citizens, which has a direct correlation to the community’s ability to engage residents, enhance public spaces and contribute to healthy, sustainable practices and opportunities. Durant is fortunate to have a wealth of community resources that contribute to a high quality of life for its residents. These resources include community events, such as the Magnolia Festival; private clubs and organizations, such as the Durant Young Professionals group; and numerous recreational and wellness opportunities, among others.

The City of Durant seeks to continue providing opportunities for leisure and amenities consistent with a high quality of life.

GOALS	STRATEGIES
Develop adequate public facilities, services and infrastructure to serve existing development and new growth.	• Review investments in services and capital facilities comprehensively and within a framework that balances and evaluates costs with relative importance of competing needs. • Develop and adopt criteria and level of service standards to ensure that adequate public facilities are available. • Fund facilities in accordance with adopted levels of services for public facilities and outline services within an adopted capital improvement plan. • Permit development only where it can adequately be served by critical public facilities and services. • Ensure development pays its share of the cost of providing needed public facilities and services.
Create opportunities for redevelopment, revitalization and growth in targeted areas.	• Create and use subarea plans to identify targeted areas for redevelopment and infill activity. • Develop standards and guidelines to promote infill and development of mixed-use projects. Explore strategies to seed initial development in specified targeted areas. • Explore strategies to offset the impacts to public amenities within targeted areas. • Promote new housing and mixed-use development. • Promote and enhance the use of the downtown as a center for social interaction, entertainment and arts and cultural activities. • Create opportunities for park improvements and revitalization.
Enhance the overall character of the City with safe, attractive and diverse neighborhoods.	• Develop “livable,” safe neighborhoods with a focused center and design for easy access to schools, shopping and services. • Integrate new neighborhoods into the broader community structure. • Form an interconnected network of streets and sidewalks that includes automobiles, bicycles and pedestrians.

GOALS	STRATEGIES
Preserve and enhance existing historic housing.	• Explore opportunities to combine development efforts with historic preservation. • Place priority on preserving existing residential structures of historic value. • Identify targeted areas for preservation through the Historic Properties Inventory and subarea plans. • Develop standards and guidelines to promote historic preservation.
Create residential development that has a distinctive and attractive community image, design and its own identifiable neighborhood characteristics while meeting the special needs of our residents .	• Identify targeted neighborhoods through subarea plans. • Develop standards and guidelines to enhance community image, design and identity. • Preserve the character of stable residential neighborhoods through neighborhood planning, assistance to neighborhood organizations and supportive regulations with consistent enforcement.
Develop many different forms of housing in attractive, safe neighborhoods that encourage walking and social interaction.	• Design policies for residential structures that are intended to emphasize creativity, diversity and individuality. Design should be on the premise that creative design is responsive to its context and shall contribute to the comfort and interests of the community .
Encourage the construction of diverse housing options within neighborhoods ranging from multi-family units to single-family units on a variety of lot sizes .	• Encourage a variety of housing types and densities, including mixed-use developments .
Encourage efforts for public and private organizations to provide new affordable units and encourage the formation of partnerships to implement these policies .	• Encourage public and private, for profit and nonprofit sectors to take action to develop and maintain an adequate supply of single and multi-family housing that is proportionately balanced to the wages within the community's labor force. • Meet the housing needs of all special populations within the community. • Construct housing units with practical features that provide basic access and functionally for people of all ages and widely varying mobility and ambulatory-related



The best six doctors anywhere, and no one can deny it, are sunshine, water, rest, air, exercise, and diet.”

— Wayne Fields

Health & Wellbeing

Maintaining and improving public health and wellness is one of society’s most fundamental goals, similar in importance to public safety, equality of opportunity, and public education. The City of Durant is committed to fostering the health and well-being of all of its residents and to working across sectors to provide opportunities for every citizen to attain good physical, social and mental health.

The concept of health and wellness has historically been associated with issues surrounding physical health. However, the healthy community’s movement defines health beyond traditional health issues and also considers social determinants. A city’s role in improving the health and wellness of individuals, families and communities requires addressing the factors that influence health-related behaviors through local policies that enhance equity. Those behaviors include the following:

- Resource allocation,
- the built environment,
- housing options,
- quality public education
- efficient public transportation,
- employment options,
- cultural belonging,
- recreational opportunities,
- available healthcare.

Achieving sustainable public health outcomes requires a systematic approach to identifying and amending barriers in each of these areas.

The places where people live, work, learn, and play impacts personal health and wellness in a profound way. Healthy communities are sourced in healthy environments and built on face-to-face contracts between residents. Purposeful planning, supportive infrastructure and thoughtful urban landscapes stimulate social ties and physical activity. Social ties and physical activity, in turn, elevate community health, wellness and resilience. Longer, healthier lives positively impact our economy and our ability to adapt and recover from adversity. The Durant community continues to strive to improve health, housing, education and transportation systems, along with increasing access to resources so that the City of Durant is a healthy and inviting place for people of all ages to live.

This chapter provides for community health in the municipality, planning and code enforcement context. We recognize that there are many community health organizations in Durant and Bryan County and it is the City’s intent to help support those functions. In this chapter, we establish meaningful goals and policies that support our vision to further the public’s health and wellness.

WELLBEING

GOALS	STRATEGIES
Provide abundant opportunities for residents to engage in healthy physical activities and behaviors. Remove institutional policy barriers to designing cities for cities. Discourage outer suburban growth	- Invest in community education efforts that provide a variety of easily accessible recreational programs and opportunities available at little or no cost to participants. - Provide incentives for developers to build walkable neighborhoods. - Update municipal code to incentivize walkable scale neighborhoods. - Make infill investments a preferred choice of developers and home buyers.
Promote both team and individual wellbeing opportunities to all residents.	- Identify opportunities to create new and/or expand health and wellness programs. - Support recreational programs in partnership with the Durant School District, the Parks & Recreation Department and area health agencies, where appropriate.
Expand and increase the community's inventory of both private and public health and wellness facilities.	Coordinate with public and private agencies and other entities to evaluate existing needs, facilities and programs relative to health and human services, and develop regionally equitable and comprehensive programs and service delivery systems.
Promote and provide opportunities for healthy food options that are accessible to all.	- Encourage and support local food production such as home and community gardens and farmers' markets - Identify and promote healthy dining options within the City. - Implement policies to increase accessibility and affordability of healthy food options within walking distance of all neighborhoods.

WELLBEING

GOALS	STRATEGIES
Encourage a common goal to support community health and well-being among differing groups of residents and interest groups .	• Ensure every resident, employee and business has equal access to healthy living resources and opportunities.
Support citizens in gaining the skills necessary to address health issues by providing education and counseling in schools, homes, workplaces and community settings.	• Partner with healthcare organizations to promote, support and expand comprehensive public health services and programs, including substance abuse-free lifestyles and substance use prevention programs.
Promote walking and bicycling as a safe and convenient mode of transportation	• Improve pedestrian and bicycle amenities to serve the recreation and travel needs of residents and visitors in all parts of Durant .
Promote a people-friendly design of buildings and spaces that are accessible to all and encourage active living.	• Consider incorporating a development wellness checklist into development review policies. • Establish information programs for developers to convey the role of the built environment in achieving sustainability and community health goals.



ACTION ITEMS

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Expand the Economic Development Department	City Staff	Short-Term to Mid-Term
Establish an Economic Development Strategic Plan	City Staff / Durant Industrial Authority	Short-Term
Collaborate with public and private economic development entities.	City Staff / Durant Industrial Authority / Partner Organizations	Ongoing
Develop a housing study that include an inventory of the existing housing stock and an analysis of housing needs.	City Staff / Realtor Group	Mid-Term
Develop a Downtown Master Plan	Main St / City Staff / Blue Zones / Imagine Durant	Short-Term to Mid-Term
Develop a historic properties inventory for the entire community.	Main St / City Staff / Realtor Group	Mid-Term
Expand upon the existing Arts District	Imagine Durant / Main St / City Staff	Short-Term to Mid-Term
Explore becoming a Certified Local Government with the State Historic Preservation Office.	City Staff	Mid-Term
Develop and adopt historic preservation standards and guidelines.	City Staff	Mid-Term
Develop and implement a Downtown Streetscape Plan that includes adding walkable and bikeable provisions, greenery/plants, slowing traffic and creating a stronger sense of place.	City Staff / Main St / Imagine Durant / Blue Zones	Mid-Term
Encourage opportunities for residents to shop locally or incentivize local businesses.	City Staff / Main St / Imagine Durant	Short-Term

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Collaborate with public and private tourism and recreation entities.	City Staff / Chamber of Commerce	Ongoing
Collaborate with state and local arts councils.	City Staff / Imagine Durant	Ongoing
Promote Durant's cultural, historic, recreational, educational and environmental assets as important marketing tools.	City Staff / Main St / Imagine Durant / Chamber of Commerce	Ongoing
Develop and utilize vacant lands inventory.	City Staff / Durant Industrial Authority	Short-Term
Develop a branding and marketing campaign for the City.	City Staff / Durant Industrial Authority / Imagine Durant / Main St	Short-Term to Mid-Term
Collaborate with public and private entities	City Staff / Durant Industrial Authority	Ongoing

Key:

Short-Term: 1 -5 Years

Mid-Term: 5 -7 years

Long-Term: 7+ years

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Analyze and prioritize subareas and corridors to identify future planning efforts.	City Staff / Imagine Durant	Short-Term to Mid-Term
Develop subarea plans related to neighborhoods or neighborhood districts.	City Staff / Imagine Durant	Mid-Term

ACTION ITEMS

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Expand the Central Business District.	City Staff / Main Street	Short-Term
Update Regulations and implement new zoning types to allow for a mix of land uses and alternative development opportunities that support quality growth principles, including mixed-use districts.	City Staff	Short-Term
Proactively promote and incentivize smart growth strategies.	City Staff / Blue Zones / Imagine Durant	Mid-Term
Establish programs to provide incentives for redevelopment and rehabilitation of existing structures and property within the target area established by subarea or corridor plans.	Imagine Durant / Main St / City Staff	Mid-Term
Amend the development regulations to encourage infill of vacant properties within targeted areas.	City Staff	Short-Term
Adopt a Complete Streets Ordinance.	City Staff / Imagine Durant / Blue Zones	Short Term
Identify and remove all barriers to affordable housing and accessibility. Including barriers within housing regulations	City Staff	Mid-Term
Refine development regulations as necessary to ensure an efficient, predictable and flexible process.	City Staff	Short-Term to Mid-Term
Develop and adopt design standards that provide guidance for new neighborhood construction or existing neighborhood revitalization (including new residential development).	City Staff / Developers	Short-Term to Mid-Term
Create incentive programs for developers who follow LEED-Neighborhood Development Principles.	City Staff	Mid-Term
Develop and implement changes to the development regulations around connectivity and accessibility.	City Staff	Short-Term to Mid-Term
Key: Short-Term: 1 -5 Years Mid-Term: 5 -7 years Long-Term: 7+ years		

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Amend development regulations to allow mixed-use development in suitable locations.	City Staff / Main Street / Imagine Durant / Blue Zones	Short-Term to Mid-Term
Encourage the establishment of neighborhood centers within proposed neighborhoods (i.e. having a minimum acreage requirement).	City Staff	Mid-Term
Amend the municipal code to include decision criteria for the evaluation of annexation requests.	City Staff	Short-Term to Mid-Term
Develop the Regional Planning Commission to assist with growth in the 3-mile buffer of City Limits.	City Staff / County Commissioners	Mid-Term to Long-Term
Amend development regulations to include for cluster developments and provide incentives when needed.	City Staff	Mid-Term
Ensure new development is held accountable for providing its fair share of infrastructure cost to support the growth it creates.	City Staff / Developers	Short-Term to Mid-Term
Promote alternative models of housing types including mixed-use developments.	City Staff	Short-Term to Mid-Term
Establish a support program for the maintenance of existing housing in older neighborhoods within the community.	City Staff	Short-Term
Promote affordable and diverse housing options across the City to support economically diverse neighborhoods. Options include: Accessory Dwelling Unit allowance by right, supporting inclusionary housing policies/practices, pursuing land bank & land trust strategies.	City Staff	Short-Term to Mid-Term
Protect and preserve the City's historically significant housing stock and incorporate policies that discourage the demolition of historic homes and resources.	City Staff	Short-Term to Mid-Term
Enforce property maintenance codes to ensure upkeep and maintenance of existing neighborhoods and aging housing stock.	City Staff	Ongoing
Provide assistance to property owners in the rehabilitation and adaptive reuse of historically significant housing.	City Staff	Mid-Term

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Provide technical assistance to property owners of historically significant housing in applying for and utilizing state and federal assistance programs.	City Staff / Other Partners	Short-Term to Mid-Term
Develop provisions to support emergency and transitional housing, group homes and other community-based residential and care facilities.	City Staff / United Way	Short-Term

Key:

Short-Term: 1 -5 Years

Mid-Term: 5 -7 years

Long-Term: 7+ years

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Investigate any air quality concerns and if warranted produce Air Quality Plan.	City Staff / ODEQ	Short-Term to Mid-Term
Establish and implement a Municipal Source Stormwater Discharge Program (MS4).	City Staff / ODEQ	Short-Term to Mid-Term
Encourage and facilitate public and private sector information and educational programs that explain and demonstrate energy efficiency, renewable energy and their importance to the community.	City Staff / OG&E	Short-Term
Develop a Solid Waste Management Plan.	City Staff	Short-Term to Mid-Term
Explore and possibly facilitate community and curbside recycling programs.	City Staff	Mid-Term
Facilitate annual hazardous material collection events.	City Staff / ODEQ	Short-Term to Mid-Term

ACTION ITEMS

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Develop Natural Resources Management Plan.	City Staff	Mid-Term
Inventory and prioritize the quality and community importance of creek, streams and other environmental features.	City Staff	Mid-Term
Establish a Natural Resources Advisory Task Force.	City Staff	Short-Term
Establish and implement Natural Resource Protection Standards	City Staff / ODEQ	Mid-Term
Establish a Walkability and Bikeability Task Force	City Staff / Blue Zones	Short-Term
Update the Master Parks and Trails Plans include an equity and accessibility component.	City Staff / Imagine Durant	Ongoing
Inventory and prioritize the quality and community importance of parks, trails and recreational facilities.	City Staff / Imagine Durant	Short-Term
Collaborate with Durant Public Schools and public health agencies.	City Staff / DISD / Health Dept.	Short-Term to Mid-Term
Develop and implement design and protection standards and guidelines for updates to parks, trails and open spaces.	City Staff / Imagine Durant	Short-Term to Mid-Term
Enhance lighting throughout the City, ensuring lighting is also on a human scale.	City Staff / OG&E	Short-Term to Mid-Term
Assess and develop a baseline for the level of service performance of infrastructure and capital needs.	City Staff	Short-Term

Key:

Short-Term: 1 -5 Years

Mid-Term: 5 -7 years

Long-Term: 7+ years

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Identify additional resources for the City's police, fire and civic facilities that will need to be provided in the future.	City Staff	Short-Term
Develop a master drainage study.	City Staff	Ongoing
Monitor the amount of developed and undeveloped land within the city to continually evaluate efforts for more balanced land use patterns and to ensure that land is available for entrepreneurial efforts.	City Staff / Main St. / Imagine Durant	Ongoing
Continue efforts to expand the retail base on a strategic and opportunities basis.	City Staff / Durant Industrial Authority / Main St./ Imagine Durant	Ongoing
Encourage the development of lodging and entertaining opportunities in the downtown area.	City Staff / Main St.	Short-Term to Mid-Term
Continue to support local festivals and events that occur in the downtown area and promote new ideas for tourism opportunities.	City Staff / Main St. / Imagine Durant	Ongoing
Create policies and guidelines to develop and promote placemaking.	City Staff / Blue Zones / Imagine Durant	Short-Term
Nominate properties for a local, state or national historic designation based on the results of the historic properties inventory.	City Staff / Main St. / Imagine Durant	Short-Term to Mid-Term
Modify development regulations to comply with subarea plans, including design standards and guidelines.	City Staff	Short-Term
Assess and amend development code to remove potential barriers to affordability and accessibility.	City Staff	Short-Term to Mid-Term

Key:

Short-Term: 1 -5 Years

Mid-Term: 5 -7 years

Long-Term: 7+ years

ACTION ITEMS

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Modify development regulations so that zoning districts specify a variety of housing types and densities.	City Staff	Short-Term
Secure funding mechanisms (i.e. local, state, federal revenue sources) for public improvement and infrastructure to create a multi-modal City.	City Staff / Industrial Authority / Imagine Durant / Blue Zones / Turning Point Coalition / Choctaw Nation / County Commissioners / DISD	Short-Term to Mid-Term
Update and implement the existing Transportation Master Plan.	City Staff	Short-Term
Coordinate multimodal transportation planning with the Future Land Use Map.	City Staff	Short-Term
Support all multimodal transportation alternatives that provide access to and circulation between adjacent neighborhoods, parks, shopping centers and employment areas.	City Staff	Short-Term to Mid-Term
Employ Transportation Demand Management (TDM) strategies to reduce the number of single-occupancy trips and provide more modal choice.	City Staff	Short-Term to Mid-Term
Implement intersection safety improvements such as pedestrian crosswalks, traffic signal lights, roundabouts and pedestrian countdown timers.	City Staff	Short-Term to Mid-Term
Encourage traffic calming techniques to reduce conflict between vehicles, pedestrians and bicyclists, bring motorized speeds down and create safer spaces for nonmotorized modes.	City Staff / Developers	Short-Term to Mid-Term
Reduce speed limits, where appropriate to facilitate walking and biking	City Staff	Short-Term
Support driver, bicyclist and pedestrian education to improve mutual awareness and safety.	City Staff / Blue Zones / Imagine Durant	Short-Term

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Develop Safe Routes to Schools Program and out-of-school programs to allow access by bicycle and pedestrian paths or reliable and safe transit.	City Staff / Blue Zones / DISD / Imagine Durant	Short-Term
Develop walking/biking connections to public facilities, parks and employment centers (i.e. downtown and the university)	City Staff / Blue Zones / Imagine Durant / Main St.	Short-Term to Mid-Term
Install attractive wayfinding, landscaping, other greening and treescapes throughout the City to encourage walking and biking.	City Staff / Blue Zones / Imagine Durant / Main St.	Short-Term to Mid-Term
Identify bike lane, recreational trail and sidewalk projects that enhance pedestrian/cyclist safety and encourage use of these facilities in Durant, including streetscape amenities such as lighting, treescapes, other greening, benches, banners and signage.	City Staff / Blue Zones / Imagine Durant	Short-Term to Mid-Term
Evaluate and improve existing sidewalks and ensure compliance with applicable American with Disabilities Act (ADA) standards.	City Staff / Blue Zones	Short-Term to Mid-Term
Develop and implement a Health and Wellbeing Master Plan	City Staff / Blue Zones	Short-Term to Mid-Term

Key:

Short-Term: 1 -5 Years

Mid-Term: 5 -7 years

Long-Term: 7+ years

ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Review and amend Durant Municipal Code and add provisions relating to community health and active living.	City Staff / Blue Zones	Short-Term to Mid-Term
Provide prevention/intervention services through the City.	City Staff / Health Dept.	Mid-Term
Collaborate with neighboring jurisdictions to address any issues related to emergency and preventative medical services in the region.	City Staff / Hospitals / Blue Zones / Other Partners	Mid-Term

ACTION ITEMS

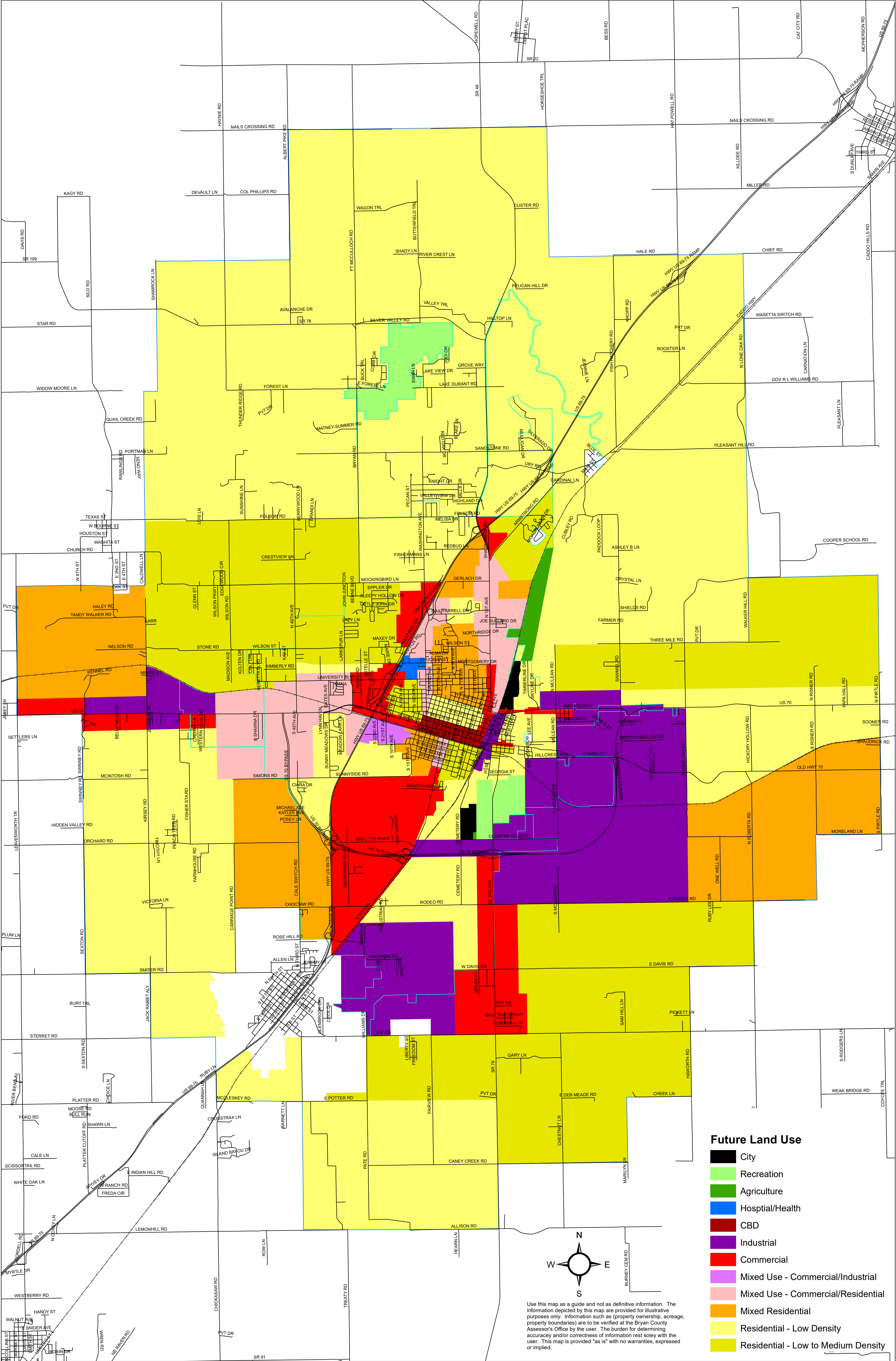
ACTION ITEM	PARTNERSHIPS	TIMEFRAME
Create programs to support and assist with recruiting, retaining and replacing health care and medical professionals	City Staff / Blue Zones	Mid-Term
Research opportunities for promoting healthy dining options	Blue Zones / City Staff / Local Restaurants	Ongoing
Continue to support the Durant Farmer's Market	City Staff / Blue Zones / Main St.	Ongoing
Work with local groups to provide locally grown food to schools, hospitals, nursing homes, daycare centers and businesses.	Blue Zones / City Staff	Short-Term to Mid-Term
Promote urban agriculture	Blue Zones / City Staff / Imagine Durant	Short-Term to Mid-Term
Collaborate with public and private entities to increase access to active recreation facilities and programs to residents of all ages.	City Staff / Blue Zones	Short-Term to Mid-Term
Consider establishing citywide fitness activities and challenges.	City Staff / Blue Zones	Short-Term to Mid-Term
Take steps to create an active living & healthy eating working group that will continue to champion the health and wellbeing related implementation strategies within this plan.	Blue Zones / City Staff	Ongoing
Provide culturally and linguistically appropriate prevention-oriented workshops.	City Staff / Blue Zones / Health Dept.	Short-Term to Mid-Term
Provide crisis management services	City Staff	Ongoing
Promote age friendly and aging in place policies and programs.	City Staff / Blue Zones	Short-Term to Mid-Term
Connect major destinations such as parks, open spaces, civic facilities, employment centers, retail and recreation areas with pedestrian and bicycle infrastructure.	City Staff / Blue Zones / Imagine Durant	Short-Term to Mid-Term

Key:

Short-Term: 1 -5 Years

Mid-Term: 5 -7 years

Long-Term: 7+ years



- Future Land Use**
- City
 - Recreation
 - Agriculture
 - Hospital/Health
 - CBD
 - Industrial
 - Commercial
 - Mixed Use - Commercial/Industrial
 - Mixed Use - Commercial/Residential
 - Mixed Residential
 - Residential - Low Density
 - Residential - Low to Medium Density



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Danielle O'Neal
 Director
Re: Discussion, Consideration and Possible Action on a Preliminary Plat for property located near Larkspur Lane and Prairie Crossing (PC2021-17)

Request: Consider a request from Sunstar, LLC, for a Preliminary Plat Request for Heritage North Subdivision, property located near Larkspur Lane and Prairie Crossing.

Current Zoning: R-1, Single-Family Residential

Surrounding Properties:

Direction	Zoning	Use
North	R-1	Single Family
East	R-1	Single Family
South	R-1	Single Family

Applicant: Sunstar, LLC

Background: Applicants approached staff regarding filing for a preliminary plat request for Heritage North Subdivision. This preliminary plat has one hundred sixteen (116) lots, in which the applicant stated the lots would contain single family homes that will have their own driveways. As a note, this property will not be required to meet the new subdivision code that was approved last month since the application was submitted prior to approval of the new code.

Notifications have been made to the surrounding property owners and at the time of this report a couple of residents reached out expressing some concerns. Several letters and emails were received when this item was first published but no action could be taken due to an issue with the warranty deed. Staff has included all letters in this report.

Analysis: The subject property is approximately a total of 36 acres. The applicant is planning to have a total of 116 lots with single family homes and their own driveways. Each lot does meet or exceed the lot size requirements for this zoning district. The property will be served by Rural Water District #2 and city sewer is expected to be extended to the property. As a note, there is an electric easement that goes through a portion of this property in which nothing will be able to be built on, and is indicated on the plat. There is also an easement that goes through the area of Block 2 Lot 9 that is used for a driveway for the property that is Southeast of this development, also shown on the plat. This lot would not be able to be developed unless an agreement was made between the two property owners. Further engineering plans that will include drainage are expected to be completed should the preliminary plat be approved. These plans will then be examined by the City Engineer. The City is expecting to further extend Larkspur to the North which will be parallel with this development.

The current Land Use Map appears to have this area as low density residential; therefore, this request is generally in compliance with the Comprehensive Plan. It should be noted that the Future Land Use Map and Comprehensive Plan are in the process of being updated.

Staff Recommendation: Staff has signed off supporting the approval of the preliminary plat; however, there are a few stipulations that were noted. One of those was that a corrective warranty deed be filed correcting an error regarding a date listed on the warranty deed. Another stipulation stated pending the sewer plans, which were submitted to the Maintenance & Operations Supervisor on August 31, 2021. No further comments have been received as of the creation of this report. A final contingency was that a stormwater permit be filed with the Oklahoma Department of Environmental Quality and a copy submitted to city staff. This is a state requirement for any land that is being disturbed and is greater than one acre in size. The City Engineer stated he would review the drainage plans once they are completed.

Planning Commission Recommendation: The Planning Commission recommends approval of the preliminary plat request with the stipulations recommended by City Staff.

Required Action: Hear the item and approve or deny the Preliminary Plat request for Heritage North Subdivision, property located near Larkspur Lane and Prairie Crossing. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

The Planning Commission and City Staff recommend approval of the Preliminary Plat with the following contingencies:

- A corrective warranty is filed
- Approval of water/sewer plans and drainage plans
- Stormwater permit filed with ODEQ and copy submitted back to City Staff

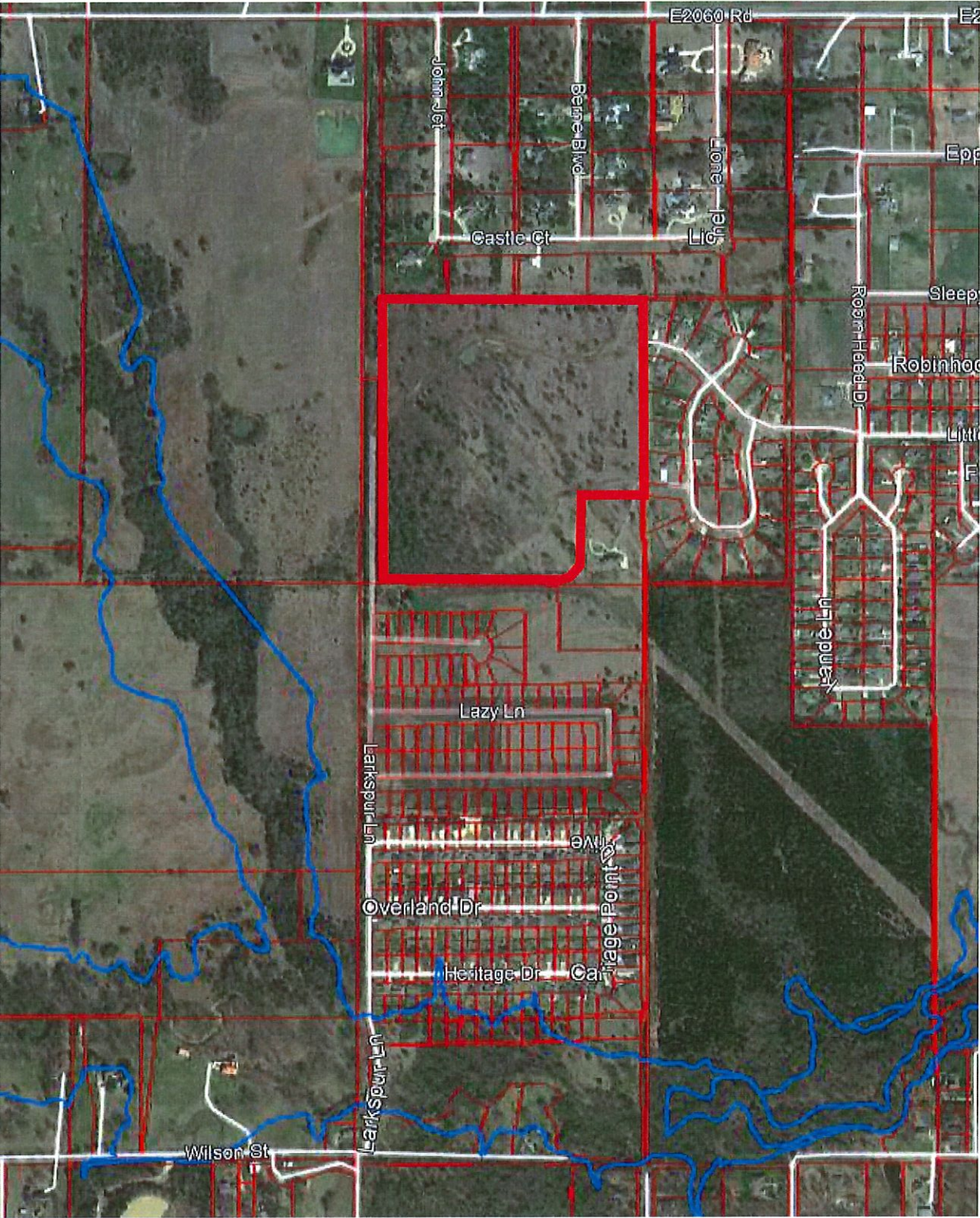
City Staff Information / Action Follow-up, if Council authorizes this action:

GIS
City Clerk
Community Development

ATTACHMENTS:

1. PC2021-17 Supporting Documents
2. Heritage North Preliminary Plat
3. PC2021-17 Letters from citizens
4. PC2021-17 Letter from citizen

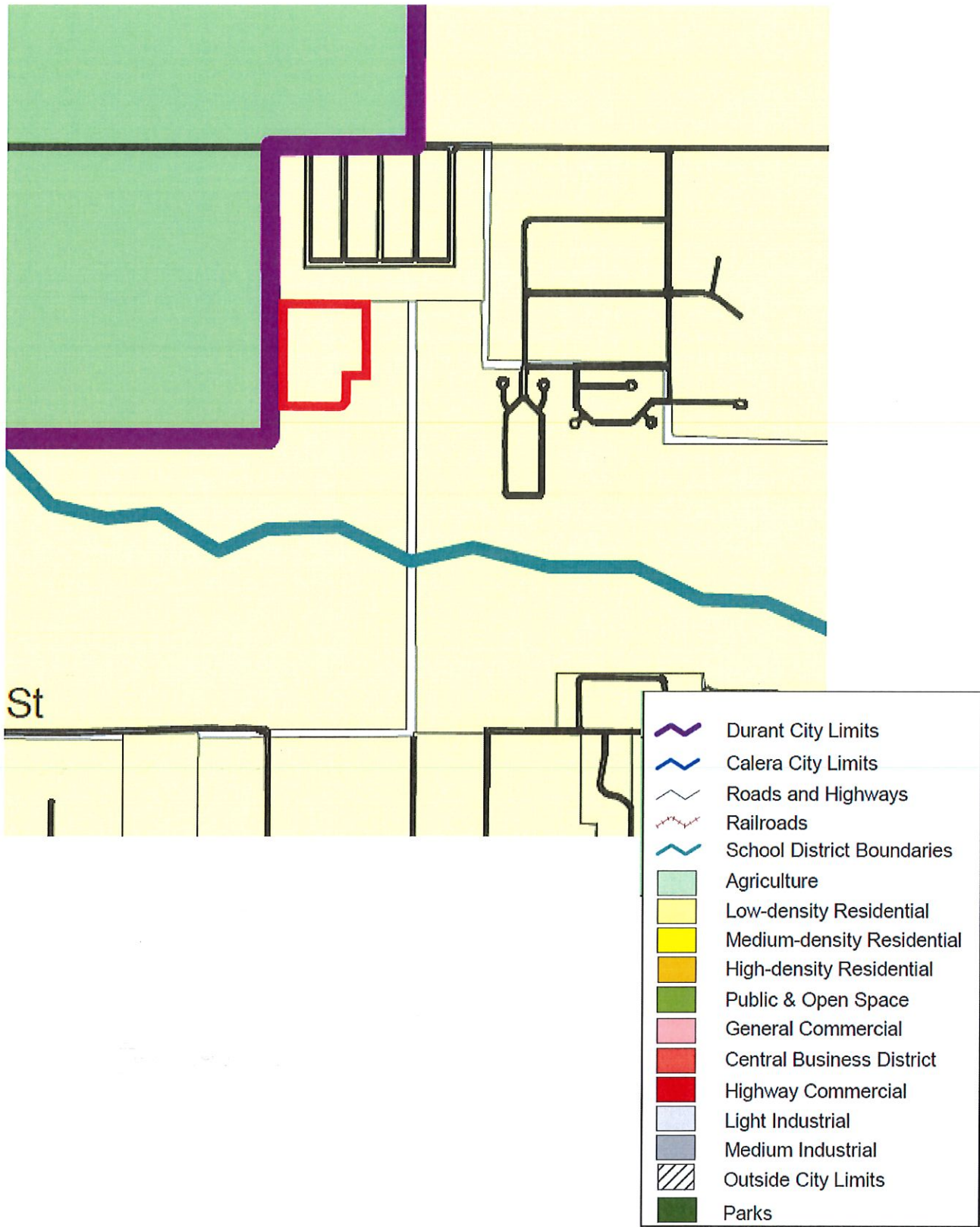
Aerial Map



Zoning Map



Future Land Use Map



COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET

North Heritage (PC 2021-17)

Department	Signature	Date	Notes
Com Dev Director Danielle O'Neal		8/28/21	*need corrective warranty deed*
M&O Randy Cantrell		08-24-21	Pending Sewer Plans
Streets Carl Meade		8-23-21	
Fire Marshall Wade Boyd		8-10-21	Sent Chged plug location w/ signature page. (200ft max coverage) Approved
Building Official Marc Hall		8-31-21	contingent upon an SWPPP Permit
Engineer Brandon Wall			

COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET*North Heritage (PC2021-17)*

Department	Signature	Date	Notes
Com Dev Director Danielle O'Neal			
M&O Randy Cantrell			
Streets Carl Meade	<i>Carl Meade</i>	8-23-21	
Fire Marshall Wade Boyd			
Building Official Marc Hall			
Engineer Brandon Wall	<i>Brandon Wall</i>	08/11/21	None

§ 156.043 PRELIMINARY PLAT.

(A) Purpose. The purpose of the preliminary plat is to provide an interim step in the procedure at which point the subdivider shall present drawings of the detail features of the subdivision. It is at this point that the items discussed at the sketch plat stage and as set down herein are prepared in a form from which determinations can be made as to the technical workability of the development proposal.

(B) After the Planning Commission has approved the sketch plat, the subdivider may proceed with the preparation of the preliminary plat. After the subdivider has prepared the preliminary plat, he or she may take either of the following actions:

(1) He or she may present the preliminary plat and preliminary plat checklist to the Planning Commission and obtain approval thereof before proceeding with preparation of the improvement plans; or

(2) He or she may present the improvement plans and improvement plans checklist to the Planning Commission at the time the preliminary plat and preliminary plat checklist are presented.

(C) Whenever the subdivider presents to the Planning Commission a preliminary plat and preliminary plat checklist, without improvement plans, the Planning Commission may conditionally approve the preliminary plat, subject to Planning Commission approval of the improvement plans within six months following the preliminary plat conditional approval.

(D) After review of the preliminary plat, the Planning Commission shall, within 60 days of its submission, approve, conditionally approve or reject the plat. The subdivider shall be notified in writing of this action, together with any conditions of approval or the reasons for rejection.

(E) Whenever the subdivider presents to the Planning Commission the preliminary plat, preliminary plat checklist, improvement plans and improvement plans checklist and the Planning Commission finds that the plat and improvement plans meet all the requirements of these regulations, it shall approve the preliminary plat and improvement plans by placing a certificate of approval upon each copy of the plat and plans. Such certificate of approval shall bear the signature of the Chairperson and Secretary of the Planning Commission and shall provide that the approval given thereby does not constitute approval for purposes of recording.

(F) Approval of the preliminary plat shall not in all cases entitle the subdivider to approval of the final plat. Upon preliminary approval, if any conditions arise which would cause the preliminary plat to become unsatisfactory due to health, safety or welfare of the community, the Planning Commission shall recommend that the final plat be rejected.

(G) Application procedure and requirements. On forms approved by the city, the applicant shall file for approval of a preliminary plat, which conforms substantially with the sketch plat (if required) or alternate plan submitted by the applicant. The plat shall be prepared by or under the supervision of a registered public surveyor in the State of Oklahoma and shall bear his or her seal, signature and date on each sheet. The payment of all applicable fees shall be required at the time of submission.

(1) *General application requirement.* Copies of the proposed preliminary plat shall be at a scale of one inch equals 100 feet or larger and in a form substantially as follows:

(a) The boundary lines with accurate distances and bearings and the exact location and width of all existing or recorded streets intersecting the boundary of the tract.

(b) True bearings and distances to the nearest established street lines and monuments, which shall be accurately described on the plat.

(c) Specific tree survey.

(d) The exact layout including:

1. Proposed street names. Street names must be submitted to the Community Development Department for approval in accordance with the city's guidelines for naming streets. The Community Development Department will maintain an index of street names which will contain these guidelines. Street names and subdivision names are fixed at the time of approval of the preliminary plat. A fee, as set by the City Council by motion or resolution, will be charged to change street names and subdivision names after approval of the preliminary plat.

2. The length of all arcs, radii, internal angles, points of curvature, length, and bearings of the tangents.

3. All easements for rights-of-way provided for public services or utilities and any limitations of the easements.

4. All lot numbers and lines with accurate dimensions in feet and hundredths of feet and with bearings and angles to street and alley lines.

5. The location of the centerline of creeks or drainage ways should be tied with accurate dimensions in feet and hundredths of feet with bearings and angles. No unplatted remainder will be allowed between property boundaries and centerlines of creeks.

(e) The accurate location, material, and size of all monuments approved by the City Engineer. Horizontal and vertical control data shall be established for a minimum of two corners of the subdivision or addition. One inch iron rods shall be set at all block corners, angle points, points of corners, and points of tangents. One-half inch iron rods shall be set at all other lot corners.

(f) The accurate outline of all property which is offered for dedication for public use with the purpose indicted thereon, and of all property that may be reserved by deed covenant for the common use of the property owners in the subdivision or addition.

(g) Building setback lines for residential properties.

(h) Special restrictions including, but not limited to, drainage and floodway, fire lanes, and screening.

(i) Proposed name of the subdivision or addition. The name shall not duplicate, be the same in spelling or alike in pronunciation with any other recorded subdivision.

(j) Names of adjacent subdivisions.

(k) Name and address of the property owner, the owner's surveyor, and the owner's engineer.

(l) North point, scale, and date.

(m) Legal description according to the real estate records maintained by the County Clerk's office and area calculations.

(n) Location by section, town, range, township, county and state.

(o) Additional documents necessary for dedication or conveyance of easements or rights-of-way, as required by the city. The city may, in some instances, require the conveyance of fee simple title for certain rights-of-way.

(p) Entry easements to allow city inspectors to enter the property being platted for the purpose of inspecting the construction of the public improvements.

(q) Important features such as existing permanent buildings:

1. Large trees and water courses;
2. Parks and other public lands;
3. Railway lines;

4. Existing public easements;

5. Oil and gas lines or wells as shown on the records of the Oklahoma Corporation Commission (including abandoned or gas or oil wells and dry holes which remain unplugged).

6. Existing utilities including sewer, water mains, culverts and other underground structures within the tract or immediately adjacent thereto, showing pipe sizes and grades indicates;

7. Contours at intervals of two feet which are referenced to USGS data; and

8. Any other relevant feature necessary for a full and complete understanding of the proposed subdivision.

(r) Title of document and a vicinity sketch drawn to a scale of a maximum of 2,000 feet to the inch.

(s) Copies of any private restrictions to be included in the deeds shall be attached to the preliminary plat.

(t) Regulatory flood boundaries, and the ten-year flood boundaries.

(2) *Other required documents and information to be filed with preliminary plat.*

(a) Proposed covenants and deed restrictions, if any.

(b) Source of water supply.

(c) Provisions for sewage disposal.

(d) Construction plans.

(3) *Standards for approval.* No preliminary plat shall be approved by the Planning Commission or by the City Council unless the following standards have been met:

(a) The plat substantially conforms with the approved sketch plat or other study as provided in these regulations.

(b) The construction plans have been reviewed by the City Engineer.

(c) Provision for installation and dedication of public improvements has been made.

(d) The plat conforms to applicable zoning and other regulations.

(e) The plat meets all other requirements of these regulations.

(4) *Timing of public improvements.*

(a) 1. The Planning Commission may require that all public improvements be installed, offered for dedication, and ready for acceptance by the city prior to the signing of the final plat by the Chairman of the Planning Commission.

2. The Planning Commission may permit or require the deferral of the construction of public improvements if in its judgment, deferring the construction would not result in any harm to the public, or offer significant advantage in coordinating the site's development with adjacent properties and off-site public improvements. Any required public improvement(s) approved for deferred construction must be provided for as required prior to the approval of the final plat.

(b) If the Planning Commission does not require that all public improvements be installed, offered for dedication and accepted by the city prior to signing of the final plat by the Chairman, it shall require that the applicant execute an improvement agreement and provide security for the agreement as provided in those regulations.

(c) This procedure shall also apply to the approval of a final plat if the preliminary plat is omitted.

(5) *Approval procedure.* After review of the preliminary plat, the report and recommendations of the Community Development Director concerning the land study and the application, the report and recommendation of the City Engineer on the construction plans, and any exhibits submitted at a public meeting, the applicant shall be advised of any required changes and/or additions. The Planning Commission shall approve or disapprove the preliminary plat. One copy of the proposed preliminary plat shall be returned to the owner with the date of approval, conditional approval or disapproval and the reasons therefor accompanying the plat if the Planning Commission disapproves the proposed preliminary plat, the applicant may execute an appeal in the manner prescribed in these regulations.

(6) *Effect of approval.* Approval of a preliminary plat by the Planning Commission constitutes authorization for the City Engineer to release construction plans subject to his or her final approval and for the City Engineer to authorize for the property owner to commence grading of the site and construction of such public improvements as are required by the Planning Commission. Approval of a preliminary plat also authorizes the property owner, upon fulfillment of all requirements and conditions of approval, to submit for approval an application for final plat approval. Upon release of the construction plans, the City Engineer may, upon request of the applicant, issue a certificate indicating the construction plans have been released and construction of the improvement is thereafter authorized. Additional certificates may be issued by the City Engineer authorizing the construction of private utilities on a phased schedule. The certificate shall read as follows:

"The preliminary plat for (insert name of the subdivision or addition) as approved by the City of Durant Planning Commission on (insert date of approval) is authorized for use with engineering plans for the construction of public improvements as approved by the City Engineer. A final plat shall be approved by the Planning Commission upon the completion of all public improvements or the provision of a subdivision improvement agreement under the terms of the Subdivision Ordinance and submission of a final plat in compliance with Section 3.6 of the Subdivision Ordinance of the City of Durant.

Zoning regulations that affect exterior appearance of a single-family house or the landscaping of a single-family lot and that are adopted after approval of a preliminary plat for a single-family residential development, shall not apply for a period of two years from the latter of the date of plat approval or the date of the acceptance of public improvements related to the plat."

(7) *Lapse of preliminary plat approval.* The approval of a preliminary plat shall be effective for a period of two years from the date that the preliminary plat is approved by the Planning Commission or the City Council, at the end of which time the applicant must have submitted and received approval for a final plat. If a final plat is not submitted and approved within two years, or an extension is not granted in accordance with these regulations, the preliminary plat approval shall be null and void, and the applicant shall be required to submit a sketch plat for review subject to the then existing zoning restrictions and subdivision regulations.

(H) Construction plan procedure and requirements.

(1) *General application requirement.* Construction plans shall be prepared by or under the supervision of a professional engineer or architect registered in the State of Oklahoma as required by state law governing such professions. Plans submitted for review by the city shall be dated and bear the responsible engineer's or architect's name, serial number and the designation of "engineer," "professional engineer," or "P.E." or "architect" and an appropriate stamp or statement near the engineer's or architect's identification, stating that the documents are for preliminary review and are not intended for construction. Final plans acceptable to the city shall bear the seal and signature of the engineer or architect and the date signed on all sheets of the plans. Public works construction in streets, alleys or easements which will be maintained by the city shall be designed by a professional engineer registered in the State of Oklahoma.

(2) *Construction plan review procedure.* Copies of the construction plans, and the required number of copies of the plat shall be submitted to the City Engineer for final approval. The plans shall contain all necessary information for construction of the project, including screening walls and other special features. All materials specified shall conform to the design standards of the city. Each sheet of the plans shall contain a title block including space for the notation of revisions. This space is to be completed with each revision to the plan sheet and shall clearly note the nature of the revision and the date the revision was made. The City

Engineer will release the plans for construction, after approval of the preliminary plat by the Planning Commission and payment of all inspection fees. Upon such release, each contractor shall maintain one set of plans, stamped with city release, on the project at all times during construction. This procedure shall also apply to approval of a final plat, if a preliminary plat is omitted.

(3) *Failure to commence construction.* If construction has not commenced within one year after approval of the plans, resubmittal of plans may be required by the City Engineer for meeting current standards and engineering requirements. **CONSTRUCTION** shall mean installation of city maintained public improvements.

(Ord. 1573, passed 11-13-07)

Subdivision/Plat Application

Preliminary Plat: ☒
 Final Plat: ☐
 Re-Plat: ☐
 Lot Split: ☐

Petition # PC 2021-17
 Fee \$ 300.00
 Expedited Fee \$ _____

APPLICANT INFORMATION

Name: <u>Sunstar, LLC</u>	Email: <u>Idaty@sunviewhomes.com</u>	Phone #1: <u>580-564-2680</u>
Mailing Address: <u>P.O. Box 1766</u>		Phone #2: _____
City: <u>Kingston</u>	State: <u>OK</u>	Zip: <u>73439</u>
Applicant's Interest in Property: _____		Fax #: <u>580-498-0099</u>

SURVEYOR INFORMATION

Name: <u>Michael T. Reynolds</u>	Email: <u>tohyhally@sbcglobal.net</u>	Phone #1: <u>580-371-9410</u>
Mailing Address: <u>612 North Elks Rd</u>		Phone #2: _____
City: <u>Tishomingo</u>	State: <u>OK</u>	Zip: <u>73460</u>
Surveyor Oklahoma License Number: <u>1651</u>		Fax #: _____

ENGINEER INFORMATION

Name: <u>Ashley Bice, PE</u>	Email: <u>Ashley@biceconsulting.us</u>	Phone #1: <u>501-593-1298</u>
Mailing Address: <u>P.O. Box 26634</u>		Phone #2: _____
City: <u>Little Rock</u>	State: <u>AR</u>	Zip: <u>72221</u>
Engineer Oklahoma License Number: <u>31018</u>		Fax #: _____

LAND INFORMATION

Legal Description: <u>SEC 24-6S-8E SENE LESS 1169-333 less approximately 2 acres</u>	Parcel Number: <u>00 00-24-06S-08E-1-001-00</u>
Proposed Subdivision Name: <u>Heritage North</u>	Current Zone: <u>R1</u>
Proposed Use: <u>single family housing</u>	Proposed Zone: _____
Current Property Owner's Name: <u>Chistom Thurston Estate</u>	

The applicant has prepared this application and supporting documentation and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Applicant: [Signature] Date: 5-7-21

Office Use Only

Date Filed: <u>[Signature]</u>	Date Payment Received: _____	Notification Mailed: _____	Comments
Initial: _____	Initial: _____	Date Initial: _____	
Proof of Publication Received: _____		Property Posting Verified: _____	Comprehensive Plan Recommendations
Date: _____ Initial: _____	Date: _____ Initial: _____		

Staff Recommendation ☐ Approve ☐ Deny	PC Recommendation ☐ Approve ☐ Deny	City Council Action ☐ Approve ☐ Deny	Ordinance #
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APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

Please describe the nature and operating characteristics of the proposed use:

Heritage North will be a fully designed single family addition

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking:

Each home will have a concrete approach and garage parking to keep vehicles off the street.

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).

The decision of the design will keep the intensive areas to a minimum.

3. Traffic Impacts:

The streets will be designed to handle long term wear and tear and the curb and gutter allow drainage to exit property

4. Protection of Neighborhoods:

One reason we chose to build this addition in the city limits of Durant is to give our homeowners the protection of the Durant PD

What licenses and permits (if any) are required for this proposed use?

Surveyors, Abstractors, Engineers, Architects, DEQ, Plumber, Electricians, HVAC

Please list or describe any other reasons to support this Planned Unit Dev. Permit Application.

The location of the property and all utilities in close proximity or on this property. It is not being in a flood plain. Also the houses in the immediate area are similar in size and exterior veneer as the houses we intent to construct

PERSONAL REPRESENTATIVE'S DEED

This indenture, made the 27 day of July, 2021, by and between Thomas Sidney Thurston and Jean Ann Thurston, the duly qualified and acting Co-Personal Representatives the Estate of Chisum McClintock Thurston, deceased, hereinafter called "Grantor", and SUNSTAR, LLC, an Oklahoma Limited Liability Company of 721 HWY 70 E., Kingston, OK, hereinafter called "Grantee",

WITNESSETH:

That, whereas, on the 2nd day of October, 2021, the District Court for said County of Bryan, State of Oklahoma, made an order for allowance of sale, authorizing the Grantor to sell certain real property of the estate of Chisum McClintock Thurston, deceased, situated in Bryan County, State of Oklahoma, and specified and more particularly described in said Order Allowing Sale of Real Property, as said Grantor should judge most beneficial to said estate; and which Order Allowing Sale of Real Property, now on file and of record in said Court, is hereby referred to made a part of this indenture.

WHEREAS, under and by virtue of said Order Allowing Sale of Real Property and pursuant to 58 O.S. Section 239, all of the heirs, devisees and legatees of the estate of the said Chisum McClintock Thurston, deceased, did consent to the sale of the property described in this deed and said sale not being subject to the confirmation of the Court, but as a result of said sale, the Grantee has become the purchaser of said real property hereinafter described.

AND WHEREAS, that no return of sale or confirmation of said sale is required by law.

NOW, THEREFORE, the said Thomas Sidney Thurston and Jean Ann Thurston, the duly qualified and acting Co-Personal Representatives of the Estate of Chisum McClintock Thurston deceased, as aforesaid, the Grantor, pursuant to the Order Allowing Sale of Real Property and pursuant to 58 O.S. Section 239, for and in consideration of the said sum of TEN DOLLARS AND MORE (\$10.00), to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, sell and convey unto SUNSTAR, LLC, an Oklahoma Limited Liability Company, all the right, title, interest and estate of the said Chisum McClintock Thurston, deceased, at the time of his death and also all the right, title and interest that the estate, by operation of law or otherwise, may have acquired, other than, or in addition to, that of said estate, at the time of his death in and to all that certain land situate in said county of Bryan, State of Oklahoma, described as follows, to-wit:

A tract of land located in the SE/4 NE/4 of Section 24, Township 6 South, Range 8 East of the Indian Base and Meridian, Bryan County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said SE/4 NE/4; Thence North 01 degrees 01 minutes 16 seconds West along the East line of said SE/4 NE/4, a distance of 407.15 feet to the Northeast corner of a tract of land described in Warranty Deed (Wagnitz and North Star Development, LLC to Cummins), filed 06/25/2020, recorded in Book 1530, Page 796, in the Office of the Bryan County Clerk, said point being the Point of Beginning; Thence South 89 degrees 00 minutes 36 seconds West (Deed: North 89 degrees 00 minutes 02 seconds East) along the North line of said Cummins Tract, a distance of 292.04 feet to the Northwest corner of said Cummins Tract; Thence South 01 degrees 01 minutes 16 seconds East (Deed: North 01 degrees 01 minutes 50 seconds West) along the West line of said Cummins Tract, a distance of 331.71 feet; Thence South 43 degrees 37 minutes 21 seconds West (Deed: North 43 degrees 36 minutes 47 seconds East) along said Cummins Tract, a distance of 68.47 feet; Thence South 46 degrees 22 minutes 39 seconds East (Deed: North 46 degrees 23 minutes 13 seconds West) along said Cummins Tract, a distance of 37.77 feet (Deed: 38.01 feet), to a point on the South line of said SE/4 NE/4; Thence South 89 degrees 02 minutes 29 seconds West along said South line, a distance of 927.69 feet to the Southeast corner of a tract of land described in Quit Claim Deed (Thurston to the City of Durant), filed 03/11/2021, recorded in Book 1553, Page 771; Thence North 00 degrees 58 minutes 56 seconds West along the East line of said City Tract, a distance of 950.00 feet to the Northeast corner of said City Tract; Thence South 89 degrees 02 minutes 29 seconds West along the North line of said City Tract, a distance of 80.00 feet to the Northwest corner of said City Tract; Thence North 00 degrees 58 minutes 56 seconds West along the West line of said SE/4 NE/4, a distance of 370.38 feet to the Northwest corner of said SE/4 NE/4; Thence North 89 degrees 02 minutes 34 seconds East along the North line of said SE/4 NE/4, a distance of 1320.07 feet to the Northeast corner of said SE/4 NE/4; Thence South 01 degrees 01 minutes 16 seconds East along the East line of said SE/4 NE/4, a distance of 913.20 feet to the point of Beginning.

Less and except all oil, gas and other minerals outstanding of record,
together with the tenements, hereditaments and appurtenances to the same belonging or
any wise appertaining.

TO HAVE AND TO HOLD said described premises unto the said Grantee, and to
his/her/their heirs and assigns, forever, free, clear and discharged of and from all former grants,
charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

IN WITNESS WHEREOF, Grantor, Personal Representative as aforesaid, has hereunto
set their hands the day and year first above written.

Thomas Sidney Thurston
Thomas Sidney Thurston
Co-Personal Representatives
Estate of Chisum McClintock Thurston

Jean Ann Thurston
Jean Ann Thurston

ACKNOWLEDGMENT

State of Nebraska

County of Saint

Before me, the undersigned, a Notary Public in and
for said County and State, on this 27 day of July, 2021, personally appeared
Thomas Sidney Thurston and Jean Ann Thurston, Co-Personal Representatives of the Estate of
Chisum McClintock Thurston, Deceased, to me known to be the identical person who executed
the above and foregoing instrument and acknowledged to me that he/she executed the same as
his/her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Seal the day and year last above written.



Christee L. Haney
Notary Public

THIS DOCUMENT IS PRELIMINARY
IN NATURE AND IS NOT A FINAL,
SIGNED AND SEALED DOCUMENT.

082321

UTILITIES

- The sanitary sewer system will be designed by a licensed civil engineer and approved by the Oklahoma Department of Environmental Quality prior to construction.
- The water system will be designed by a licensed civil engineer and approved by the Oklahoma Department of Environmental Quality prior to construction.
- Electrical system will be designed by an OG&E licensed electrical engineer.

STREETS

- Streets will be designed by a licensed civil engineer and approved by the City of Durant prior to construction.

STORM WATER DRAINAGE AND DETENTION

- The storm water system will be designed by a licensed civil engineer. The capture, movement, detention and discharge will comply with local floodplain requirements.

LEGEND

all lot corners marked with 5/8" iron pin with 1.5" aluminum cap stamped "REYNOLDS 1651" unless noted otherwise

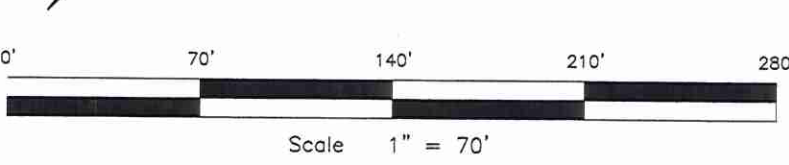
U/E D/E utility easement / drainage easement

20' 6" building limits / setbacks

8,400 SF square footage of each lot

centerline of street

line not to scale



BUILDING LIMITS

Front yard 30 ft.
Rear yard 20 ft.
Side yard, interior 5 ft.
Side yard, exterior 15 ft.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	20.00'	34.44'	30.35'	N 05°54'03" W
C2	20.00'	18.92'	15.15'	N 16°21'07" E
C3	20.00'	15.54'	12.18'	N 33°00'18" W
C4	50.00'	48.85'	45.78'	N 27°22'23" W
C5	50.00'	80.94'	57.24'	N 35°24'57" E
C6	50.00'	46.67'	45.00'	N 82°55'38" W
C7	20.00'	12.14'	11.85'	N 73°34'17" W
C8	20.00'	31.42'	28.28'	N 88°27'22" E
C9	20.00'	31.42'	28.28'	N 01°32'38" W
C10	20.00'	15.91'	15.50'	N 56°14'58" E
C11	20.00'	31.44'	28.30'	N 45°59'21" W
C12	20.00'	35.35'	33.42'	N 33°18'51" E
C13	50.00'	95.24'	81.48'	N 59°50'19" E
C14	50.00'	81.89'	58.01'	N 30°11'09" W
C15	20.00'	22.58'	21.38'	N 33°19'58" W
C16	20.00'	31.39'	28.27'	N 44°00'39" E
C17	20.00'	31.44'	28.30'	N 45°59'21" W
C18	20.00'	35.34'	33.42'	N 33°18'51" E
C19	50.00'	55.93'	53.06'	N 78°35'23" W
C20	50.00'	55.93'	53.06'	N 30°11'09" W
C21	20.00'	22.58'	21.38'	N 33°19'58" W
C22	20.00'	31.39'	28.27'	N 44°00'39" E
C23	20.00'	31.44'	28.30'	N 45°59'21" W
C24	20.00'	12.14'	11.85'	N 73°34'17" W
C25	20.00'	31.42'	28.28'	N 88°27'22" E
C26	20.00'	31.42'	28.28'	N 01°32'38" W
C27	50.00'	63.38'	58.22'	N 45°59'21" W
C28	50.00'	26.27'	25.97'	N 05°22'45" E
C29	50.00'	33.04'	30.35'	N 33°18'51" E
C30	20.00'	31.39'	28.30'	N 44°00'39" E
C31	20.00'	31.43'	28.27'	N 44°00'39" E
C32	20.00'	15.51'	15.13'	N 88°48'01" W
C33	20.00'	15.51'	15.13'	N 88°48'01" W
C34	20.00'	15.51'	15.13'	N 88°48'01" W
C35	20.00'	31.42'	28.28'	N 44°00'39" E
C36	20.00'	31.41'	28.28'	N 45°58'13" W
C37	20.00'	15.50'	15.12'	N 88°48'01" W
C38	20.00'	7.09'	7.06'	N 80°47'55" W
C39	20.00'	8.41'	8.35'	N 58°52'28" W
C40	20.00'	15.50'	15.12'	N 88°48'01" W
C41	20.00'	15.53'	15.14'	N 88°48'01" W
C42	50.00'	25.38'	23.98'	N 68°02'24" E
C43	50.00'	92.71'	86.95'	N 12°00'47" E
C44	50.00'	59.28'	55.87'	N 80°34'10" W
C45	20.00'	15.48'	15.10'	N 88°48'01" W
C46	15.00'	35.30'	27.77'	N 21°14'55" E
C47	20.00'	31.42'	28.28'	N 45°58'13" W
C48	20.00'	31.42'	28.28'	N 44°01'47" E

LINE	BEARING	DISTANCE
L1	N 89°02'34" E	2.23'
L2	N 00°58'55" W	6.35'
L3	N 00°59'28" W	7.50'
L4	N 46°32'38" W	10.20'
L5	N 24°24'15" E	25.46'
L6	N 88°58'44" E	20.00'
L7	N 01°01'16" W	7.89'
L8	N 43°27'22" E	28.28'
L9	N 88°58'54" E	20.00'
L10	N 01°01'16" W	11.01'
L11	N 89°02'34" E	4.79'
L12	N 43°27'22" E	19.60'
L13	N 46°32'38" W	20.00'
L14	N 89°02'29" E	53.00'
L15	N 89°02'29" E	28.46'
L16	N 89°02'29" E	11.93'
L17	N 46°32'38" W	19.02'
L18	N 43°27'22" E	10.28'
L19	N 46°32'38" W	10.00'
L20	N 43°27'22" E	10.28'
L21	N 89°02'29" E	7.00'
L22	N 89°02'29" E	72.16'
L23	S 48°22'39" E	37.77'
L24	S 43°37'21" W	49.39'
L25	S 43°37'21" W	19.08'



Danielle O'Neal <doneal@durant.org>

Comments/concerns PC2021-17

1 message

Tasha Piper <pipertasha@yahoo.com>

Mon, Jun 21, 2021 at 9:29 PM

To: planning@durant.org, Danielle O'Neal <doneal@durant.org>

To Whom It Concerns:

I have concerns of the property layout being planned that abuts to my property. The lot 9 on the north east off of Aaron Blvd will block my current access to my property. My survey that was done last year when I bought my property shows a 60 ft access to my property across the front part of my tract 1. I spoke with Underwood survey company and was told of the page 333 and book 1169, then I was told further by community development the easement was also listed on page 1010 of book 1216 at the county accessors. As someone who bought a home through a realtor and went through a closing office to have everything done correctly, all I know and see is my easement listed on my survey and that a surveyor is not able to list an legal easement without it being legally documented from what I was told. I also see Aaron Blvd on the maps and the only thing I am aware of is that the street hasn't been completed yet, as it's my legal address. I do not know how to do the legal part or read the legals, this is why I used a closing office and have title insurance to ensure this. I've also been told that I cannot have my land made where I do not have access to it, where I live and own a home. My goal isn't to stop our community from growing, I work within our community and look for positive growth. I have lived here all of my life and raising my three children in our community. I look for positive improvements. My goal is to not being affected by this development and lose my access that I have always had to my property/acreage or have my current setup with my property affected. Even if it comes to being asked to move my driveway, there isn't much room around my front pond to even do this or to pull trailers around this pond, there is a deep ditch at the end on the the northeast area too, this would be a very expensive option. I do not have the financial means. I was told my address would have to change too. I have worked hard to purchase my home, I have worked hard to put improvements into my home. My children have horses and we are members locally, my children ride in the local playdays. My land, my home, my address, my livestock, my property value, and my financials should not be affected by this new development and I feel this is where it is heading. My current setup with my property/acreage should not be affected for this new development to happen. I shouldn't have to fight to keep access to property that I bought within the city and went the legal route using the proper companies to do it. Please know, I'm for positive development and improvements, but it should not be made into negative to affect my home and property/acreage. I unfortunately cannot afford to fight this and should not be made to when I purchased with a closing office and had a legal survey done showing this information. I always try to be a good citizen in our community, our community means a lot to me, from being a nurse to being a nurse practitioner my whole career. I'm just asking for our city to please help me with this easement that has been documented so I can keep my property/acreage as it is, as well as not financially be out anything.

Thank you,
Tasha



Danielle O'Neal <doneal@durant.org>

Proposed housing development by Heritage Crossing

2 messages

Carol McDaniel <camcdaniel65@gmail.com>
To: planning@durant.org

Tue, Aug 31, 2021 at 9:07 PM

I am writing to the Durant Planning Commission regarding the proposed development by Sunstar, LLC. I have lived in Ridgemont Estates for over 20 years. During this time the area around us has been developed with Madison Ridge, Robinhood Place and Sleepy Hollow as well as Camelot to the north of Madison Ridge.

In 2007, we had a season of continuous rainfall that affected the homes on Kande Lane and Heritage Crossing. When the homes in Madison Ridge were built the drainage system that was supposed to keep the water from flowing to Kande Lane did the opposite. Water flowed from Camelot to Madison Ridge which in turn flowed to Kande Lane. My home is at the south end of Kande Lane and flooded from the water flowing from Madison Ridge and the original part of Ridgemont Estates. The drainage system across the street from my house failed and the water rose. We were told that the planning commission realized the drainage system was not adequate and no additional building would be done in that area unless proper drainage was put in place. However, the 2nd section of Heritage Crossing was developed.

If the city allows an additional 117 homes to be built in that small section of land, homes in Madison Ridge, Heritage Crossing, and on Kande Lane are at risk of water issues.

My daughter owns a home in Heritage Crossing. The 117 new homes will bring additional traffic of 100-200 cars. Larkspur Lane cannot handle the additional traffic. The section of Larkspur north of Wilson is not wide enough for two lanes of traffic to drive safely. Wilson also can't handle the additional traffic and also is not wide enough for two lanes of traffic.

I am asking the Planning Commission to please do it's due diligence and protect the property owners in this area by not allowing this development until the city builds new roads and rebuilds existing roads that will support that much traffic.

Thank you for the opportunity to voice my concerns.

Carol McDaniel

Danielle O'Neal <doneal@durant.org>
To: Carol McDaniel <camcdaniel65@gmail.com>
Cc: planning@durant.org

Wed, Sep 1, 2021 at 9:43 AM

Good Morning,

We have received your concerns and will ensure that the Planning Commission receives the comments. We encourage you to attend the Planning Commission meeting that will be held on Tuesday, September 7 at 6:00 pm. The meeting will be held at City Hall within the Council Chambers.

Please let us know if you have any further questions or concerns.

Thank you,

Danielle

[Quoted text hidden]

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Danielle O'Neal
Community Development Director

City of Durant
300 W. Evergreen
Durant, OK 74701
Phone: (580) 931-6613



Danielle O'Neal <doneal@durant.org>

Fwd: Proposed Development on Wilson Rd

2 messages

Oden Grube <ogrube@durant.org>

Wed, May 26, 2021 at 11:52 AM

To: John Dean <jdean@durant.org>, Danielle Barker <dbarker@durant.org>

Sent from my iPhone

Begin forwarded message:

From: Mike Morris <mmorris@durant.org>

Date: May 26, 2021 at 11:03:47 AM CDT

To: John Dean <jdean@durant.org>, Oden Grube <ogrube@durant.org>

Subject: Fwd: Proposed Development on Wilson Rd

FYI. I just got this and am still digesting it. Anycomments will be appreciated.

Mike Morris

----- Forwarded message -----

From: Tamera Tignor <ttignor75@gmail.com>

Date: Tue, May 25, 2021 at 3:55 PM

Subject: Proposed Development on Wilson Rd

To: <mmorris@durant.org>

Good Afternoon Mr. Morris:

I would like to express my concerns about the proposed development on Wilson Road between Larkspur and 49th Street.

I am retired from the Dallas City Attorneys Office, we had a home built and moved to Durant 2 years ago. We live at 3508 Lazy Lane. Here are my concerns with the planned development:

1. The Heritage Crossing neighborhood currently has one way in and out. There is already issues with the crooked street at the stop sign, which some people fail to stop.
2. As of a few weeks ago, the Fire Dept did not know we were down here, my husband had to put out a fire behind one of the homes on Prairie Crossing because the Fire Dept couldn't find us (this came from the crew that finally showed up after the fire was out) there was no street sign on that street until after the fire, I reminded the City Manager that we were still without proper signage. The street sign went up shortly after that incident.
3. Larkspur is not wide enough, Wilson isn't much better for the existing homes down Larkspur and the Heritage Crossing neighborhood
4. There is a urgent need for traffic signals on University. I have contacted the city manager on many occasions regarding the need for a traffic signal at University and University Plaza, I was told it was planned but so far, nothing has taken place. Gates and Hwy 70 needs a traffic signal as well, we have seen many accidents at that intersection in our two years. In addition to traffic signals whomever owns the vacant lots at University and University Plaza needs to keep the grass cut, it serves as a site obstruction to those trying to navigate the already dangerous intersection.
5. There is a possibility more homes will be going in at the north end of Larkspur which will connect Madison Ridge to Larkspur, bringing additional stress to Larkspur, it will be a shortcut to Walmart and Main Street from Madison

8/31/2021

City of Durant Mail - Fwd: Proposed Development on Wilson Rd

Ridge. We do not need more traffic on a street that is already struggling with existing traffic issues.

It's next to impossible to get something as simple as a street sign out of the city. It took me over a year to get a stop sign and street sign on Prairie Crossing, there are still no street lights north of Carriage Point on Larkspur. Additional development is not a good idea until the city gets its infrastructure straightened out.

Please pass this on to the Planning Commission. Infrastructure must be in place before any sort of positive growth can take place in a city.

Thank you
Tamera Barton Tignor
[3508 Lazy Ln.](#)
[Durant, OK 74701](#)

Danielle O'Neal <doneal@durant.org>
To: Oden Grube <ogrube@durant.org>
Cc: John Dean <jdean@durant.org>, Danielle Barker <dbarker@durant.org>

Wed, May 26, 2021 at 12:35 PM

Thank you for passing this along. I will be sure this gets into the Planning Commission packets.

Thank you,

Danielle O'Neal
Community Development Director

City of Durant
300 W. Evergreen
Durant, OK 74701

Direct Line: (580) 931-6613

Sent from my Android device

[Quoted text hidden]



Danielle O'Neal <doneal@durant.org>

FW: Opposition to the Wilson Housing Development

14 messages

denarymel@gmail.com <denarymel@gmail.com>

Wed, May 26, 2021 at 10:36 AM

To: planning@durant.org

I am concerned about the proposed Wilson Housing Development. I live on 3500 Heritage Drive and must use either Larkspur or Wilson every time I leave my house.

- Larkspur is simply too narrow.
 - Many times I have to drive off into the grass when I meet a larger vehicle. If you look at the sides of the road, you'll see that is a common occurrence.
 - There are three children who stay at that one house at the top of the hill on Larkspur, and they play close to the road.
 - You narrowly miss the mailbox by the residential housing if you're meeting another vehicle there.
- We need a three-way stop sign at the junction of Wilson and Larkspur.
 - There's no logical reasoning behind the missing stop sign, and it is confusing.
 - When traffic increases – and it is already a fairly busy junction – that one road on the curve that is missing a stop sign will cause more issues.
 - The brush by the stop signs needs to be cleared as well, it's hard to see when stopped.
- Victory Life school
 - Currently, there is ONE school sign coming from the North on Larkspur that lists 20mph 8-4. There is not one from the other direction, only a 30mph sign. Does that mean only one side of the road – which is opposite the school – is 20mph 8-4?
 - The sign needs to be both directions, and flashing only when needed, not 8-4 every day. There is no way to know when school is in session, so 20mph 8-4 every day is not realistic and is not obeyed. I polled those I knew, only a couple were even aware of the one sign.

I am for expansion and additional housing. I am not for increased traffic on too-narrow roads, as that is dangerous and will be a bone of contention between the residents and the City. Larkspur and Wilson may seem to be back roads, but quite a lot of traffic goes down those roads. I have not counted the homes I can see down that stretch of Wilson, but only in the Heritage Crossing there are four main roads with two connecting roads. Each side of those main roads has 15 houses, so there's 30 houses on each main road, plus those connecting roads. THAT'S A LOT OF TRAFFIC SIMPLY FROM HERITAGE CROSSING. Now let's add in the traffic from the additional planned 50 homes. You can immediately see why Larkspur, the stop signs, and the need for flashing school signs are so vital to address BEFORE the new homes are built.

I oppose the proposed housing development on Wilson at this time.

Dena Rymel

John Rymel

580-743-0589

8/31/2021

City of Durant Mail - FW: Opposition to the Wilson Housing Development

Danielle O'Neal <doneal@durant.org>
To: denarymel@gmail.com
Cc: planning@durant.org

Wed, May 26, 2021 at 10:44 AM

Good Morning!

We have received your email with your concerns. We will make sure that this goes into the packet for the Planning Commissioners. We also encourage you to attend the meeting scheduled for June 1 at 5:30 pm here at City Hall within the Council Chambers.

Should you have any questions or further concerns, please do not hesitate to contact us.

Thank you,
Danielle

[Quoted text hidden]

--

Danielle O'Neal
Community Development Director

City of Durant
300 W. Evergreen
Durant, OK 74701
Phone: (580) 931-6613

John Dean <jdean@durant.org>
To: Danielle Barker <doneal@durant.org>

Wed, May 26, 2021 at 11:16 AM

----- Forwarded message -----

From: **Mike Morris** <mmorris@durant.org>
Date: Wed, May 26, 2021 at 11:04
Subject: Fwd: Opposition to the Wilson Housing Development
To: John Dean <jdean@durant.org>, Oden Grube <ogrube@durant.org>

More on the Wilson/Larkspur subject.

MM

----- Forwarded message -----

From: <denarymel@gmail.com>
Date: Wed, May 26, 2021 at 10:30 AM
Subject: Opposition to the Wilson Housing Development
To: <mmorris@durant.org>

Mr. Morris:

[Quoted text hidden]

--

John R. Dean, Jr.
City Manager
City of Durant
jdean@durant.org

John Dean <jdean@durant.org>
To: Danielle Barker <doneal@durant.org>

Wed, May 26, 2021 at 11:16 AM

[Quoted text hidden]



Danielle O'Neal <doneal@durant.org>

New Addition On Wilson

2 messages

Pamela Rutherford <pamelalyn84@gmail.com>

Thu, May 27, 2021 at 11:16 AM

To: mmorris@durant.org, planning@durant.org

Dear Mr. Morris, and any others it may concern:

I would like to voice my opinion and concerns on the new neighborhood being considered on Wilson just west of Larkspur. I live in Heritage Crossing, and have for the last 6 years. When I first began looking into this neighborhood 11 years ago, I was assured that Larkspur would be run further north, to provide 2 exits for our neighborhood.

As I am sure you are well aware, that has not been done, leaving us with 1 exit out of Heritage Crossing, despite essentially doubling the number of residents with the new additions past Carriage Point. Our 1 tiny exit to Larkspur is a mess of an intersection, with limited visibility at best. That intersection feeds to Wilson and Larkspur, which are both sorely in need of widening and reinforcing. I drive a small SUV, and when meeting vehicles I am within inches of being run off the road due to limited space. I used to meet vehicles a lot less frequently, and with adding the large number of residences on Wilson, that issue will continue to be further compounded.

We desperately need another exit from Heritage Crossing. If the creek floods the bridge (as it has in the past) there is no entrance and no exit for residents or emergency vehicles. Heaven forbid the bridge wash out, and we are all stuck here. If there were a fire or other emergency, we are also trapped. That's the first and biggest issue that I want to share my concern about. I think things like that, that are huge safety issues need to be remedied before considering adding more traffic and residents to an already congested area.

Larkspur and Wilson must be widened, and the issues of traffic exiting onto University from Larkspur need to be dealt with as well. It is nearly impossible to turn left onto University as you are leaving Walmart to head to our neighborhoods, and adding 50 or more houses to the mix will further worsen that issue as well. Please pump the brakes on this project, and consider our dire need for these other issues to be handled first.

Thank you for your time!

Pamela Rutherford
Heritage Crossing Resident

Danielle O'Neal <doneal@durant.org>

Thu, May 27, 2021 at 11:45 AM

To: Pamela Rutherford <pamelalyn84@gmail.com>

Cc: Mike Morris <mmorris@durant.org>, planning@durant.org

Good Afternoon!

Thank you for your email. We will be sure that the Planning Commissioners receive a copy. We encourage you to attend the meeting which will be on June 1 at 5:30 pm and will be located at City Hall within the Council Chambers.

Please let us know if you have any further questions or concerns.

Thank you,

Danielle

[Quoted text hidden]

Danielle O'Neal
Community Development Director

City of Durant
300 W. Evergreen
Durant, OK 74701
Phone: (580) 931-6613

From: **Carol McDaniel** <camcdaniel65@gmail.com>

Date: Wed, Sep 8, 2021, 7:43 PM

Subject: Re: Out of office Re: Proposed housing development by Heritage Crossing

To: Danielle O'Neal <doneal@durant.org>

Ms. O'Neal,

Thank you for allowing me to submit a letter to the City Council. Also, I saw in the agenda documents that this housing addition will not fall under the new subdivision code because it was submitted prior to the approval of the new code? Can you give me details as to what the new subdivision code is?

Mayor Grube and Durant City Council members,

I am writing in regards to the proposed housing development request located north of Heritage Crossing. I submitted a letter to the Planning Commission and was encouraged to attend the meeting on Sept 6th. I, along with several other residents, voiced concerns about this development. However, I was disappointed when the committee chair addressed those present stating that the committee only reviews the plat and determines if it meets the requirements and guidelines for the plat with no regard to roadways and drainage issues. When asked who made the decision regarding the roadways, we were told it was the city council's decision. It was also stated that sometimes they (the Planning Commission) have to approve plats to "push" the city into creating the new roadways.

Heritage Crossing has approximately 190 homes and the proposed development is for an additional 116 homes. With the 190 current homes, that is 375+ cars traveling Larkspur Lane or Wilson Street daily. The 116 additional homes could increase that to 600+ cars traveling those roads. Larkspur Lane is in very poor shape and is not wide enough to support that kind of traffic. Planning Commission member, Whitney Kerr, even stated that "Larkspur Lane is horrible". Wilson Street is also not built to handle that much traffic and will deteriorate quickly with the additional traffic. The plat shows that the new housing addition will connect to Madison Ridge giving another point of entry/exit to the new housing addition. The roads in the Ridgemont Estates & Madison Ridge area will not hold up to the increased traffic. Traffic will also increase on Mockingbird Lane and Washington. I'm not sure who made the repairs to Mockingbird Lane but find it ironic that the repairs stop shortly after passing the Camelot addition.

I also have concerns regarding drainage issues. Back in 2007, during a season of many days of continuous rain, the city faced water issues across Durant including Heritage Crossing and Ridgemont Estates. My home sits at the south end of Kande Lane. Water flowed from Camelot, to Madison Ridge and from Madison Ridge to Kande Lane. Water was also flowing from Ridgemont Estates 1

to over to Kande Lane and with my home being at the end of the circle and water coming from both directions, my home flooded. A poor drainage system on Kande Lane along with inadequate drainage in Madison Ridge and Ridgemont 1 brought water knee high on the road outside by house. We were told the city wasn't able to make corrections to the drainage system on Kande Lane but then the road collapsed one day when a school bus came through and the city had no choice but to make the repairs. I am grateful for the improvements that were made to the drainage system but with continued fear of flooding, I purchase flood insurance because my home was determined to be in a flood plain. The development of 116 homes and roadways on just 36 acres will increase the potential for drainage issues for Heritage Crossing, Madison Ridge, and Kande Lane.

I am not opposed to building new homes in Durant if the homes are needed. However, I am asking the City Council to consider the location, the lack of adequate roadways, and water issues that could arise for the 3 current housing additions. Is this the best location? Will the current roadways handle the 600+ cars traveling on them? Will putting 116 homes and roadways on 36 acres increase the risk of flooding for current residents?

The addition of Heritage Crossing 2 and 3 didn't bring new roadways or road improvements after those plats were approved. With the land for sale on the west side of Larkspur Lane in Heritage Crossing, it is only a matter of time before development is requested on the west side of the road.

Don't put the cart before the horse and build first with the intent of adding the roadways and drainage systems later. Because later usually never happens.

Residents of Heritage Crossing, Madison Ridge, and Ridgemont Estates deserve to have their properties protected. I respectfully request that the City Council vote no on this plat until the city provides adequate roadways and drainage systems.

Sincerely,
Carol McDaniel



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Danielle O'Neal
 Director
Re: Discussion, Consideration and Possible Action on Ordinance O-2021-25, a Rezoning request from R-2, Two-Family Residential to C-3, General Commercial for property located near North 2nd Avenue and Cedar Street (PC2021-23)

1. Section 1 of Ordinance O-2021-25
2. Section 2, the Emergency Clause

Request: Consider a request from the City of Durant, for a rezoning of the property located near North 2nd Avenue and Cedar Street from R-2, Two-Family Residential District to C-3, General Commercial District.

Current Zoning: R-2, Two-Family Residential

Requested Zoning: C-3, General Commercial

Surrounding Properties:

Direction	Zoning	Use
North	R-3	Single Family
West	C-1	Residential
South	C-3	Commercial
East	C-3	Commercial

Applicant: City of Durant

Background: Many years ago, a commercial building was allowed to be constructed and operated as such for many years on this residentially zoned lot. By rezoning this lot to C-3 the city is simply correcting a city mistake that took place many years ago. One must assume that the historical use of this property as commercial has been considered acceptable through the years. The City Attorney holds that this action is allowable by law. The City has changed zoning to a specific area, with the Central Business district probably the most notable. This is the first piece of property we are asking to have the zoning corrected in this area. As you know, you can have a less restrictive use on a zoned property but not a more restrictive use. So, if the zoning is changed from R-2 to C-3, the property could be used as residential. But as the current R-2 zoning, it cannot be used as C-3.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any calls or emails regarding this rezoning request.

Analysis: The aforementioned property is approximately 9,300 sq. ft. (0.20 acres) and currently has an office building on this piece of property. The area is made up of a mixture of Residential and Commercial Zoned properties. The subject property does meet the requirements for the lot area that is required within the requested zoning type.

The current Land Use Map appears to have this area as medium density residential land uses; therefore, this rezoning request does not appear to be in compliance with the current Comprehensive Plan. It should be noted that we are currently working on updating the Comprehensive Plan and Future Land Use Map.

Planning Commission Recommendation: Planning Commission recommends denial of this rezoning request.

Staff Recommendation: Staff recommends approval of this rezoning request.

Required Action: Hear the item and approve or deny the rezoning request for the property located near North 2nd Avenue and Cedar Street. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

The Planning Commission recommends denial of this rezoning request.

Staff recommends approval of this rezoning request.

City Staff Information / Action Follow-up, if Council authorizes this action:

City Clerk

GIS

Community Development

ATTACHMENTS:

1. PC2021-23 Ordinance and Supporting Documents

Aerial Maps



Zoning Map



Zoning Map

Petition # 2021-23 - N 2nd Ave

- A1 - Agriculture
- C0 - Professional & Business Office
- C1 - Convenient Commercial
- C2 - Highway Commercial
- C3 - General Commercial
- CBD - Central Business District
- H1 - Health Facilities
- I1 - Light Industrial
- I2 - Medium Industrial
- R1 - Single Family Residential
- R2 - Two Family Residential
- R3 - General Residential - Multi-Family

Use this map as a guide and not as definitive information. The information depicted by this map are provided for illustrative purposes only. Information such as property ownership, acreage, property boundaries are to be verified on the Bryan County Assessor's Office by the user. The user is responsible for determining accuracy and/or correctness of information reflected on this map. This map is provided "as is" with no warranties, expressed or implied.

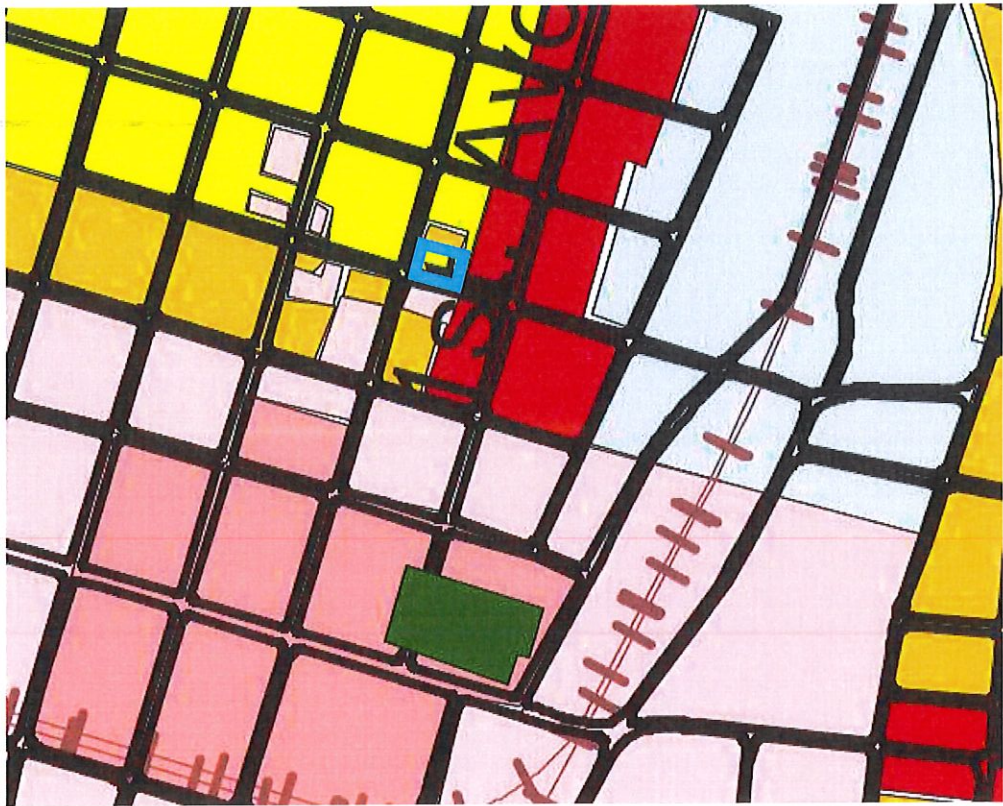


City of Durant
Community Development

Printed: July 12, 2021



Future Land Use Map



-  Durant City Limits
-  Calera City Limits
-  Roads and Highways
-  Railroads
-  School District Boundaries
-  Agriculture
-  Low-density Residential
-  Medium-density Residential
-  High-density Residential
-  Public & Open Space
-  General Commercial
-  Central Business District
-  Highway Commercial
-  Light Industrial
-  Medium Industrial
-  Outside City Limits
-  Parks

§ 157.027 C-3 GENERAL COMMERCIAL DISTRICT.

This commercial district is designed for the conduct of personal and business services and the general retail trade of the community. It is designed to accommodate a wide variety of commercial uses in the Central Business District or areas of mixed business enterprises. It will not normally be applied in the case of new commercial areas.

(`93 Code, § 12-214) (Ord. 1040, passed 4-12-83)

ORDINANCE NO. O-2021-25

**AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE
AND DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That the zoning map is hereby amended as to replace the R-2, Two-Family Residential Zoning District to the C-3, General Residential Zoning District for property located near North 2nd Avenue and Cedar Street, in Durant, and more particularly described as;

Lot 5 in Block 110 in the City of Durant, Bryan County, Oklahoma, according to the official plat and survey thereof.

SECTION 2. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 14th day of September, 2021.

Oden Grube, Mayor
City Of Durant, Oklahoma

ATTEST:

Cynthia J. Price, City Clerk

REZONING APPLICATION

Petition # PC2021-23
 Fee \$ _____

APPLICANT INFORMATION

Name: City of Durant	Email:	Phone #1
Mailing Address: 300 W Evergreen		Phone #2
City: Durant	State: OK	Zip: 74701
Applicant's Interest in Property: The City is looking to help bring properties in conformance with current ordinances.		Fax #

___ Please use attached addendum if there is more than one applicant.

Physical Address of Rezoning Request:			
☒ Platted ___ Un-Platted	Subdivision see attached	Lot	Block
Legal Description: (If Un-platted)			
___ Deed Attached (required) If applicant is not owner listed on deed, owner consent must be included.			

Request Rezoning From: R-3 / R-2	Request Rezoning To: C-3		
Present Use: Commercial Uses	Proposed Use: Commercial Uses		
Parcel Width:	Parcel Length:	Acres:	Street/Road Frontage:
___X___ City Water (If City Water will be extended or improvements will be made, please explain:)			
___X___ City Sewer (If City Sewer will be extended or improvements will be made, please explain:)			
___ Private Water ___ Private Sewer			
Is Property in the Floodplain?	Is property in the Airport Zone.		

The applicant has prepared this application and supporting documentation and certifies that the facts stated herein and exhibits attached hereto are true and correct.

 Signature of Applicant

 Date

Office Use Only

Date Filed	Date Payment Received	Notification Mailed	Comments
Initial	Initial	Initial	
Proof of Publication Received	Property Posting Verified	Comprehensive Plan Recommendations	
Date Initial	Date Initial		
Staff Recommendation ___ Approve ___ Deny	PC Recommendation ___ Approve ___ Deny	City Council Action ___ Approve ___ Deny	Ordinance #

REZONING SUPPORTING INFORMATION

1. List the changed or changing conditions in the area or in the City which makes this zone change necessary.

_____The rezoning is being looked at by the City of Durant of the current uses in this area not matching the zoning. Staff was made aware of this area due to various inquiries into these properties

2. Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

_____Neither area appears to be in compliance of the current Future Land Use Map. However, the Comp Plan and Future Land Use Map is currently being updated, so that may affect the properties being in accordance or not.

3. List any other reasons to support this zone change.

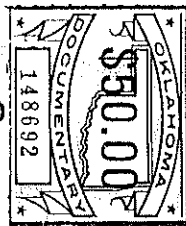
_____The area of the rezoning has been used for more of a commercial use than a residential use and currently have areas that would be nonconforming to the ordinances, which may affect the owners of the property to be able to use the property.



WARRANTY DEED

JOINT TENANCY

KNOW ALL MEN BY THESE PRESENTS:



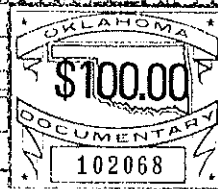
STATE OF OKLAHOMA, Bryan COUNTY, ss

This instrument was filed for record on the 17 day of Oct

A. D., 1996, at 1 o'clock 04 minute P. M., and duly

recorded in Book No. 887 at Page 766 Fee \$

Blanche Williams
County Clerk
By Deputy



That,

DAVID M. SITTON and CHERYN K. SITTON, husband and wife

part ies of the first part, in consideration of the sum of

TEN AND NO/100--

(\$ 10.00

) DOLLARS,

the receipt of which is hereby acknowledged, do es by these parties, grant, bargain, sell and convey unto

BILLY R. TRENT, JR. 6605 Eagle Lake Dr., Durant, Oklahoma, 74701

and MANDY LEE TRENT, husband and wife

as joint tenants, the survivor to take all,

and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the following described real property and premises, situated in BRYAN County, State of Oklahoma, to-wit:

Lots 1, 2 and 3, in Block 65, and the East 10 feet of the Alley abutting the West Lot Lines thereof in the CITY OF DURANT, Bryan County, Oklahoma, according to the official plat and survey thereof.

AND

Lot 5, in Block 110, in the CITY OF DURANT, Bryan County, Oklahoma, according to the official plat and survey thereof.

INDEXED

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto parties of the second part, their grantees and the heirs and grantees of the survivors, forever, free, clear, and discharged of and from all former grants, titles, charges, judgements, taxes, mortgages and other liens and incumbrances of whatever nature.

SIGNED AND SEALED this 17 day of October 19 96
David M. Sitton Cheryn K. Sitton
DAVID M. SITTON CHERYN K. SITTON

ACKNOWLEDGMENT

STATE OF ~~OKLAHOMA~~ MISSOURI County, ss.

Before me, Notary Public in and for said County and State, on this 17 day of October, 19 96, personally appeared

DAVID M. SITTON and CHERYN K. SITTON, husband and wife

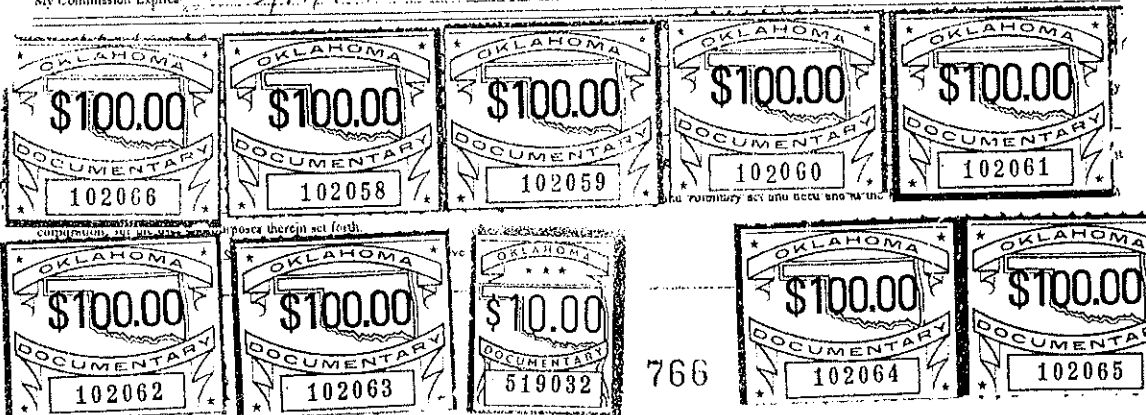
to me known to be the identical persons 8 who executed the within and foregoing instrument, and acknowledged to me that they executed the same

as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written

My Commission Expires 3/11/97

Don Barth Notary Public





The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Danielle O'Neal
 Director
Re: Discussion, Consideration and Possible Action on Ordinance O-2021-26 a Rezoning request from R-3, General Residential to C-3, General Commercial for property located near North 2nd Avenue and Beech Street (PC2021-24)

1. Section 1 of Ordinance O-2021-26
2. Section 2, Emergency Clause

Request: Consider a request from the City of Durant, for a rezoning of the property located near North 2nd Avenue and Beech Street from R-3, General Residential District to C-3, General Commercial District.

Current Zoning: R-3, General Residential

Requested Zoning: C-3, General Commercial

Surrounding Properties:

Direction	Zoning	Use
North	C-3	Commercial
West	R-3	Commercial
South	C-3	Church
East	C-3	Commercial

Applicant: City of Durant

Background:

As with the previous case, this area is currently used as commercial but zoned residential. By rezoning this lot to C-3 the city is simply correcting a city mistake. One must assume that the historical use of this property as commercial has been considered acceptable through the years. The City Attorney holds that this action is allowable by law. The City has changed zoning to a specific area, with the Central Business district probably the most notable. This is the first piece of property we are asking to have the zoning corrected in this area. As you know, you can have a less restrictive use on a zoned property but not a more restrictive use. So, if the zoning is changed from R-2 to C-3, the property could be used as residential. But as the current R-2 zoning, it cannot be used as C-3.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any calls or emails regarding this rezoning request. Staff did talk with one of the property owners and they were in support of this zoning change.

Analysis: The aforementioned property is approximately a total of 26,900 sq. ft. (0.60 acres) and currently church facilities, a parking lot and part of an auto repair business are on this piece of property. The area is made up of a mixture

of Residential and Commercial Zoned properties. The subject property does meet the requirements for the lot area that is required within the requested zoning type.

The current Land Use Map appears to have this area as high density residential land uses; therefore, this rezoning request does not appear to be in compliance with the current Comprehensive Plan. It should be noted that we are currently working on updating the Comprehensive Plan and Future Land Use Map.

Planning Commission Recommendation: Planning Commission recommends denial of this rezoning request.

Staff Recommendation: Staff recommends approval of this rezoning request.

Required Action: Hear the item and approve or deny the rezoning request for the property located near North 2nd Avenue and Beech Street. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

The Planning Commission recommends denial of this rezoning request.

City Staff recommends approval of this rezoning request.

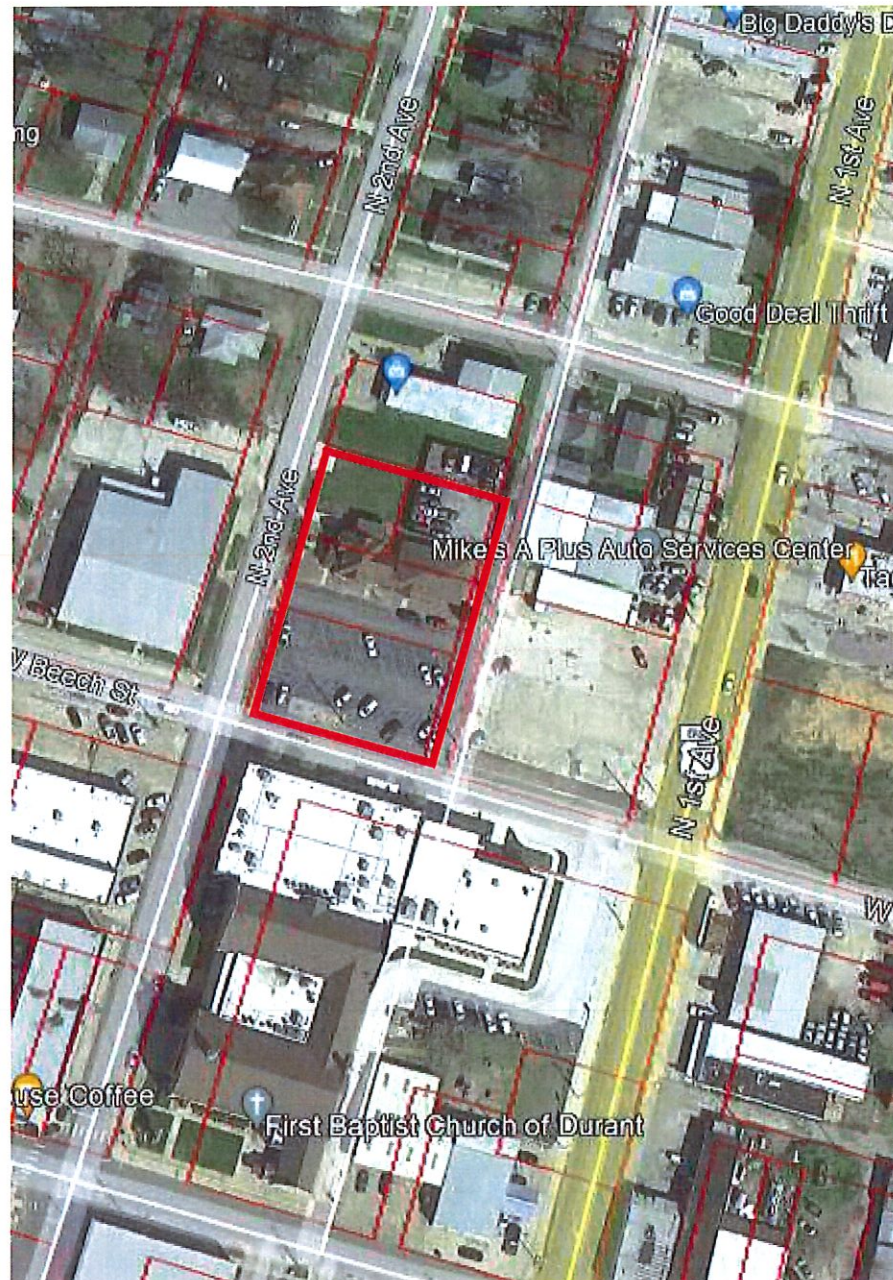
City Staff Information / Action Follow-up, if Council authorizes this action:

City Clerk
GIS
Community Development

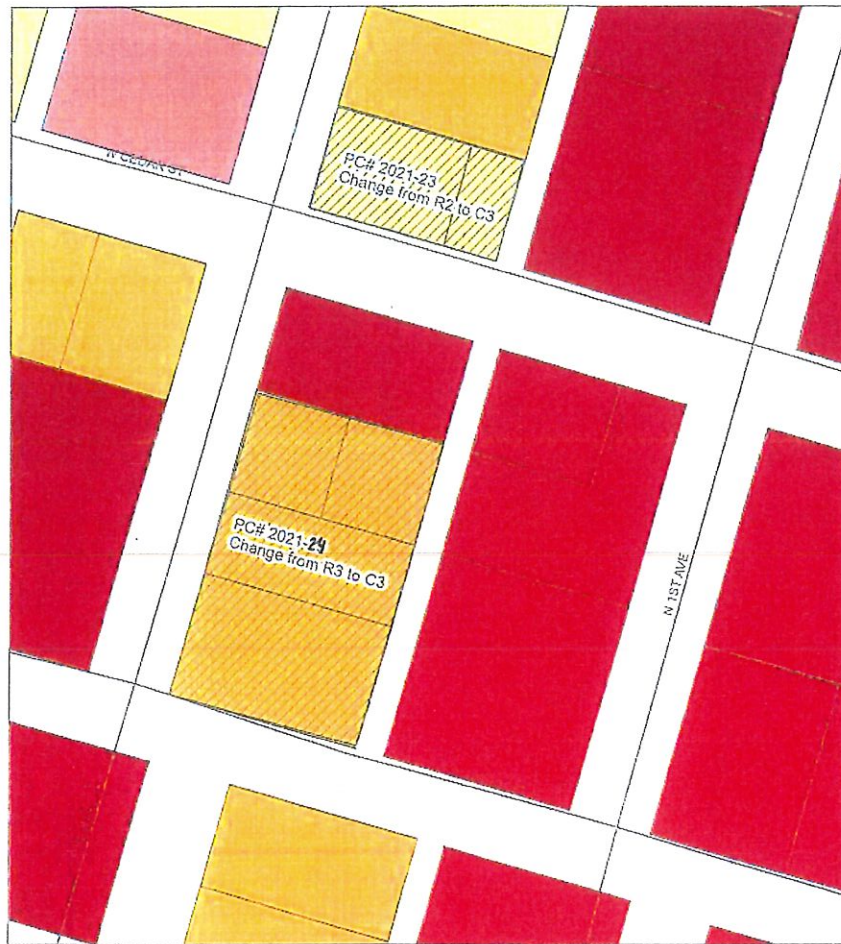
ATTACHMENTS:

1. PC2021-24 Ordinance and Supporting Documents

Aerial Maps



Zoning Map



Zoning Map

Petition # 2021-23 - N 2nd Ave

- A1 - Agriculture
- C0 - Professional & Business Office
- C1 - Convenient Commercial
- C2 - Highway Commercial
- C3 - General Commercial
- CBD - Central Business District
- H1 - Health Facilities
- I1 - Light Industrial
- I2 - Medium Industrial
- R1 - Single Family Residential
- R2 - Two Family Residential
- R3 - General Residential - Multi-Family

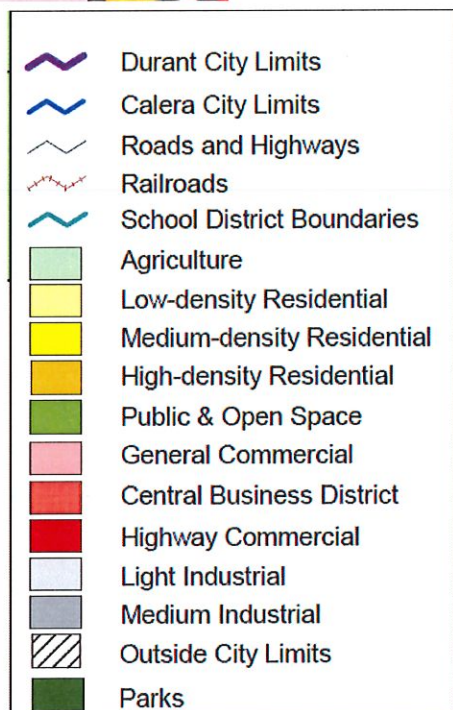
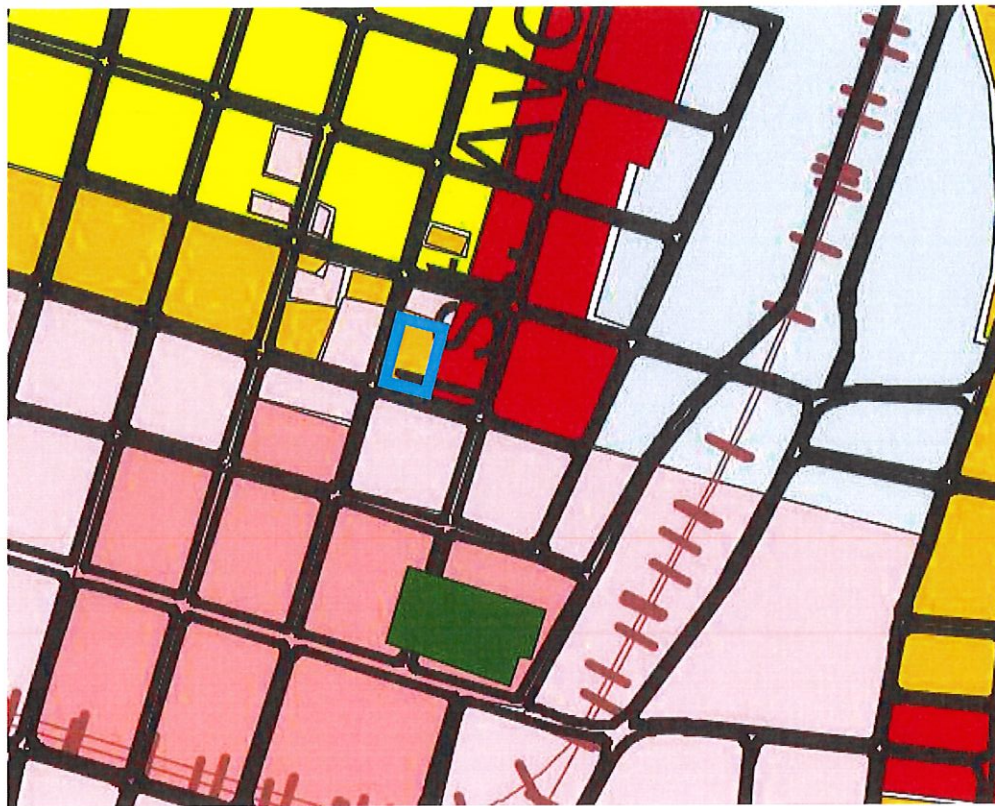
This map is a guide and not a definitive statement. It is information supplied by the map and is provided for illustrative purposes only. It is not intended to be used as a legal document. Any boundary shown on this map is to be verified with the local Assessor's Office or the local Planning Department. The map is provided as a guide and not a definitive statement. It is information supplied by the map and is provided for illustrative purposes only. It is not intended to be used as a legal document. Any boundary shown on this map is to be verified with the local Assessor's Office or the local Planning Department.



City of Durant
Community Development
Printed July 12, 2021



Future Land Use Map



§ 157.027 C-3 GENERAL COMMERCIAL DISTRICT.

This commercial district is designed for the conduct of personal and business services and the general retail trade of the community. It is designed to accommodate a wide variety of commercial uses in the Central Business District or areas of mixed business enterprises. It will not normally be applied in the case of new commercial areas.

(`93 Code, § 12-214) (Ord. 1040, passed 4-12-83)

ORDINANCE NO. O-2021-26

**AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE
AND DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That the zoning map is hereby amended as to replace the R-3, General Residential Zoning District to the C-3, General Residential Zoning District for property located near North 2nd Avenue and Beech Street, in Durant, and more particularly described as;

Lots 5, 6 and 7 in Block 135 in the City of Durant, Bryan County, Oklahoma, according to the official plat and survey thereof.

SECTION 2. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 14th day of September, 2021.

Oden Grube, Mayor
City Of Durant, Oklahoma

ATTEST:

Cynthia J. Price, City Clerk

REZONING APPLICATION

Petition # PC2021-24
 Fee \$ _____

APPLICANT INFORMATION

Name: City of Durant	Email:	Phone #1
Mailing Address: 300 W Evergreen		Phone #2
City: Durant	State: OK	Zip: 74701
Applicant's Interest in Property: The City is looking to help bring properties in conformance with current ordinances.		Fax #

___ Please use attached addendum if there is more than one applicant.

Physical Address of Rezoning Request:			
☒ Platted ___ Un-Platted	Subdivision see attached	Lot	Block
Legal Description: (If Un-platted)			
___ Deed Attached (required) If applicant is not owner listed on deed, owner consent must be included.			

Request Rezoning From: R-3 / R-2		Request Rezoning To: C-3	
Present Use: Commercial Uses		Proposed Use: Commercial Uses	
Parcel Width:	Parcel Length:	Acres:	Street/Road Frontage:
___X___ City Water (If City Water will be extended or improvements will be made, please explain:)			
___X___ City Sewer (If City Sewer will be extended or improvements will be made, please explain:)			
___ Private Water		___ Private Sewer	
Is Property in the Floodplain?	Is property in the Airport Zone.		

The applicant has prepared this application and supporting documentation and certifies that the facts stated herein and exhibits attached hereto are true and correct.

 Signature of Applicant Date

Office Use Only

Date Filed		Date Payment Received		Notification Mailed		Comments	
Initial		Initial		Date		Initial	
Proof of Publication Received				Property Posting Verified		Comprehensive Plan Recommendations	
Date Initial		Date Initial		Date Initial		Date Initial	
Staff Recommendation ___ Approve ___ Deny		PC Recommendation ___ Approve ___ Deny		City Council Action ___ Approve ___ Deny		Ordinance #	

REZONING SUPPORTING INFORMATION

1. List the changed or changing conditions in the area or in the City which makes this zone change necessary.

_____The rezoning is being looked at by the City of Durant of the current uses in this area not matching the zoning. Staff was made aware of this area due to various inquiries into these properties

2. Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

_____Neither area appears to be in compliance of the current Future Land Use Map. However, the Comp Plan and Future Land Use Map is currently being updated, so that may affect the properties being in accordance or not.

3. List any other reasons to support this zone change.

_____The area of the rezoning has been used for more of a commercial use than a residential use and currently have areas that would be nonconforming to the ordinances, which may affect the owners of the property to be able to use the property.

INDEXED

#420,442

OKLAHOMA STATUTORY FORM

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That;

ALLEN J. McCARTY and

KATHERINE J. McCARTY

husband and wife

STATE OF OKLAHOMA, Bryan COUNTY, ss.

This instrument was filed for record on the 10 day of Feb

A. D., 1988, at 10:45 o'clock, minutes 1 M., and duly re

corded in Book No. 776 at Page 26, Fee \$

Sue Damsky County Clerk

By Mary Lou Garner Deputy

of BRYAN County, State of Oklahoma, part 1es of the first part, in consideration of the sum of ten dollars (\$10.00) and other valuable consideration

in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto FIRST BAPTIST CHURCH OF DURANT, OKLAHOMA

124 W. Evergreen Durant, Okla.

Oklahoma, Part. Y of the second part, the following described real property and premises, situated in the County of BRYAN State of Oklahoma, to-wit:

South 90' of Lot 5 and 6 of Block 135, City of Durant, Bryan County, Oklahoma, according to the official plat thereof.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. TO HAVE AND TO HOLD said described premises unto the said Part. Y of the second part, their heirs and assigns, forever free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND DELIVERED this, the 26th day of January, 1988 Allen J. McCarty Katherine J. McCarty ALLEN J. McCARTY KATHERINE J. McCARTY

ACKNOWLEDGMENT

STATE OF OKLAHOMA, BRYAN County, ss. I, Notary Public in and for said County and State, on this 26th day of January, 1988 personally appeared ALLEN J. McCARTY and KATHERINE J. McCARTY to my knowledge the identified persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my hand and seal this day and year last above written. 1/12/92 Robin L. Dudley Notary Public

ACKNOWLEDGMENT BY CORPORATION

OKLAHOMA \$10.00 463505 OKLAHOMA \$5.00 421329 OKLAHOMA \$3.00 132371 OKLAHOMA \$1.50 76898

P-26

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 40.00

**WARRANTY DEED
(INDIVIDUAL)**

513800
State of Oklahoma
County of Bryan
Filed 9-27-99
Book 945 Page 892 Tr 135
Glenda Sue Williams 893
County Clerk Glenda Sue Williams Deputy

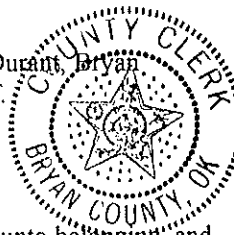
KNOW ALL MEN BY THESE PRESENTS:

INDEXED

That; DONALD J. LYLES and STEVE ANNA LYLES, husband and wife, and LEON KAPCHINSKY and FRANCES KAPCHINSKY, husband and wife, all of Bryan County, State of Oklahoma, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **THE FIRST BAPTIST CHURCH, DURANT, OK** 124 W. Evergreen Durant, OK 74701 of Bryan County, State of Oklahoma, party of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

North 60 feet of Lots 5 and 6 in Block 135 in the City of Durant, Bryan County, Oklahoma according to the official plat thereof.

R.S. \$40.00



together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto party of the second part, its heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND SEALED this the 24 day of September, 1999.

Donald J. Lyles
DONALD J. LYLES

Steve Anna Lyles
STEVE ANNA LYLES

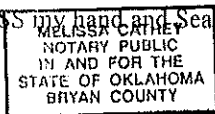
Leon Kapchinsky
LEON KAPCHINSKY

Frances Kapchinsky
FRANCES KAPCHINSKY

STATE OF OKLAHOMA)
)ss. ACKNOWLEDGMENT
COUNTY OF BRYAN)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of September, 1999, personally appeared **DONALD J. LYLES and STEVE ANNA LYLES**, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Seal the day and year last above written.



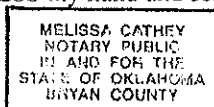
Melissa Cathey
NOTARY PUBLIC

My Commission Expires: 8-29-2002

STATE OF OKLAHOMA)
)ss. ACKNOWLEDGMENT
COUNTY OF BRYAN)

Before me, the undersigned, a Notary Public for said County and State, on this 24 day of September, 1999, personally appeared **LEON KAPCHINSKY and FRANCES KAPCHINSKY**, husband and wife, known to me the be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



Melissa Cathey
NOTARY PUBLIC

My Commission Expires: 8-29-2002

513 801
State of Oklahoma
County of Bryan
Filed 9-27-99
Book 945 Page 894 Im 1136
Glenda Sue Williams
County Clerk Bond Deputy.
Brown

KNOW ALL MEN BY THESE PRESENTS:

That; **CLYDE C. MOODY** and **NORMA J. MOODY**, husband and wife, of Harris County, State of Texas, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **THE FIRST BAPTIST CHURCH, DURANT, OK** 124 W. Evergreen, Durant, OK 74701 of Bryan County, State of Oklahoma, party of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

North 60 feet of Lots 5 and 6 in Block 135 in the City of Durant, Bryan County, Oklahoma according to the official plat thereof.

R.S. \$20.00

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto party of the second part, its heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND SEALED this the 22nd day of September, 1999.

Clyde C. Moody
CLYDE C. MOODY

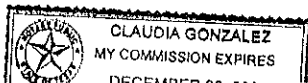
Norma J. Moody
NORMA J. MOODY

STATE OF TEXAS)
)ss. ACKNOWLEDGMENT
COUNTY OF Harris)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of September, 1999, personally appeared **CLYDE C. MOODY and NORMA J. MOODY**, husband and wife, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Seal the day and year last above written.

Claudia Gonzalez
NOTARY PUBLIC



2

WARRANTY DEED
(INDIVIDUAL)

I-2009-617736 Book 1218 Pg: 400
01/22/2009 2:41 pm Pg 0400-0400
Fee: \$ 13.00 Doc: \$ 21.00
Patricia L. Brady - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That, **TIGER LYNN HUTCHERSON**, a single person, party of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **MASOUD GHADIANLOO**, 317 N 1st Durant, OK 74701, party of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

East 70 feet of Lot 7 in Block 135 in the City of Durant, Bryan County, Oklahoma, according to the official plat thereof.

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 21.00

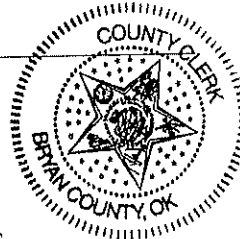
R. S. \$21.00

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto party of the second part, its heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND SEALED this the 21st day of January, 2009.

Tiger Hutcherson
TIGER LYNN HUTCHERSON



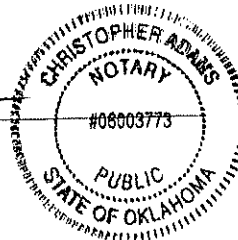
STATE OF OKLAHOMA)
)ss. ACKNOWLEDGMENT
COUNTY OF BRYAN)

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of January, 2009, personally appeared TIGER LYNN HUTCHERSON, a single person, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

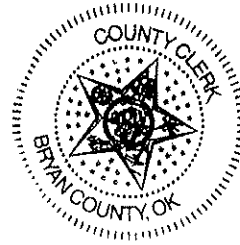
WITNESS my hand and Seal the day and year last above written.

My Commission Expires: 4/12/10

Christopher Adams
NOTARY PUBLIC



WARRANTY DEED
(INDIVIDUAL)



KNOW ALL MEN BY THESE PRESENTS:

THAT Masoud - GHADIAN LOO (single)

part of the first part, in consideration of the sum of (\$ 13.00)
DOLLARS in hand paid, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell
and convey unto, MIKE'S DURANT PROPERTIES, LLC

317 N. 1st Durant, OK 74701
party of the second part, the following described real property and premises situated in the County of
BRYAN, State of Oklahoma, to-wit:

Tract 1 Lot 6 in Block 9 in Twin Oaks Addition
Tract 2 W70 of LT 7 BLK 135 Durant

together with all improvements thereon and the appurtenances hereto belonging, and warrant the title to the
same.

TO HAVE AND TO HOLD said described premises unto party of the second part, its heirs and assigns, forever,
free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens
and encumbrances of whatsoever nature.

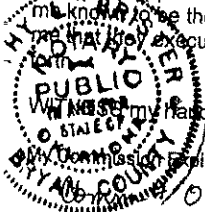
SIGNED AND DELIVERED this 24th day of January, 2014

Masoud Ghadian Loo

ACKNOWLEDGMENT

STATE OF OKLAHOMA Bryan COUNTY ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of Jan, 2013,
personally appeared Masoud Ghadian Loo and _____ to
me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to
me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set



Witness my Hand and Seal the day and year last above written.

My Commission Expires: 02-26-17 Kathy L. Buxton Notary Public
01003322

WARRANTY DEED

I-2013-661295 Book 1342 Pg: 108
07/17/2013 10:34 am Pg 0108-0108
Fee: \$ 13.00 Doc: \$ 21.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That KEVIN KEENER AND MARIE KEENER, husband and wife, parties of the first part, in consideration of the sum of TEN (\$10.00) DOLLARS in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto MIKE'S DURANT PROPERTIES LLC, of 317 N 1st AVENUE, Durant, OK 74701 party of the second part, the following described real property and premises situate in Bryan County, State of Oklahoma, to-wit:

The West 70 feet of Lot 7 in Block 135 in the City of Durant, Bryan County, Oklahoma, according to the official plat thereof.

Less and Except all the oil, gas and other minerals outstanding of record.

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs, successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND DELIVERED this 12 day of July, 2013.



KEVIN KEENER



MARIE KEENER



ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF BRYAN)

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 21.00

Before me, the undersigned a Notary Public in and for said County and State, on this 12 day of July, 2013, personally appeared KEVIN KEENER AND MARIE KEENER, husband and wife, to me known to be the identical persons who executed the above and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Seal the day and year last above written.

My Commission Expires: 10/21/16





NOTARY PUBLIC
Commission No. 04009550



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Danielle O'Neal
 Director
Re: Discussion, Consideration and Possible Action on Ordinance O-2021-27 a Rezoning request from I-1, Light Industrial to I-2, Medium Industrial for property located near McLean Dr. and the Kiamichi Railroad (PC2021-26)

1. Section 1 of Ordinance 2021-27
2. Section 2, Emergency Clause

Request: Consider a request from the Durant Industrial Authority, for a rezoning of the property located near McLean Dr. and the Kiamichi Railroad from I-1, Light Industrial District to I-2, Medium Industrial District.

Current Zoning: I-1, Light Industrial

Requested Zoning: I-2, Medium Industrial

Surrounding Properties:

Direction	Zoning	Use
North	I-1	Vacant
West	A-1	Vacant
South	A-1	Oil / Gas Facilities
East	I-2	Industrial

Applicant: Durant Industrial Authority

Background: Applicant approached staff regarding the rezoning of this property for a potential new development. The applicant states that the rezoning request would help attract more people to this piece of property and there may be an interested party in this piece of property depending on this rezoning request. The lot does have city water nearby but does not appear to have city sewer.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any calls or emails regarding this rezoning request.

Analysis: The aforementioned property is approximately a total of 39 acres and is currently a vacant piece of property. The area is made up of a mixture of Industrial and Agriculture Zoned properties. The subject property does meet the requirements for the lot area that is required within the requested zoning type. The current Future Land Use Map appears to have this area as low density residential land uses; therefore, this rezoning request appears to not be in compliance with the current Future Land Use Map. It should be noted that we are currently working on updating the Comprehensive Plan and Future Land Use Map.

Planning Commission Recommendation: Planning Commission recommends denial of this rezoning request.

Staff Recommendation: Staff recommends approval of this rezoning request.

Required Action: Hear the item and approve or deny the rezoning request for the property located near South McLean Dr. and the Kiamichi Railroad. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

The Planning Commission recommends denial of this rezoning request.

City Staff recommends approval of this rezoning request.

City Staff Information / Action Follow-up, if Council authorizes this action:

City Clerk

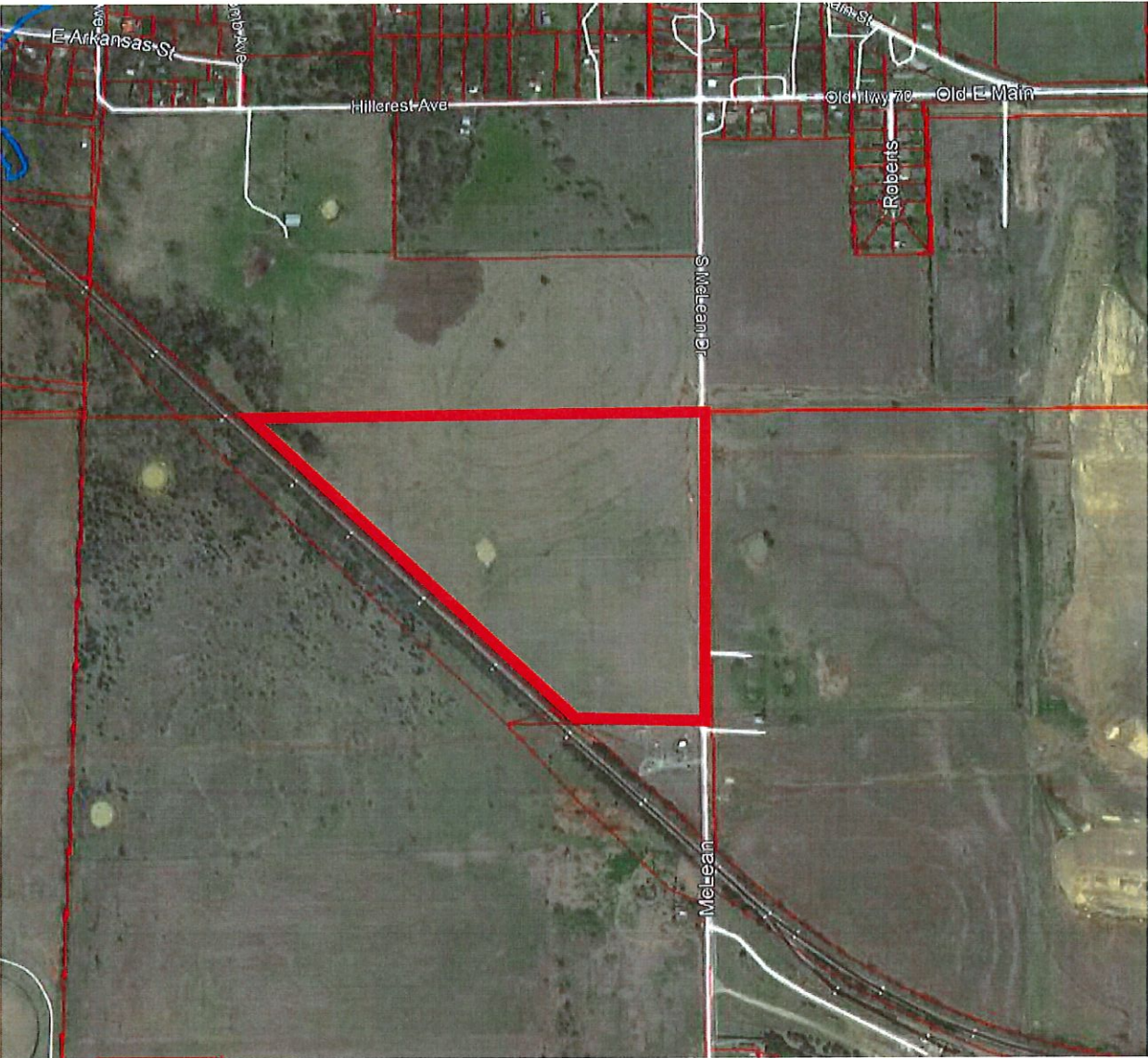
GIS

Community Development

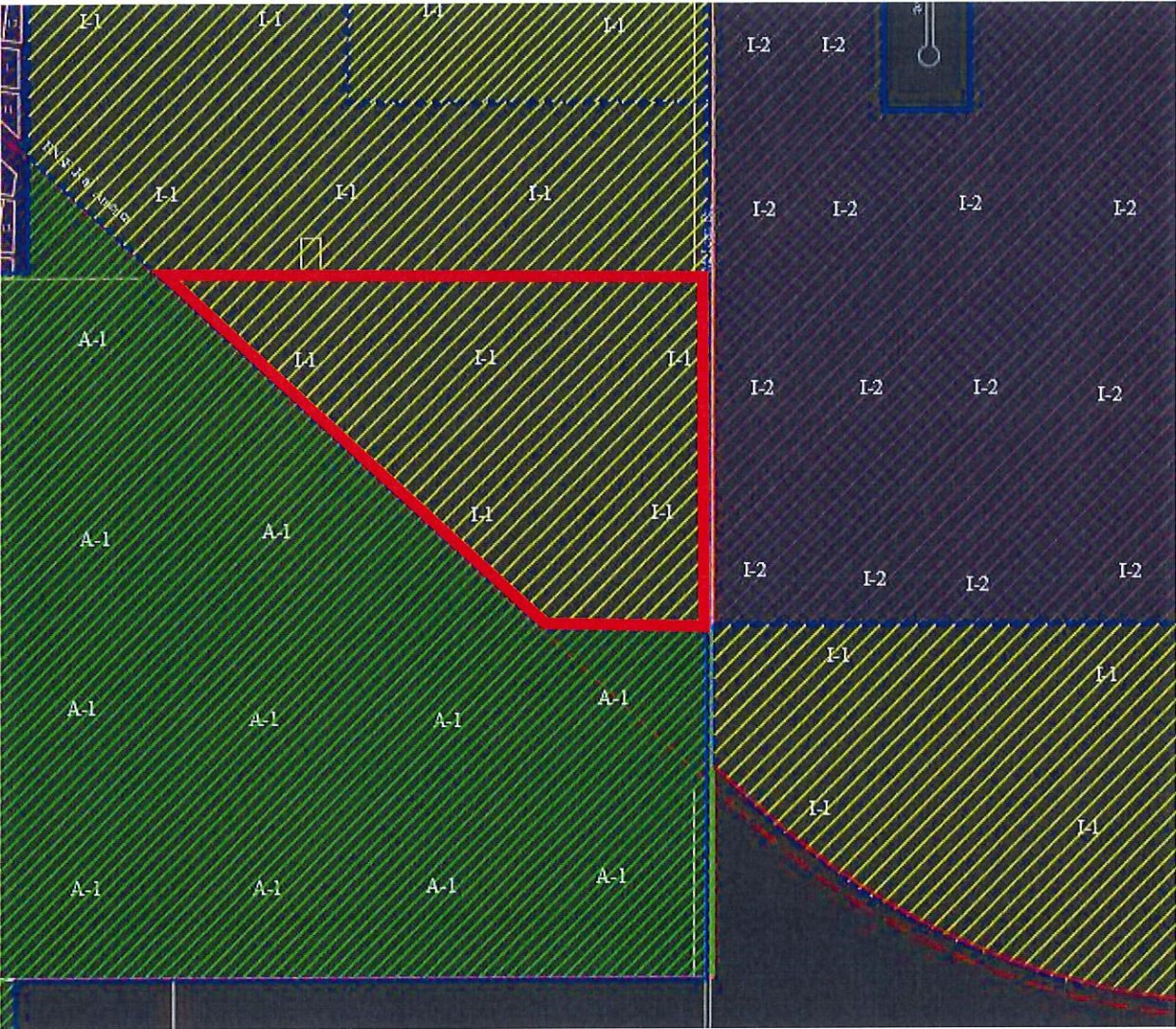
ATTACHMENTS:

1. PC2021-26 Ordinance and Supportin Documents

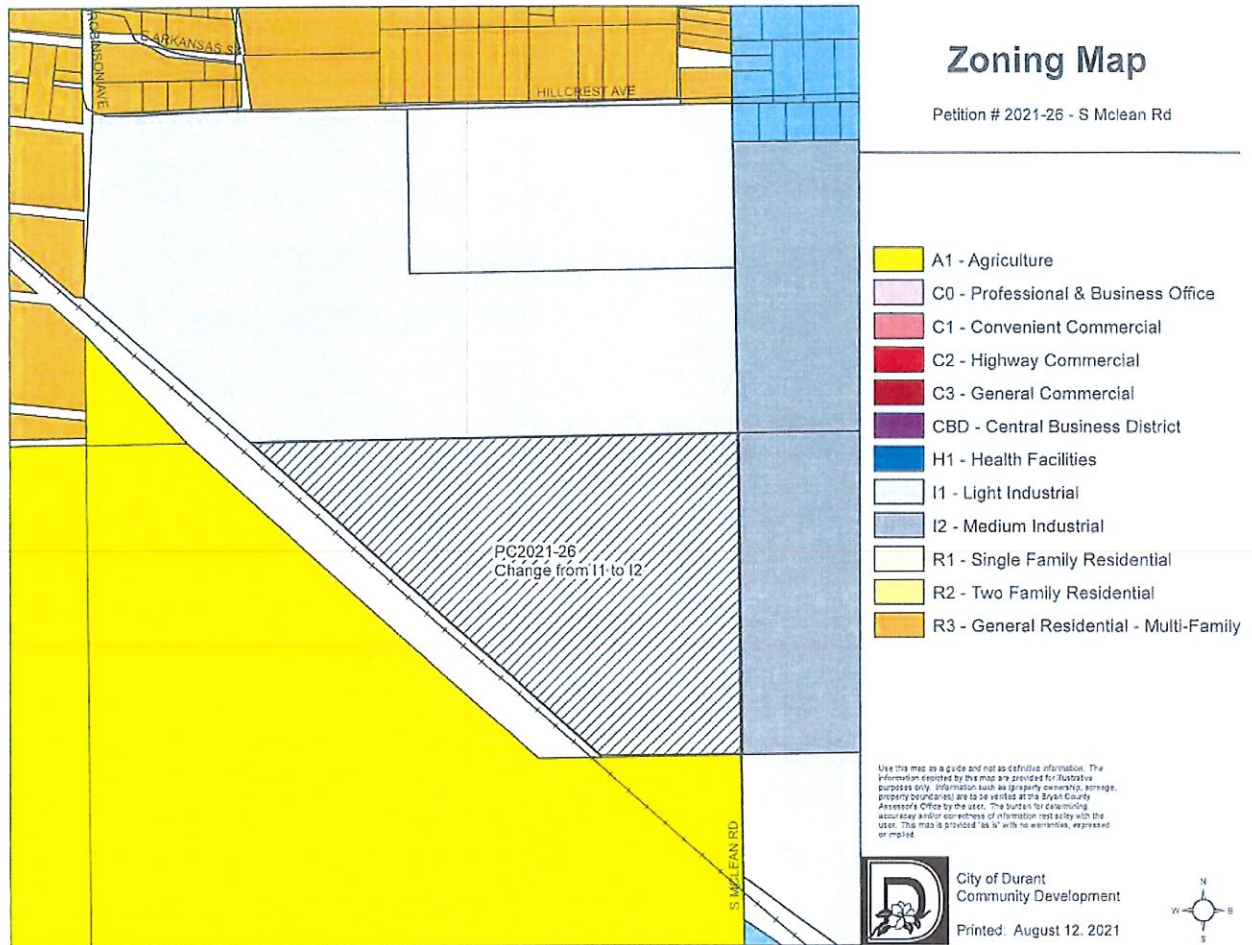
Aerial Map



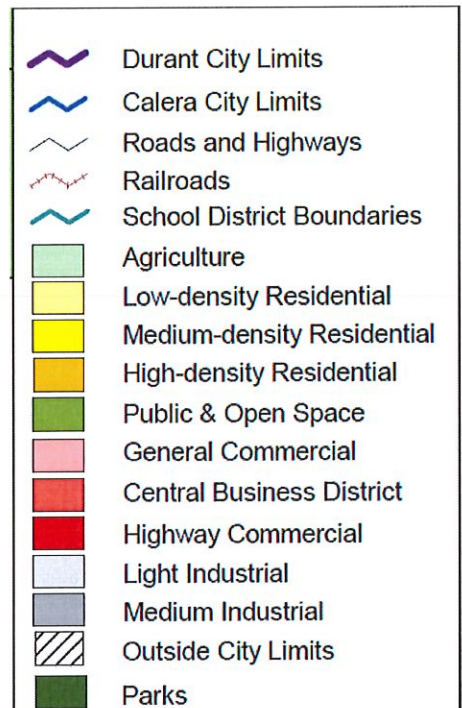
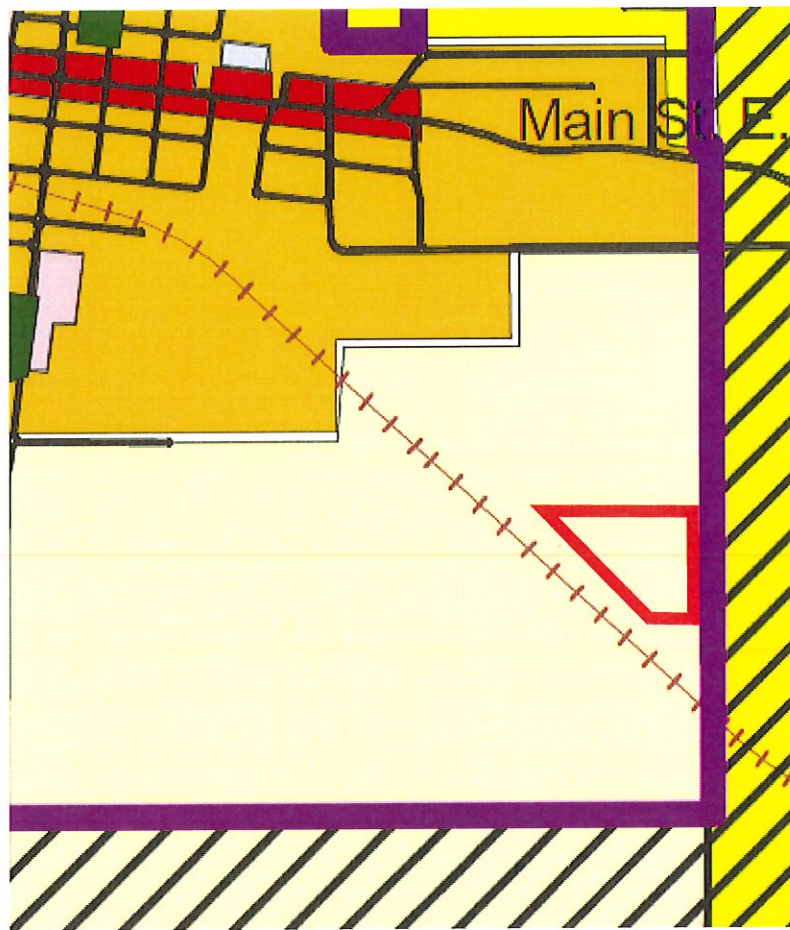
Zoning Map



Zoning Map



Future Land Use Map



§ 157.029 I-2 MEDIUM INDUSTRIAL DISTRICT.

The purpose of the I-2 Medium Industrial District is to provide a location for industries which may by their nature create nuisances. The intent is to preserve this land especially for industry in locations with access to major streets as designated on the major street plan, as well as locations generally accessible to railroad transportation. Because of the nuisances or other objectionable influences that may be created in this district, it is necessary to provide a buffer or setback strip between this district and other zoning districts, except I-1.

(`93 Code, § 12-216) (Ord. 1040, passed 4-12-83; Am. Ord. 1334, passed 5-8-01)

ORDINANCE NO. O-2021-27

**AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE
AND DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That the zoning map is hereby amended as to replace the I-1, Light Industrial Zoning District to the I-2, Medium Industrial Zoning District for property located near South McLean and the Kiamichi Railroad, in Durant, and more particularly described as;

All that part of Lots 1 and 2 lying North and East of the Railroad Right-of-Way in Section 4, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof.

SECTION 2. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 14th day of September, 2021.

Oden Grube, Mayor
City Of Durant, Oklahoma

ATTEST:

Cynthia J. Price, City Clerk

REZONING APPLICATION

Petition # PC 2021-26
Fee \$ 300

APPLICANT INFORMATION

Name: <u>Durant Industrial Authority</u>	Email: <u>ltaylor@durant.org</u>	Phone #1 <u>580 916 1512</u>
Mailing Address: <u>PO Box 578</u>		Phone #2
City: <u>Durant OK</u>	State:	Zip: <u>74701</u>
Applicant's Interest in Property: <u>owner</u>		

☐ Please use attached addendum if there is more than one applicant.

Physical Address of Rezoning Request:			
☐ Platted ☐ Un-Platted	Subdivision	Lot	Block
Legal Description: (If Un-platted)			
☐ Deed Attached (required) If applicant is not owner listed on deed, owner consent must be included.			

Request Rezoning From: <u>I 1</u>	Request Rezoning To: <u>I 2</u>		
Present Use: <u>ag lease</u>	Proposed Use: <u>Heavy Industrial</u>		
Parcel Width:	Parcel Length:	Acres: <u>39.45 +/-</u>	Street/Road Frontage: <u>South McLean</u>
☒ City Water	(If City Water will be extended or improvements will be made, please explain:)		
☒ City Sewer	(If City Sewer will be extended or improvements will be made, please explain:)		
☐ Private Water	☐ Private Sewer		
Is Property in the Floodplain? <u>No</u>	Is property in the Airport Zone. <u>No</u>		

The applicant has prepared this application and supporting documentation and certifies that the facts stated herein and exhibits attached hereto are true and correct.

John D Taylor
Signature of Applicant

08-11-2021
Date

Office Use Only

Date Filed	Date Payment Received	Notification Mailed Date	Comments
Initial	Initial	Initial	
Proof of Publication Received Date Initial	Property Posting Verified Date Initial	Comprehensive Plan Recommendations	
Staff Recommendation ☐ Approve ☐ Deny	PC Recommendation ☐ Approve ☐ Deny	City Council Action ☐ Approve ☐ Deny	Ordinance #

REZONING SUPPORTING INFORMATION

1. List the changed or changing conditions in the area or in the City which makes this zone change necessary.

Property has been listed with the Oklahoma Dept of Commerce, and an I-2 zoning would appeal to more companies.

A local company is also interested in this property, but would require I-2 zoning because they are a mfg company.

2. Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Yes. The property to the East is currently zoned I-2.

3. List any other reasons to support this zone change.

State of Oklahoma
County of Bryan
Filed 10-6-06
Book 126 Page 557 Time 10:10
Patricia L. Brady
County Clerk TL Deputy

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS:

AUBRY GRIFFITH a/k/a AUBRY D. GRIFFITH & EVELYN GRIFFITH a/k/a
That; EVELYN O. GRIFFITH, husband and wife,
parties of the first part, in consideration of the sum of Ten Dollars and other good and valuable
consideration, the receipt of which is hereby acknowledged, does by these presents grant, bargain,
sell and convey unto THE DURANT INDUSTRIAL AUTHORITY, A Public Trust 215 North
4th Durant, Oklahoma, 74701, party of the second part,
all of the following described real property and premises, situated in BRYAN County,
State of Oklahoma, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

together with all the improvements thereon and the appurtenances thereunto belonging and warrant
the title to the same.

TO HAVE AND TO HOLD said described premises unto party of the second part, her heirs
and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes,
judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and Delivered this 6th day of October, 2006.

Aubry Griffith
AUBRY GRIFFITH a/k/a AUBRY D. GRIFFITH
STATE OF OKLAHOMA
COUNTY OF BRYAN

Evelyn O. Griffith
EVELYN GRIFFITH a/k/a EVELYN O.
GRIFFITH
ss. ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this
6th day of October, 2006, personally appeared
AUBRY GRIFFITH a/k/a AUBRY D. GRIFFITH & EVELYN GRIFFITH a/k/a EVELYN O. GRIFFITH
to me known to be the identical person S who executed the within and foregoing instrument and
acknowledged to me that they executed the same as their free and voluntary act and deed
for the uses and purposes therein set forth.

WITNESS my hand and Seal the day and year last above written.

Kimberly A. Bowen
NOTARY PUBLIC

My Commission Expires: June 15, 2009

000557

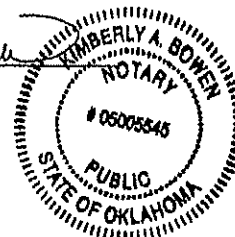


EXHIBIT "A"

LEGAL DESCRIPTION:

The S/2 SE/4 SE/4 and all of that part of the SW/4 SE/4 lying North and East of A&C Railroad Right-of-Way in Section 33, Township 6 South, Range 9 East of the Indian Base and Meridian in Bryan County, Oklahoma, according to the Government Survey, thereof. LESS AND EXCEPT a roadway and utility easement reserved by Seller more particularly described as follows: The North 80 feet of the West 60 feet of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section 33, Township 6 South, Range 9 East.

All that part of the N/2 NE/4 of Section 4, Township 7 South, Range 9 East of the Indian Base and Meridian in Bryan County, Oklahoma, according to the Government Survey thereof, Lying North and East of A&C Railroad Right-of-Way.

The SE/4 SE/4 SW/4 and SW/4 NW/4 SE/4 and W/2 SW/4 SE/4 of Section 4, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the Government Survey thereof.

The N/2 of the N/2 of Section 9, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the Government Survey thereof.

000558



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Danielle O'Neal
 Director
Re: Discussion, Consideration and Possible Action on a Plat Request for Property Located at 401 S. 9th Avenue (PC2021-27).

Request: Consider a request from Impact Realty, LLC, for a re-plat of property at 401 S. 9th.

Current Zoning: C-3, General Residential

Surrounding Properties:

Direction	Zoning	Use
North	C-3	Commercial
East	C-3	School
South	C-3	Commercial
West	R-2	Single Family

Applicant: Impact Realty, LLC

Background: The applicants approached staff regarding the desire to separate a single lot into two lots. The property owner owns both of the lots and the lots are conjoined. The applicant desires to have an additional development behind their business that faces South 9th Avenue. The lots have been previously platted; therefore, a re-plat would be required to separate the lot into two lots.

Notifications have been made to the surrounding property owners and at the time of this report no letters or phone calls have been received by staff.

Analysis: The subject property is approximately 9,700 square feet (0.22 acres) in total. Individually, the proposed East lot is approximately 7,300 square feet (0.17 acres) and the proposed West lot is approximately 6,000 square feet (0.14 acres). The new lots would meet the lot area requirements of the C-3 zoning category. There appears to be city water and sewer in the area; however, easements may be needed for sewer depending on how connections are made to the properties. It should be noted that the applicant also has an application submitted for the Board of Adjustment requesting a variance on the lot size requirements to place a duplex on the property. According to the applicant, they desire to develop this lot regardless of the outcome from the Board of Adjustment.

The current Future Land Use Map appears to have this area as highway commercial; therefore, this re-plat request does not appear to be in compliance with the Comprehensive Plan.

The property owner is not attempting to amend or remove any covenants or restrictions that were previously incorporated in the final plat.

Staff Recommendation: Staff has signed off supporting the re-plat application. The only stipulation listed was to gain the

signature of the owner on the plat prior to approval.

Planning Commission Recommendation: The Planning Commission recommends approval of this re-plat request with the stipulation requested by staff.

Required Action: Hear the item and approve or deny the re-plat request to separate one lot into two lots located at 401 S. 9th Avenue. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

The Planning Commission and City Staff recommend approval of this re-plat request with the stipulation that the owner signs the plat.

City Staff Information / Action Follow-up, if Council authorizes this action:

City Clerk

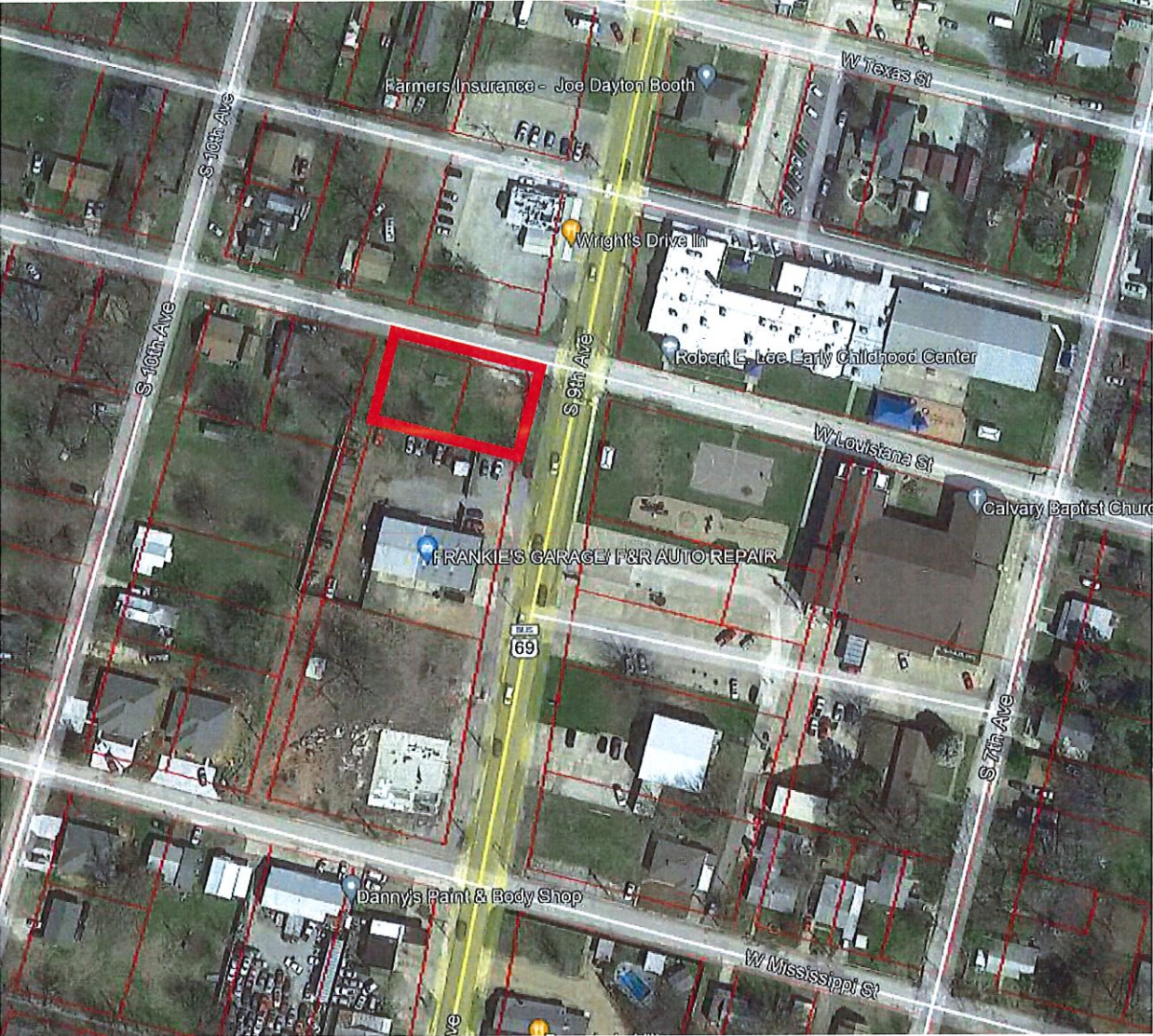
GIS

Community Development

ATTACHMENTS:

1. PC2021-27 Supporting Documents
2. PC2021-27 Re-Plat Survey

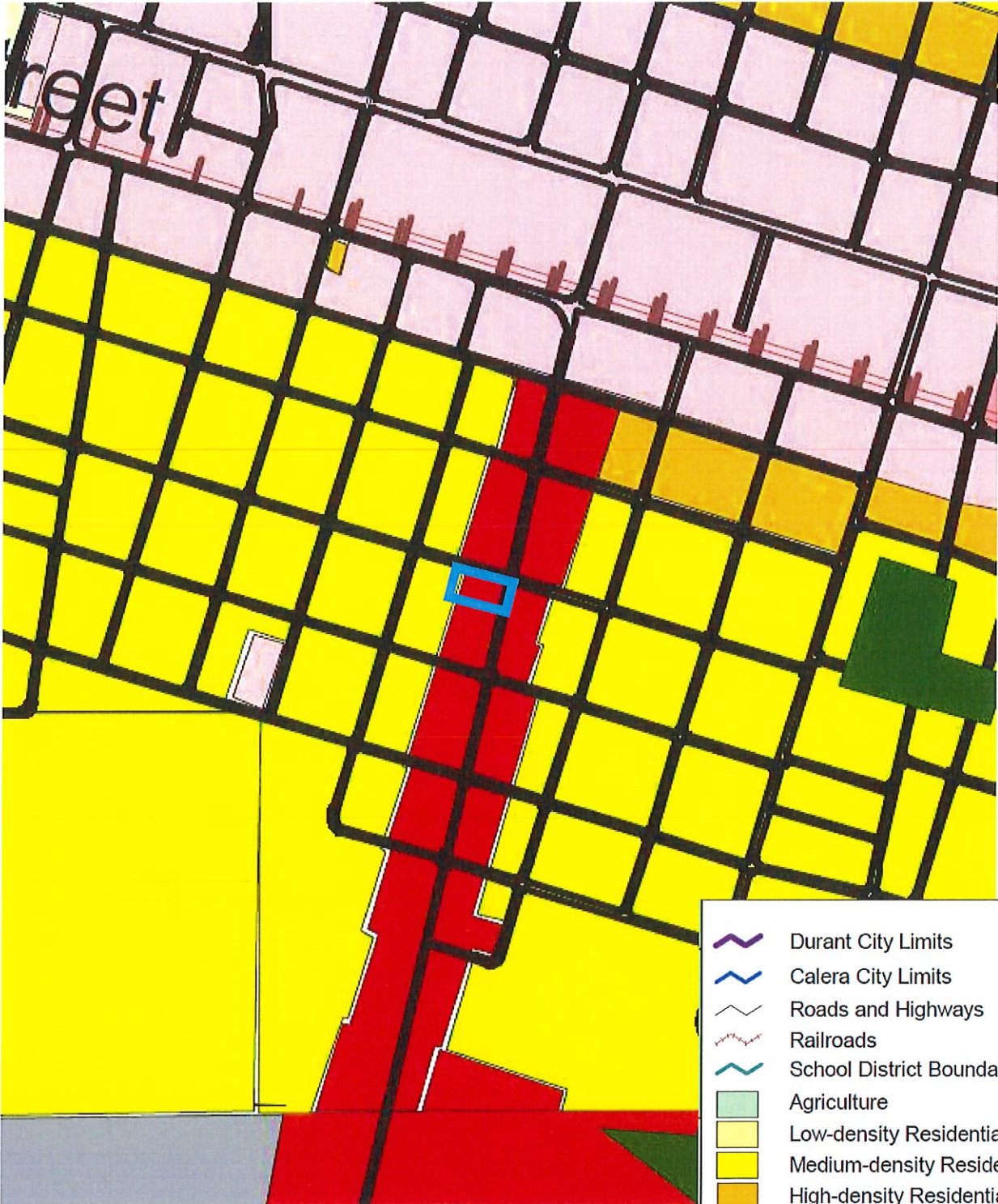
Aerial Map



Zoning Map



Future Land Use Map



- Durant City Limits
- Calera City Limits
- Roads and Highways
- Railroads
- School District Boundaries
- Agriculture
- Low-density Residential
- Medium-density Residential
- High-density Residential
- Public & Open Space
- General Commercial
- Central Business District
- Highway Commercial
- Light Industrial
- Medium Industrial
- Outside City Limits
- Parks

COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET

401 S 9th (PC 2021-27)

Department	Signature	Date	Notes
Com Dev Director Danielle O'Neal		8/31/21	*need owners signature on plat*
M&O Randy Cantrell		08-25-21	
Streets Carl Meade		8-31-21	
Fire Marshall Wade Boyd		8-31-21	
Building Official Marc Hall		8-31-21	
Engineer Brandon Wall		08/23/21 1	None

§ 156.048 REPLATTING OF LAND.

(A) *Replat required.* Unless otherwise expressly provided for herein, a property owner who proposes to replat any portion of an already approved final plat, other than to amend or vacate the plat, must first obtain approval for the replat under the same standards and by the same procedures prescribed for the platting of land by these regulations. The Community Development Director may waive or modify requirements for a sketch plat under circumstances where the previously approved sketch plat is sufficient to achieve the purposes set forth in these regulations.

(B) *Replatting without vacating preceding plat.* A replat of a final plat or portion of a final plat may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

(1) Is signed and acknowledged by only the owners of the property being replatted;

(2) Is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the Planning Commission: and

(3) Does not attempt to amend or remove any covenants or restrictions previously incorporated in the final plat.

(C) *Additional requirements for certain replays.*

(1) A notice of the public hearing shall be published in an official paper or a newspaper of general circulation in the city at least 15 days prior to the date of the public hearing. Notice shall be mailed to all owners of property located within 300 feet of the subject property as provided by a certified abstractor's list at the applicant's cost at least 20 days prior to the hearing;

(2) If the proposed replat requires a variance, and the owners of 20% or more of the area of lots to whom notice is required to be given under division (B) file with the Planning Commission a written protest of the replatting before or at the hearing, approval of the replat will require the affirmative vote of four of the Planning Commission members. In computing percentages of ownership, each lot is considered equal to all other lots regardless of size or number of owners, and the owners of each lot are entitled to cast only one vote per lot. The area of streets and alleys shall be included in computing the percentage of land area.

(3) Any replat which adds or deletes lots must include the original lot boundaries.

(Ord. 1573, passed 11-13-07)

Subdivision/Plat Application

Sketch Plat: ☐
 Preliminary Plat: ☐
 Final Plat: ☐
 Re-Plat: ☒

Petition # PC 2021-27
 Fee \$ 200
 Expedited Fee \$ _____

APPLICANT INFORMATION

Name: <u>Spencer Barnett</u>	Email: <u>spencer@allwor tex.com</u>	Phone #1 <u>918-504-8971</u>
Mailing Address: <u>1401 Lake Durant Rd</u>		Phone #2
City: <u>Durant</u>	State: <u>OK</u>	Zip: <u>74701</u>
Applicant's Interest in Property: <u>401 S. 9th</u>		

SURVEYOR INFORMATION

Name: <u>BT McIninch</u>	Email:	Phone #1
Mailing Address:		Phone #2
City:	State:	Zip:
Surveyor Oklahoma License Number:		Fax #

ENGINEER INFORMATION

Name:	Email:	Phone #1
Mailing Address:		Phone #2
City:	State:	Zip:
Engineer Oklahoma License Number:		Fax #

LAND INFORMATION

Legal Description: <u>Lot 1 and N 300ft or Lot 2 in Block 260</u>	Parcel Number:
Proposed Subdivision Name: <u>Barnett Way</u>	Current Zone: <u>C3</u>
Proposed Use: <u>Residential</u>	Proposed Zone: <u>C3 or R2</u>
Current Property Owner's Name: <u>Impact Realty LLC</u>	

The applicant has prepared this application and supporting documentation and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Applicant: SB Date: 8-12-2021

Office Use Only			
Date Filed	Date Payment Received	Notification Mailed	Comments
Initial	Initial	Date Initial	
Proof of Publication Received	Property Posting Verified	Comprehensive Plan Recommendations	
Date Initial	Date Initial		

Staff Recommendation ☐ Approve ☐ Deny	PC Recommendation ☐ Approve ☐ Deny	City Council Action ☐ Approve ☐ Deny	Ordinance #
---	--	--	-------------

APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

Please describe the nature and operating characteristics of the proposed use:

My Office is on 7,385 sq. ft. I want the remaining 6,000 sq. ft. lot to develop

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking:

Front parking for duplexes and/or office

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).

None

3. Traffic Impacts:

None

4. Protection of Neighborhoods:

Making the area nicer with new developments

What licenses and permits (if any) are required for this proposed use?

Building permit

Please list or describe any other reasons to support this Planned Unit Dev. Permit Application.

MODERN

abstract and title

WARRANTY DEED

1-2020-722086 Book 1522 Pg: 543
03/18/2020 2:17 pm Pg 0543-0544
Fee: \$ 20.00 Doc: \$ 61.50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That **Juan Cruz Marquez and Rosa Maria Esquivel Garcia**, husband and wife, party/parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do(es) by these presents grant, bargain, sell and convey unto **Impact Realty LLC**, a Limited Liability Company, 1401 Lake Durant Rd, Durant, OK 74701, party/parties of the second part, his/her/their grantees and heirs, all of the following described real property and premises, situated in Bryan County, Oklahoma, to wit:

Tract 1: The East 100 feet of Lot 1 and the East 100 feet of the North 30 feet of Lot 2 in Block 260 in the City of Durant, Bryan County, Oklahoma, according to the Official Plat and Survey thereof.

Tract 2: Lot 1 and the North 30 feet of Lot 2 LESS the East 100 feet of Lot 1 and the East 100 feet of the North 30 feet of Lot 2 in Block 260 in the City of Durant, Bryan County, Oklahoma, according to the Official Plat and Survey thereof.

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto said party/parties of the second part, his/her/their grantees and the heirs and grantees of the survivors, forever, free, clear and discharged of and from all former grants, titles, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature. Exceptions: Easements and rights of ways of record; oil, gas, and other mineral leases of record; prior oil, gas, and other mineral conveyances or reservations of record; restrictive and protective covenants of record; and applicable zoning ordinances.

Revenue Stamps: \$61.50

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 61.50

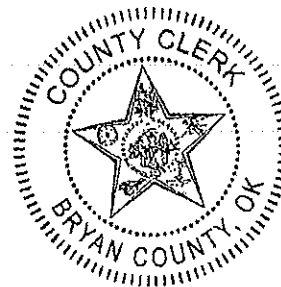
SIGNED AND SEALED this the 18th day of March, 2020.



Juan Cruz Marquez

X 

Rosa Maria Esquivel Garcia



Fidelity National Title,
12404 Park Central, Suite 200S, Dallas, TX 75251

319 W. Main Street | Durant, OK 74701 | (580) 745-5363 | www.ModAbstractTitle.com

OKCOUNTYRECORDS.COM

WARRANTY DEED
(Continued)

NOTARY AND ACKNOWLEDGMENT

STATE OF United Mexican States
Mexico City
COUNTY OF Embassy of the United States of America

I, Catherine Ostlick, a Notary Public for the County of MEXICO and State of MEXICO CITY, do hereby certify that Rosa Maria Esquivel Garcia, wife of Juan Cruz Marquez, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 12th of March, 2020.

Catherine Ostlick
Notary Public

Catherine Ostlick
Notarizing Officer
Mexico City
Mexico

My Commission Expires: PRESIDENTIAL COMMISSIONS ARE PERMANENT

(SEAL)



NOTARY AND ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF BRYAN

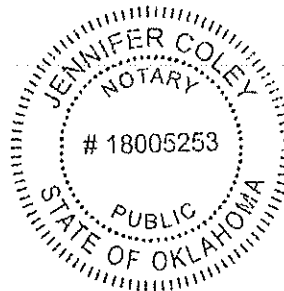
I, Jennifer Coley, a Notary Public for the County of Bryan and State of Oklahoma, do hereby certify that **Juan Cruz Marquez**, husband of Rosa Maria Esquivel Garcia, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 18th of March, 2020.

Jennifer Coley
Notary Public

My Commission Expires: May 24, 2022

(SEAL)



File No.: 200207575

VIEW ADDITIONAL RECORDS AT
Fidelity National Title,
12404 Park Central, Suite 200S, Dallas, TX 75251

319 W. Main Street | Durant, OK 74701 | (580) 745-5363 | www.ModAbstractTitle.com

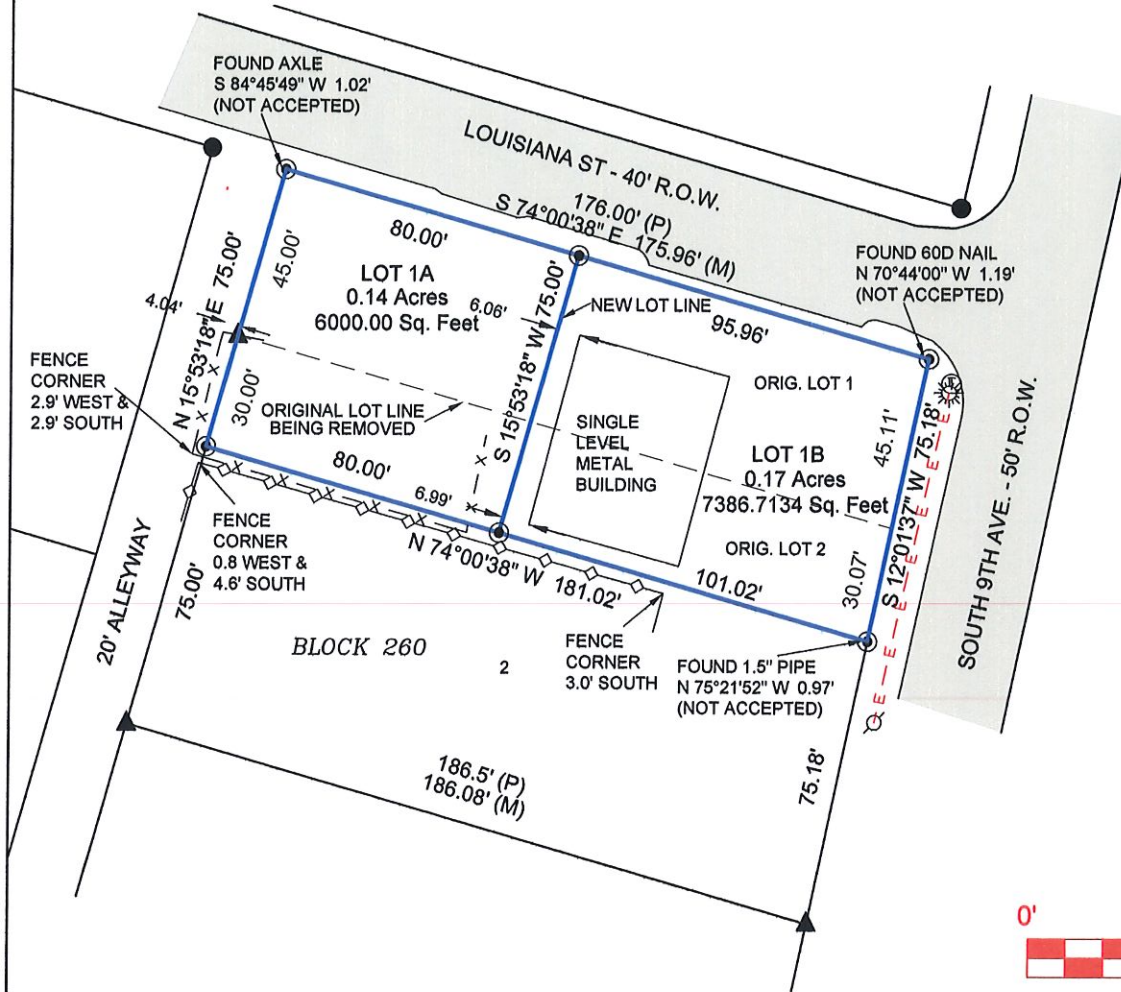
OKCOUNTYRECORDS.COM

1-2020-722086 Book 1522 Pg: 544
03/18/2020 2:17 pm Pg 0543-0544
Fee: \$ 20.00 Doc: \$ 61.50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

~BASIS OF BEARINGS~
OKLAHOMA STATE PLANE BEARINGS
(NAD 83)
CONTROLLING CORNERS ARE EXISTING MONUMENTS FOUND IN
BLOCK 260 IN THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA.

BARNETT WAY

A REPLAT OF LOT 1 AND THE NORTH 30 FEET OF LOT 2 IN BLOCK
260 IN THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA.



LEGEND

These standard symbols may
be found in the drawing.

- (D) RECORD DEED DATA
- (P) RECORD PLAT DATA
- (M) MEASURED SURVEY DATA
- x — CHAIN LINK FENCE
- FOUND 3/8" STEEL PIN
- ⊙ SET 1/2" STEEL PIN (PLS 1819)
- ⊙ LIGHT POLE
- ⊙ TELEPHONE PEDESTAL
- ⊙ POWER POLE
- E — OVERHEAD ELECTRIC
- ▲ CALCULATED POINT
- ◇ — METAL FENCE
- — — BOUNDARY LINES

PROJECT
LOCATION

VICINITY MAP (NOT TO SCALE)



● DENOTES CONTROLLING MONUMENTS



8-6-21
DATE

B.J. McIninch
B.J. McIninch P.L.S. #1819

GENERAL NOTES:

SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAY(S),
EITHER RECORDED, OR IMPLIED, THEREOF.

THIS SURVEY PLAT WAS PREPARED FOR THE SOLE
USE OF THE CLIENT(S), AND DOES NOT EXTEND TO
ANY UNNAMED PERSON(S) WITHOUT PERMISSION
FROM SAID CLIENT(S)

PORTIONS OF THIS PLAT ARE IN COLOR, PHOTO AND ELECTRONIC
COPIES ARE NOT VALID. THIS IS NOT A VALID SURVEY PLAT
WITHOUT THE SURVEYORS ORIGINAL SIGNATURE AND SEAL

THIS PLAT AND SURVEY MEETS THE OKLAHOMA MINIMUM
STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS
ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE
FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

BM SURVEYING, INC. COPYRIGHT 2021.

SEE SHEET 2-3 OF 3
FOR ACCEPTANCE AND
APPROVALS

2836 W. TWIN OAKS RD
CANEY, OKLAHOMA 74533
(580) 279-9544
BM.SURVEYING@YAHOO.COM

BM SURVEYING, INC

CERTIFICATE OF AUTHORIZATION #7076

B.J. MCININCH - PROFESSIONAL LAND SURVEYOR - P.L.S. #1819

PROJECT: REPLAT OF A PORTION OF BLOCK 260

IMPACT REALTY LLC

PART OF LOTS 1 & 2, BLOCK 260, CITY OF DURANT
BRYAN COUNTY, OKLAHOMA

FIELD COMP: 2-26-20, 8-5-21

LAST SITE VISIT: 8-5-21

PLAT COMP: 8-6-21

DRAWN: BM

APPROVED: BM

SCALE: 1" = 50'

SHEET NO. 1 OF 3

Surveyor's Seal





The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Danielle O'Neal
Director
Re: Discussion, Consideration and Possible Action on Ordinance O-2021-28, updating Chapter 111 pertaining to tobacco regulations

1. Sections 1 and 2 of Ordinance O-2021-28
2. Section 3 Emergency Clause

Request: Discussion, Consideration and Possible Action on Ordinance O-2021-28, updating Chapter 111 of the Durant Code of Ordinances as it pertains to tobacco regulations.

Background / Analysis: Last year, the State of Oklahoma updated the tobacco and vaping regulations with SB1423. Through working with the Blue Zones group, it was brought to our attention that there were several updates to that piece of legislation that was not reflected within our Code of Ordinances. Therefore, they assisted staff in updating Chapter 111 pertaining to tobacco to reflect current state regulations. The ordinance was sent to the City Attorney for review.

Staff Recommendation: Staff recommends approval of this ordinance.

Required Action: Hear the item and approve or deny the amendments to Chapter 111 (O-2021-28). Any specific conditions imposed by Council should be read into any approval motion.

Council Information / Action Requested

Staff recommends approval of this ordinance.

City Staff Information / Action Follow-up, if Council authorizes this action:

City Clerk
Community Development

ATTACHMENTS:

1. Ordinance O-2021-28 Update to Chapter 111 - Tobacco

ORDINANCE NO. O-2021-28

AN ORDINANCE AMENDING CHAPTER 111 TOBACCO REGULATIONS AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. Amending Chapter 111 Tobacco Regulations of the Durant Code of Ordinances to read follows:

TOBACCO TOBACCO AND VAPOR PRODUCTS

§ 111.080 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABLE. The Alcoholic Beverage Laws Enforcement Commission of the State of Oklahoma.

PERSON. Any individual, firm, fiduciary, partnership, corporation, trust or association, however formed.

PROOF OF AGE. A driver's license, license for identification only or other generally accepted means of identification that describes the individual as **18 twenty-one (21)** years of age or older and contains a photograph or other likeness of the individual and appears on its face to be valid.

SAMPLE. A tobacco product **or vapor product** distributed to members of the public at no cost for the purpose of promoting the product.

SAMPLING. The distribution of samples to members of the public in a public place.

TOBACCO PRODUCT. Any product that contains tobacco and is intended for human consumption.

TRANSACTION SCAN. The process by which a seller checks, by means of a transaction scan device, the validity of a driver's license or other government-issued photo identification.

TRANSACTION SCAN DEVICE. Any commercial device or combination of devices used at a point of sale or entry that is capable of deciphering in an electronically readable format the information encoded on the magnetic strip or bar code of a driver's license or other government-issued photo identification.

VAPOR PRODUCT. Noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. "Vapor products" shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo or electronic device. "Vapor products" do not include any products regulated by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act.

(Ord. 1243, passed 4-1-97)

§ 111.081 FURNISHING OF TOBACCO PRODUCTS **OR VAPOR PRODUCTS** TO MINORS PROHIBITED, PROOF OF AGE, FINES, EMPLOYEE LIABILITY, MULTIPLE VIOLATIONS, MUNICIPAL ORDINANCES.

(A) It is unlawful for any person to sell or furnish in any manner any tobacco product **or vapor product** to another person who is under **18 twenty-one (21)** years of age or to purchase in any manner

a tobacco product **or vapor product** on behalf of any such person; provided, however, that it shall not be unlawful for an employee under **18 twenty-one (21)** years of age to handle ~~such products~~ **tobacco products or vapor products** when required in the performance of the employee's duties.

(B) A person engaged in the sale or distribution of tobacco products **or vapor products** shall demand proof of age from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser may be under **18 twenty-one (21)** years of age.

If an individual engaged in the sale or distribution of tobacco products or vapor products has demanded proof of age from a prospective purchaser or recipient who is not under twenty-one years of age, the failure to subsequently require proof of age shall not constitute a violation of this subsection.

(C) When a person violates divisions (A) or (B) of this section, the Municipal Court shall assess such person an administrative fine of \$100 for the first offense within a one-year period and \$200 for the second offense or each subsequent offense committed within a one-year period. Proof that the defendant demanded, was shown and reasonably relied upon proof of age shall be a defense to any action brought pursuant to this division.

(D) If the sale is made by an employee of the owner of a store at which tobacco products are sold at retail, the employee shall be guilty of the violation and shall be subject to the fine.

(E) Upon failure of the employee to pay the administrative fine within 90 days of the day of the assessment of such fine, the Municipal Court Clerk shall notify the Department of Public Safety and the Department shall suspend or not issue a driver's license to the employee until proof of payment has been furnished to the Department of Public Safety.

(F) For purposes of determining the liability of a person controlling franchises or business operations in multiple locations for any violation of divisions (A) or (B) of this section, each individual franchise or business location shall be deemed a separate entity.

(Ord. 1243, passed 4-1-97; Am. Ord. 1258, passed 4-1-98) Penalty, see § 10.99

§ 111.082 PURCHASE, RECEIPT OR POSSESSION OF TOBACCO PRODUCTS **OR VAPOR PRODUCTS** BY MINORS PROHIBITED, FALSIFYING PROOF OF AGE, PENALTIES, MUNICIPAL ORDINANCES.

It is unlawful for a person who is under **18 twenty-one (21)** years of age to purchase, accept receipt of or have in their possession a tobacco product **or vapor product**, or to present or offer to any person any purported proof of age which is false, fraudulent or not actually his or her own for the purpose of purchasing or receiving any tobacco product **or vapor product**. ~~; provided, however, that it~~ shall not be unlawful for ~~such a person an employee under twenty-one (21) years of age~~ to handle ~~such~~ tobacco products **or vapor products** when required in the performance of ~~such person's~~ **the employee** duties.

(Ord. 1243, passed 4-1-97; Am. Ord. 1258, passed 4-1-98) Penalty, see § 10.99

§ 111.083 SIGNS IN RETAIL ESTABLISHMENTS REQUIRED, FINES.

(A) Every person who sells tobacco products **or vapor products** at retail shall post conspicuously and keep so posted at the place of business a sign, as specified by the Alcoholic Beverage Laws Enforcement Commission (ABLE), stating the following:

"IT'S THE LAW. WE DO NOT SELL TOBACCO PRODUCTS OR VAPOR PRODUCTS TO PERSONS UNDER 18 21 YEARS OF AGE." The sign shall also provide the toll-free number operated by the Alcoholic Beverage Law Enforcement (ABLE) Commission for the purpose of reporting violations of the Prevention of Youth Access to Tobacco Act.

(B) When a person violates division (A) of this section, the Municipal Court shall assess such person an administrative fine of \$50 for each day such offense occurs. The notice required by division (A) of this

section shall be the only notice required to be posted or maintained in any store that sells tobacco products at retail.

(Ord. 1243, passed 4-1-97)

§ 111.084 NOTICE TO RETAIL EMPLOYEES, SIGNED ACKNOWLEDGMENT.

(A) Every person engaged in the business of selling tobacco products **or vapor products** at retail shall notify each individual employed by that person as a retail salesclerk that city ordinances:

(1) Prohibit the sale or distribution of tobacco products **or vapor products** to any person under **18 twenty-one (21)** years of age and the purchase or receipt of tobacco products **or vapor products** by any person under **18 twenty-one (21)** years of age; and

(2) Requires that proof of age be demanded from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser or recipient may be under **18 twenty-one (21)** years of age.

(B) This notice shall be provided before the individual commences work as a retail salesclerk, ~~or, in the cases of an individual employed as a retail salesclerk on the date when this division becomes effective, within 30 days of that date.~~ The individual shall signify that he or she has received the notice required by this section by signing a form stating as follows:

"I understand that city ordinance prohibits the sale or distribution of tobacco products **or vapor products** to persons under **eighteen (18) twenty-one (21)** years of age and out-of-package sales and requires proof of age of purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser or recipient may be under **eighteen (18) twenty-one (21)** years of age. I promise, as a condition of my employment, to observe the law. **I understand that violations by me may be punishable by fines, suspension or non-issuance of my driver's license. In addition, I understand that violations by me may subject the storeowner to fines or license or permit suspension.**"

(Ord. 1243, passed 4-1-97)

§ 111.085 VENDING MACHINES SALES RESTRICTED.

(A) It shall be unlawful for any person to sell tobacco products **or vapor products** through a vending machine unless the vending machine is located:

(1) In areas of factories, businesses, office or other places that are not open to the public;

(2) In places that are open to the public, but to which persons under **18 21** years of age are not admitted;

~~—(3) In places where alcoholic beverages are sold for consumption on the premises, but only if the vending machine is under the continuous supervision of the owner or lessee of the premises or an employee thereof and is inaccessible to the public when the establishment is closed; and~~

~~—(4) In other places, but only if the machine is under the continuous supervision of the owner or lessee of the premises or an employee thereof or can be operated only by the activation of an electronic switch by the owner or lessee of the premises, or an employee thereof prior to each purchase, or can be operated only by a special token purchased from the owner or lessee of the premises, or an employee thereof.~~

~~—(B) In any place where supervision of a vending machine, activation of an electronic switch or sale of a special token is required by division (A) of this section, the person responsible for that supervision or the activation of the switch shall demand proof of age from a prospective purchaser if any ordinary person would conclude on the basis of appearance that the prospective purchaser may be under 18 years of age.~~

(Ord. 1243, passed 4-1-97) Penalty, see § 10.99

§ 111.086 DISTRIBUTION OF TOBACCO PRODUCTS, **VAPOR PRODUCTS OR PRODUCT** SAMPLES RESTRICTED; FINES.

(A) It shall be unlawful for any person to distribute tobacco products, **vapor products or product** samples to any person under ~~18~~ **twenty-one (21)** years of age.

(B) Notwithstanding division (A) of this section, no person shall distribute tobacco products, **vapor products, or product** samples in or on any public street, sidewalk or park that is within 300 feet of any playground, school or other facility when the facility is being used primarily by persons under ~~18~~ **twenty-one (21)** years of age.

(C) When a person violates divisions (A) or (B) of this section, the Municipal Court shall assess such person an administrative fine of \$100 for the first offense within a one-year period and for the second offense and all subsequent offenses within a one-year period, an administrative fine of \$200.

(D) Upon failure of the individual to pay the administrative fine within 90 days of the assessment of such fine, the Municipal Court Clerk shall notify the Department of Public Safety, and the Department shall suspend or not issue a driver's license to the individual until proof of payment has been furnished to the Department of Public Safety.

(Ord. 1243, passed 4-1-97; Am. Ord. 1258, passed 4-1-98)

§ 111.087 SALE OF TOBACCO PRODUCTS EXCEPT IN ORIGINAL, SEALED PACKAGING PROHIBITED; FINE.

(A) It is unlawful for any person to sell cigarettes except in the original, sealed package in which they were placed by the manufacturer.

(B) When a person violates division (A) of this section, the Municipal Court shall assess such person an administrative fine of \$200 for each offense.

(Ord. 1243, passed 4-1-97)

§ 111.088 TOBACCO PRODUCTS **OR VAPOR PRODUCTS** ADVERTISING PROHIBITED.

It shall be unlawful for any person or entity to place signs or other forms of advertisement promoting or marketing the use or ingestion of tobacco products **or vapor products** at city sponsored events.

(Ord. 1678, passed 2-22-12)

§ 111.089 USE OF TOBACCO AT CITY OWNED OR OPERATED PROPERTIES PROHIBITED.

(A) The use of tobacco in any form is a public nuisance and dangerous to public health and is hereby prohibited when used indoors or outside all city owned buildings, except where specifically allowed by law.

(B) The City Manager or his or her designee shall place signs at appropriate locations on all buildings owned or operated by the city designating the facility as tobacco free, **to include all forms of tobacco products and vapor products**.

(Ord. 1679, passed 2-22-12)

ACCESS TO TOBACCO BY YOUTHS

§ 111.110 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CIGARETTE.

(1) Any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and costs of or contains:

(a) Any roll of tobacco wrapped in paper or in any substance not containing tobacco;

(b) Tobacco, in any form, that is functional in the product, which, because of its appearance, the type of tobacco used in the filter, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in division (1) of this definition.

(2) The term CIGARETTE includes "roll-your-own" (i.e. any tobacco which, because of its appearance, type, packaging, or labeling is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes.) For purposes of this definition of cigarette, nine one-hundredths (0.09) of an ounce of "roll-your-own" tobacco shall constitute one individual CIGARETTE.

PROOF OF AGE. A driver's license, license for identification only, or other generally accepted means of identification that describes the individual as **18 twenty-one (21)** years of age or older and contains a photograph or other likeness of the individual and appears on its face to be valid.

SAMPLE. A tobacco product **or vapor product** distributed to members of the public at no cost for the purpose of promoting the product.

SAMPLING. The distribution of samples to members of the public in a public place.

TOBACCO PRODUCT. Any product that contains tobacco and is intended for human consumption.

TRANSACTION SCAN. The process by which a seller checks, by means of a transaction scan device, the validity of a driver license or other government-issued photo identification.

TRANSACTION SCAN DEVICE. Any commercial device or combination of devices used at a point of sale or entry that is capable of deciphering in an electronically readable format the information encoded on the magnetic strip or bar code of a driver license or other government-issued photo identification.

VAPOR PRODUCT. Noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. "Vapor products" shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo or electronic device. "Vapor products" do not include any products regulated by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act.

(Ord. 1715, passed 3-11-14)

§ 111.111 FURNISHING OR SALE OF TOBACCO PRODUCTS **OR VAPOR PRODUCTS** TO MINORS.

(A) It is unlawful for any person to sell, give, or furnish in any manner any tobacco product **or vapor products** to another person who is under **18 twenty-one (21)** years of age or to purchase in any manner a tobacco product **or vapor product** on behalf of any such person. It shall not be unlawful for an employee under **18-21** years of age to handle tobacco products when required in the performance of the employees duties.

(B) Any person engaged in the sale or distribution of tobacco products **or vapor products** shall demand proof of age from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser may be under **18 21** years of age. If an individual engaged in the sale or distribution of tobacco products **or vapor products** has demanded and was shown proof of age from a prospective purchaser or recipient who is not under **18 21** years of age, the failure to subsequently require proof of age shall not constitute a violation of division (B) of this section.

(C) Defenses. Proof that the defendant demanded, was shown, and reasonably relied upon proof of age shall be a defense to prosecution under divisions (A) or (B) of this section. A person cited for violation of this section shall be deemed to have reasonably relied upon proof of age, and such person shall not be found guilty of such violation, if such person proves that:

(1) The individual who purchased or received the tobacco product **or vapor product** presented a drivers license or other government-issued photo identification purporting to establish that such individual was **18 21** years of age or older; and

(2) The person cited for the violation confirmed the validity of the drivers license or other government-issued photo identification presented by such individual by performing a transaction scan by means of a transaction scan device.

(3) Provided, that this defense shall not relieve from liability any person cited for a violation of this section if such person failed to exercise reasonable diligence to determine whether the physical description and picture appearing on the drivers license or other government-issued photo identification was that of the individual who presented it. The availability of the defense described in this division does not affect the availability of any other defense under any other provision of law.

(D) When a person is convicted or enters a plea and receives a continued sentence for a violation of divisions (A) or (B) of this section, the total of any fines, fees, or costs shall not exceed the following:

(1) One hundred dollars (\$100) for the first offense;

(2) Two hundred dollars (\$200) for the second offense within a two-year period following the first offense; and

(3) Three hundred dollars (\$300) for the third or subsequent offense within a two-year period following the first offense.

(Ord. 1715, passed 3-11-14)

§ 111.112 RECEIPT OF TOBACCO PRODUCTS **OR VAPOR PRODUCTS** BY MINORS.

(A) It is unlawful for any person who is under **18 21** years of age to purchase, receive, or have in his or her possession a tobacco product **or vapor product**, or to present or offer to any person any purported proof of age which is false or fraudulent for the purpose of purchasing or receiving any tobacco product **or vapor product**. It shall not be unlawful for an employee under age **18 21** years of age to handle tobacco products **or vapor products** when required in the performance of the employees duties.

(B) When a person is convicted or enters a plea and receives a continued sentence for a violation of division (A) of this section, the total of any fines, fees, or costs shall not exceed the following:

(1) One hundred dollars (\$100) for a first offense; and

(2) Two hundred dollars (\$200) for a second or subsequent offense within a one-year period following the first offense.

(Ord. 1715, passed 3-11-14)

§ 111.113 DISTRIBUTION OF TOBACCO PRODUCTS, **VAPOR PRODUCTS AND PRODUCT** SAMPLES.

(A) It is unlawful for any person to distribute tobacco products, **vapor products** or product samples to any person under **18 21** years of age.

(B) No person shall distribute tobacco products, **vapor products, or products** samples in or on any public street, sidewalk, or park that is within 300 feet of any playground, school, or other facility when the facility is being used primarily by persons under **18 21** years of age.

(C) When a person is convicted or enters a plea and receives a continued sentence for a violation of division (A) or (B) of this section, the total of any fines, fees, or costs shall not exceed the following:

(1) One hundred dollars (\$100) for the first offense;

(2) Two hundred dollars (\$200) for the second offense; and

(3) Three hundred dollars (\$300) for the third or subsequent offense.
(Ord. 1715, passed 3-11-14)

§ 111.114 SALE OF TOBACCO PRODUCTS EXCEPT IN ORIGINAL, SEALED PACKAGE.

(A) It is unlawful for any person to sell cigarettes except in the original, sealed package in which they were placed by the manufacturer.

(B) When a person is convicted or enters a plea and receives a continued sentence for a violation of this section, the total of any fines, fees, or costs shall not exceed \$200 for each offense.
(Ord. 1715, passed 3-11-14)

§ 111.115 PUBLIC ACCESS TO DISPLAYED TOBACCO PRODUCTS.

(A) It is unlawful for any person or retail store to display or offer for sale tobacco products **or vapor products** in any manner that allows public access to the tobacco products **or vapor products** without assistance from the person displaying the tobacco products **or vapor products**, or an employee or the owner of the store. The provisions of this division shall not apply to retail stores which do not admit into the store persons under **18 twenty-one (21)** years of age.

(B) When a person is convicted or enters a plea and receives a continued sentence for a violation of this section, the total of any fines, fees, or costs shall not exceed \$200 for each offense.
(Ord. 1715, passed 3-11-14)

§ 111.116 REPORT OF VIOLATIONS AND COMPLIANCE CHECKS.

(A) Any conviction for a violation of this subchapter and any compliance checks conducted by the Police Department pursuant to division (B) of this section shall be reported in writing to the Alcoholic Beverage Laws Enforcement (ABLE) Commission within 30 days of the conviction or compliance check. Such reports shall be compiled in the manner prescribed by the ABLE Commission. Convictions shall be reported by the Court Administrator/Court Clerk or his or her designee and compliance checks shall be reported by the Chief of Police or his or her designee.

(B) Persons under **18 21** years of age may be enlisted by the Police Department to assist in enforcement of this subchapter pursuant to the rules of the ABLE Commission.
(Ord. 1715, passed 3-11-14)

USE OF TOBACCO AND ELECTRONIC SMOKING DEVICES IN PUBLIC AREAS

§ 111.130 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ELECTRONIC SMOKING DEVICE. An electronic and/or battery-operated device, the use of which may resemble smoking that can be used to deliver an inhaled dose of nicotine or other substances. Electronic smoking device includes any such device, whether manufactured, distributed, marketed or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

INDOOR WORKPLACE. Any indoor place of employment or employment-type service for or at the request of another individual or individuals, or any public or private entity, whether part-time or full-time and whether for compensation or not. Such services shall include, without limitation, any service performed by an owner, employee, independent contractor, agent, partner, proprietor, manager, officer, director, apprentice, trainee, associate, servant or volunteer. An indoor workplace includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other

spaces used or visited by employees, and all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like. The provisions of this section shall apply to such indoor workplace at any given time, whether or not work is being performed.

OUTDOOR AREA. Any covered area, partially covered area or area open to the sky that is on a property owned by the city.

PUBLIC PLACE. Any enclosed indoor area where individuals other than employees are invited or permitted; the term is synonymous with the phrase ANY INDOOR PLACE USED BY OR OPEN TO THE PUBLIC.

RECREATIONAL AREA. Any area that is owned, controlled or used by the city and open to the general public for recreational purposes, regardless of any fee or age requirement. The term RECREATIONAL AREA includes but is not limited to parks, picnic areas, playgrounds, sports fields, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, roller- and ice-skating rinks, beaches surrounding lakes and skateboard parks.

RESTAURANT. Any eating establishment regardless of seating capacity.

SMOKING. The carrying by a person of a lighted cigar, cigarette, pipe or other lighted smoking device.

STAND-ALONE BAR, STAND-ALONE TAVERN, AND CIGAR BAR. An establishment that derives more than 60% of its gross receipts, subject to verification by competent authority, from the sale of alcoholic beverages and low-point beer and no person under 21 years of age is admitted, except for members of a musical band employed or hired as provided in 37 O.S. § 537(B)(2) and that is not located within, and does not share any common entryway or common indoor area with, any other enclosed indoor workplace, including a restaurant.

TOBACCO PRODUCT. Any substance containing tobacco leaf; including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body. TOBACCO PRODUCT does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

(Ord. 1716, passed 3-11-14)

§ 111.131 PROHIBITION OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES IN CERTAIN PLACES PROHIBITED.

(A) The possession of lighted tobacco in any form is a public nuisance and dangerous to public health and is hereby prohibited when such possession is in any indoor place used by or open to the public, public transportation, or any indoor workplace, except where specifically allowed by law.

(B) All buildings and other properties, including indoor and outdoor areas, owned or operated by this city, shall be entirely tobacco free to include all forms of tobacco products including electronic smoking devices.

(C) All indoor and outdoor recreational areas owned or operated by this city, shall be entirely tobacco free to include all forms of tobacco products including electronic smoking devices.

(Ord. 1716, passed 3-11-14)

§ 111.132 EXEMPTIONS.

The restrictions provided in § 111.131 shall not apply to the following:

(A) Stand-alone bars, stand-alone taverns and cigar bars;

(B) The room or rooms where licensed charitable bingo games are being operated, but only during the hours of operation of such games;

- (C) Up to 25% of the guest rooms at a hotel or other lodging establishment;
 - (D) Retail tobacco stores predominantly engaged in the sale of tobacco products and accessories and in which the sale of other products is merely incidental and in which no food or beverage is sold or served for consumption on the premises;
 - (E) Workplaces where only the owner or operator of the workplace, or the immediate family of the owner or operator, performs any work in the workplace, and the workplace has only incidental public access. INCIDENTAL PUBLIC ACCESS means that a place of business has only an occasional person, who is not an employee, present at the business to transact business or make a delivery. It does not include businesses that depend on walk-in customers for any part of their business;
 - (F) Workplaces occupied exclusively by one or more smokers, if the workplace has only incidental public access;
 - (G) Private offices occupied exclusively by one or more smokers;
 - (H) Private residences and workplaces within private residences, except that smoking shall not be allowed inside any private residence that is used as a licensed child care facility during hours of operation;
 - (I) Medical research or treatment centers, if smoking is integral to the research or treatment;
 - (J) A facility operated by a post or organization of past or present members of the Armed Forces of the United States which is exempt from taxation pursuant to §§ 501(c)(8), 501(c)(10) or 501(c)(19) of the Internal Revenue Code, 26 U.S.C. §§ 501(c)(8), 501(c)(10) or 501(c)(19), when such facility is utilized exclusively by its members and their families and for the conduct of post or organization nonprofit operations except during an event or activity which is open to the public; and
 - (K) Any outdoor seating area of a restaurant; provided, smoking shall not be allowed within 15 feet of any exterior public doorway or any air intake of a restaurant.
- (Ord. 1716, passed 3-11-14)

§ 111.133 DESIGNATED SMOKING ROOMS AND AREAS.

- (A) An employer not otherwise restricted from doing so under this subchapter may elect to provide smoking rooms where no work is performed except for cleaning and maintenance during the time the room is not in use for smoking, provided each smoking room is fully enclosed and exhausted directly to the outside in such a manner that no smoke can drift or circulate into a nonsmoking area. No exhaust from a smoking room shall be located within 15 feet of any entrance, exit or air intake.
- (B) If smoking is to be permitted in any space exempted in § 111.132 of this subchapter or in a smoking room pursuant to division (A) of this section, such smoking space must either occupy the entire enclosed indoor space or, if it shares the enclosed space with any nonsmoking areas, the smoking space shall be fully enclosed, exhausted directly to the outside with no air from the smoking space circulated to any nonsmoking area, and under negative air pressure so that no smoke can drift or circulate into a nonsmoking area when a door to an adjacent nonsmoking area is opened. Air from a smoking room shall not be exhausted within 15 feet of any entrance, exit or air intake. Any employer may choose a more restrictive smoking policy, including being totally smoke free.
- (C) A nursing facility licensed pursuant to the Nursing Home Care Act may designate smoking rooms for residents and their guests. Such rooms shall be fully enclosed, directly exhausted to the outside, and shall be under negative air pressure so that no smoke can escape when a door is opened and no air is recirculated to nonsmoking areas of the building.
- (D) Restaurants shall be totally nonsmoking or may provide nonsmoking areas and designated smoking rooms. Food and beverage maybe served in such designated smoking rooms which shall be in a location which is fully enclosed, directly exhausted to the outside, under negative air pressure so smoke cannot escape when a door is opened, and no air is recirculated to nonsmoking areas of the building. No exhaust from such room shall be located within 25 feet of any entrance, exit or air intake. Such room shall

be subject to verification for compliance with the provisions of this division by the State Department of Health.

(Ord. 1716, passed 3-11-14)

§ 111.134 POSTING.

(A) The person who owns or operates a place where smoking or tobacco use is prohibited by law shall be responsible for posting a sign or decal, at least four inches by two inches in size, at each entrance to the building indicating that the place is smoke-free or tobacco-free.

(B) Responsibility for posting signs or decals shall be as follows:

(1) In privately owned facilities, the owner or lessee, if a lessee is in possession of the facilities, shall be responsible;

(2) In corporately owned facilities, the manager and/or supervisor of the facility involved shall be responsible; and

(3) In publicly owned facilities, the manager and/or supervisor of the facility shall be responsible.
(Ord. 1716, passed 3-11-14)

§ 111.135 ENFORCEMENT.

The state or local governmental agency or the person who owns or operates a public place shall, at a minimum, do the following in order to prevent smoking in public places:

(A) Post signs at entrances to places where smoking is prohibited which state that tobacco use is prohibited or that the indoor environment is free of tobacco smoke; and

(B) Ask tobacco users to refrain from using any form of tobacco products, including electronic smoking devices upon observation of anyone violating the provisions of this act.

(Ord. 1716, passed 3-11-14)

SECTION 2. All Ordinances or portions of ordinances in conflict with this Ordinance, or inconsistent with the regulations of this Ordinance, are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 3. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 14th day of September, 2021.

Oden Grube, Mayor
City Of Durant, Oklahoma

ATTEST:

Cynthia J. Price, City Clerk



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Kari Jones, Supervisor
Re: Discussion, Consideration and Possible Action on Acceptance of a Proposal for Excess Insurance with Arch Insurance Company.

In an effort to close the coverage gap between the City of Durant's self-funded workers' compensation plan and potential catastrophic claims, Human Resources requested Insurica obtain proposals for excess insurance coverage. Insurica was able to secure three quotes, the most competitive being with Arch Insurance Company.

As outlined on page 12 of the proposal, the policy would cover up to:

- \$1,000,000 Bodily Injury by Accident (each accident)
- \$1,000,000 Bodily Injury by Disease (policy limit)
- \$1,000,000 Bodily Injury By Disease (each employee)

This additional coverage would apply once the City has paid the required \$750,000 per eligible claim, and coverage would remain for the life of the claim (or until it meets the \$1,000,000 limit).

The proposed premium is \$119,278.00 (page 14) with optional Terrorism Coverage for an additional \$3,578.00.

HR has worked with the Finance Department to ensure the availability of funds to cover the premium.

Council Information / Action Requested

Approve proposal from Arch Insurance

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. 21-22 Excess Work Comp Final Proposal
2. City of Durant 10-1 Arch Insurance
3. City of Durant SigPage (1)



INSURICA INSURANCE PROPOSAL

PREPARED FOR:

THE CITY OF DURANT

PROPOSED TERM:

OCTOBER 1, 2021 to OCTOBER 1, 2022

Presented By:

GLEN TOLENTINO

INSURICA ■

This presentation is designed to provide an overview and summary of the insurance coverages prepared for your review. This proposal is meant to facilitate a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place or presented within. This proposal does not alter or amend the insurance contracts. Please refer to the actual policies for details on coverages, conditions and exclusions that will govern in the event of a loss.

EXECUTIVE OVERVIEW

INSURICA is an independent insurance agency that specializes in core industries and business disciplines.

Our unique structure provides INSURICA customers with unparalleled access to the best coverage and risk management expertise available, all delivered through a local agent relationship.

Industry Specializations

Our industry-specific knowledge and in-depth experience gives us valuable insight into the unique and often challenging needs of the following key industries:

- | | |
|-----------------|------------------|
| ◆ Agriculture | ◆ Hospitality |
| ◆ Construction | ◆ Manufacturing |
| ◆ Education | ◆ Ministries |
| ◆ Energy | ◆ Not-For-Profit |
| ◆ Environmental | ◆ Staffing |
| ◆ Financial | ◆ Technology |
| ◆ Healthcare | ◆ Transportation |

Our Approach

Our approach is not about selling an individual policy, but rather understanding our clients' entire business structure and developing a comprehensive insurance management plan. With an in-depth understanding of our clients' business operations, we uncover unseen risks and opportunities that can dramatically lower exposure and costs.

Our Future

With nearly \$1 billion in annual premiums, INSURICA is among the 50 largest insurance brokers in the United States and is currently the 27th largest privately-held independent agency in the country. INSURICA employs more than 500 colleagues in 30 offices located throughout Oklahoma, Texas, Arkansas, Colorado, Arizona, and California. We are constantly looking to expand our network with partners who bring additional value and expertise to the enterprise and our clients.

Our focus on finding quality and experienced partners positions INSURICA as one of the preeminent insurance brokerages in the country and further emphasizes our customer pledge that we "*Specialize in You.*"

- DIRECT CONTACT TO SERVICE -

CONTACT NAME	TITLE	OFFICE	MOBILE	EMAIL
Glen Tolentino	Producer	(405) 556-2296	(405) 229-5287	Glen.Tolentino@INSURICA.com
Cecile Kadia-Cosentino	Account Manager	(405) 556-2311		Cecile.Kadia@INSURICA.com
Joelle Keys	Claims Consultant	(405) 556-2297		Joelle.Keys@INSURICA.com

- CLAIM REPORTING -

MAIN NUMBER	EMAIL
844-556-3208	claims@INSURICA.com

- GENERAL OFFICE INFORMATION -

MAIN NUMBER	TOLL FREE	FAX NUMBER	WEBSITE	INSURICA 24/7 CLIENT PORTAL
(405) 523-2100	(800) 880-0291	(405) 556-2332	www.INSURICA.com	https://portal.csr24.com/mvc/2731625

| NOTIFY US IF

It is important we be informed when a significant change in your operation takes place, such as any:

- ◆ Additional locations, new construction
- ◆ Changes in property values
- ◆ Change in ownership
- ◆ Sudden change in sales
- ◆ Increased or decreased hazards (i.e. type of work to be insured or new activities undertaken)
- ◆ Change in security or protection (i.e. burglar, sprinkler, fire alarm, watchguard, lighting, etc)
- ◆ Change in product lines
- ◆ New contractual obligations
- ◆ Changes in vehicles and/or drivers
- ◆ Expansion or moving of operations to a new state
- ◆ Employees hired in a new state
- ◆ Higher limits and/or additional coverages required or desired (i.e. Flood, Earthquake, Pollution, Professional Liability)
- ◆ Vacancy of building you own, operate, or occupy

| CLAIMS NOTIFICATION REQUIREMENTS

Many policies include CLAIMS REPORTING OBLIGATIONS that require immediate notification, as soon as you are aware of an incident which could result in a claim. Failure to report or late reporting could result in denial of defense and/or claim payment or settlements. To avoid denial of coverage, be sure to notify us and/or the insurance carrier as soon as practicable of any occurrence or offense which may result in a claim. Additionally, the incident should be confirmed in writing. Please review policies for claim reporting provisions.

The above are examples of situations of which we should be made aware; there are many others as well.

If any questions arise, please contact us.

** Disclaimer: While this list is not inclusive, failure to notify us can affect your coverage.*

| ITEMS TO DISCUSS

Please respond or comment to the following points and/or questions:

- ◆ Higher limits and/or additional coverages required or desired (i.e. Flood, Earthquake, Pollution, Professional Liability)
- ◆ ADD/REMOVE items to review here.

| ADDITIONAL COVERAGES TO CONSIDER

Active Assailant

The current unendorsed commercial general liability policy does not confirm nor deny coverage, leaving coverage determination to the courts in the event of the claim. A business owner should consider active assailant coverage as it not only defines the gray area of a commercial general liability policy but can also be written to include onsite active shooter and security vulnerability assessment, as well as preparedness seminars and training modules, and post-event crisis management services.

Business Income/Extra Expense

If your business suffered a covered cause of loss that caused a slowdown or suspension of operations, would you be able to sustain? Business income coverage is available to cover loss of income in the event that business is diminished due to a covered cause of loss to the insured premise, such as a fire or a natural disaster. This type of insurance also covers operating expenses, a move to a temporary location if necessary, payroll, taxes, and loan payments.

Business Income on Equipment

Most frequently you will find this coverage related to your property coverages. However, you can purchase business income coverage on equipment particularly specialized, high-value, equipment used in manufacturing or construction processes. This covers loss of income suffered when damage to your equipment by a covered cause of loss causes a slowdown or suspension of its operations.

Commercial Crime Coverage

Don't let the actions of dishonest individuals put your business at financial risk. Crime coverage forms are available to protect against losses of money, securities and property by such claims of loss as employee dishonesty, forgery, theft, burglary, robbery, kidnap, extortion and fraud. ERISA coverage can also be obtained on a crime policy.

Contractors Professional Liability

Today many contractors provide in-house design work, engineering evaluations, and shop drawings. This can open you to design liability and construction errors you could be held liable. Construction managers are also exposed to professional liability claims. General Liability usually exclude any construction errors or omission claims. A Contractors Professional Liability policy provides coverage for errors made by the contractor and third-parties hired by the contractor. Often this coverage can be coupled with Contractors Pollution Liability on a package type policy.

Cyber Liability

Neither a Property, General Liability, or Business Interruption policy will respond to outages caused by computer viruses or hackers. In addition, 47 U.S. states have mandatory requirements for data breach notification, as well as fines and penalties for not reporting the breach. Many Carriers offer policies that can cover regulatory fines or penalties you might incur because of a data breach.

A cyber-attack can result in costly first-party expenses required to comply with regulatory requirements and out-of-pocket legal expenses incurred to navigate the process.

Many data breaches occur because of an employee error or an "inside job" from rogue employees. A large portion of security breaches occur because of your employee actions. Also, keep in mind that a data breach can occur from paper records as well.

Cyber liability coverage pricing can be quite cost effective and easy to procure. Keep in mind that without this coverage, in the event of a cyber-attack you will be liable for first-party expenses including hiring forensic IT experts, notification of customers, providing annual credit monitoring, lawyer expenses, and any applicable state or federal fines or penalties.

Directors and Officers Coverage

As a director or officer of any company, public or private, not-for-profit and educational institutions, you can be held personally liable for your management actions. In effect, the policy functions as "management errors and omissions liability insurance," covering claims resulting from managerial decisions that have adverse financial consequences. Directors and Officers Liability Insurance provides coverage for allegations of mismanagement and/or breach of fiduciary duty or loyalty.

Earthquake

Coverage can be added on Property, Equipment, Installation Floater/Builders Risk policies. Depending on the property locations, the premiums can be insignificant compared to the coverage.

Employment Practices Liability Coverage

Employment Practices Liability claims arise from the following broad categories: Discrimination, Wrongful Termination, Sexual Harassment, Retaliation, Workplace Torts (e.g. invasion of privacy and defamation), and Defense for Wage and Hour claims. Coverage under this policy is available for legal costs to defend claims including legal liability for such acts. The coverage is rated on the number of employees and review of your employee handbook. Inclusion of a discrimination and harassment policy is usually required to be incorporated if not in the employee handbook.

Equipment Breakdown Coverage

Equipment breakdown (formerly called "boiler and machinery") insurance covers many types of equipment. Most equipment now contains sensitive and fragile technology that can be easily damaged. More equipment is mission critical so breakdowns bring operations - and income - to a halt. Increased system complexity and interdependency mean a breakdown elsewhere can impact you, yet standard property insurance excludes the risks unique to equipment. Coverage can be endorsed onto many property policies or purchased stand-alone.

Fiduciary Liability

The responsibility on trustees, employers, fiduciaries, professional administrators, and the plan itself with respect to errors and omissions in the administration of employee benefit programs as imposed by the Employee Retirement Income Security Act (ERISA).

Flood

Flooding is the most common of all natural hazards. On average, flooding causes more than \$2 billion in damage to property each year. Standard commercial property policies do not provide coverage for damage caused by flooding. Depending on the property locations, Flood can be obtained on a standard property policy or coverage secured through the National Flood Insurance Program (NFIP).

Higher Umbrella Limits

While there is no definitive answer to the question about how much umbrella or excess coverage a business entity should carry, there is some analysis you can do as a business owner to try to determine what is an adequate limit. Companies can begin their analysis by using the net worth of their company as a guideline. As an example, the more you have, the more you should carry. Benchmarking data for limits carried by other similar in class and size can also be provided.

Increased Ordinance or Law Coverage

Coverage for loss caused by enforcement of ordinances or laws regulating construction and repair of damaged buildings. Older structures that are damaged may need upgraded electrical; heating, ventilating, and air-conditioning (HVAC); and plumbing units based on city codes. There are three types of ordinance and law coverages that are normally excluded in standard property coverage forms. The coverages available by endorsement are cost to demolish the undamaged portion of the building, cost to replace with superior construction as required by law, and cost to clear the land of debris after demolition.

International Travel Accident Insurance

If you or any of your employees travel internationally, consider this coverage. The policy provides coverage for accidental death and dismemberment or other life-changing incidents that may be excluded by other policies. Travel accident insurance plans are designed to fill coverage gaps in standard life and disability insurance and provide high limit coverage or coverage for specific risks that many disability policies do not cover. Benefits vary and are paid depending on the severity of the incident, helping alleviate some of the financial stress that may result from serious illnesses, injuries, or death.

Pollution Liability

Pollution Liability is limited or excluded on the standard Commercial General Liability, Business Auto, Property, Inland Marine, Directors & Officers, Excess/Umbrella and an array of other policies. Because of this many insureds purchase Pollution Liability insurance to help protect assets from unforeseen environmental exposures that could impact earnings; protect against natural catastrophes beyond the standard property exposures; facilitate property transactions and financing; assist in mergers and acquisitions, separating the unknown environmental risk from the business risk.

Types of Pollution Liability include:

- ◆ Contractor's pollution liability (CPL) insurance can provide protection against the environmental liabilities left uncovered by standard commercial general liability with restrictive pollution exclusions. CPL aids to minimize loss when sudden or gradual pollution conditions are created through covered operations and addresses third-party coverage for bodily injury, property damage, defense, and cleanup as a result of sudden and gradual pollution incidents arising from contracting operations of or on behalf of the contractor.

- ◆ Site Pollution Liability. Most businesses have pollution exposures that are often considered incidental to the business's operations. Such environmental liability exposures can arise from materials storage, air emissions from heating or other processes, storm water runoff, spills during natural catastrophes, or even the possibility of unknown activities of previous site owners.
- ◆ Auto Pollution Exposures and Coverages available. Standard Business Auto policies exclude coverage for pollution events unless they result from gas, brake fluid, or other substances that are vital to the operation of the vehicle. However, pollution incidents involving other materials are excluded. Options to address this include an MCS90 Endorsement, Broadened Auto Pollution Endorsement (CA9948), and Transportation Pollution Liability (TPL). The MCS90 is a required filing of for-hire interstate operations (and certain other operations) that responds if you cause an auto pollution incident. However, the form requires that you reimburse the carrier for any payment made on your behalf. Another option is the Broadened Auto Pollution form (CA9948) that is similar to the MCS90 endorsement without the threat of the carrier seeking reimbursement. Finally, the most comprehensive is a Transportation Pollution Liability (TPL) policy which provides protection for products or materials transported, shipped, or delivered by the insured or by a carrier on the insured's behalf and can also specifically include loading and unloading.

Professional Liability / E&O

A type of liability coverage designed to protect traditional professionals (e.g., accountants, attorneys) and quasi-professionals (e.g., real estate brokers, consultants) against liability incurred as a result of errors and omissions in performing their professional services. The vast majority of professional liability policies are written with claims-made coverage triggers. In most professional liability policies payment of defense costs reduces available limits.

Social Engineering

When you or your employees receive a message that appears to be from a legitimate vendor, client, internal employee, or authorized person via email, fax, letter or even a phone call that contains a variety of misleading requests and information. This is Social Engineering Fraud. The purpose is to divert funds to the fraudster willingly including wire transfers. This important coverage can be endorsed onto many Crime or Cyber policies or purchased stand-alone. Limits start at \$50,000 and higher can be obtained.

Please check below if interested in any of the above recommended coverages:

Coverage Type	Indication Requested
Active Assailant	
Business Income/Extra Expense	
Business Income on Equipment	
Crime Coverage	
Contractors Professional Liability	
Cyber Liability	
Directors & Officers	
Earthquake	
Employment Practices Liability	
Equipment Breakdown	
Fiduciary Liability	
Flood	
Higher Umbrella Limits	
International Travel Accident	
Ordinance & Law	
Pollution Liability	
Professional Liability	
Social Engineering	
Producer Signature	Client Signature
Dated:	Dated:

Contact your INSURICA Team for more information and coverage options on any of these coverages.

Disclaimer: Additional coverages to consider is not limited to those only on this list nor is this list all-inclusive of all coverage forms available. This list comprises of important coverages that are readily available to purchase.

- NAMED INSURED & LOCATION SCHEDULE – WORKERS COMPENSATION -

The coverages detailed in this document apply to the entities and locations listed below. If this list is not complete, please notify us immediately.

| SCHEDULE OF NAMED INSUREDS:

THE CITY OF DURANT

| SCHEDULE OF LOCATIONS:

- WORKERS COMPENSATION -

INSURER: Arch Insurance Company

POLICY TERM: 10/1/2021 to 10/1/2022

**EXPERIENCE
MODIFICATION
FACTOR:**

Anniversary Rating Date: 10/1/2021

LIMITS:

Coverage A: Workers' Compensation – Statutory	
Coverage B: Employer's Liability	
Bodily Injury by Accident – Each Accident	\$1,000,000
Bodily Injury by Disease – Policy Limit	\$1,000,000
Bodily Injury by Disease – Each Employee	\$1,000,000
Coverage C: Other States –	

COVERED STATES:

If you have work on the effective date of this policy in any state not listed as a Covered States (Item 3A of the policy), coverage will not be afforded for that state unless the insurer is notified within 30 days. Furthermore if you begin work in any state listed in the Other States (Item 3C of the policy) you must notify the carrier.

OFFICERS:	Name	Title	Included/Excluded	Class Code
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COVERAGE PLAN: Guaranteed Cost

PREMIUM: POLICY AUDITABLE: Yes

REMARKS:

Remarks

Premium due 20 days from effective date.

Endorsements included on Quotation:

Losses Redefined To Include Allocated Loss Adjustment Expenses Endorsement

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

Oklahoma Amendatory Endorsement

SUBJECT TO: 1. Completed vehicle supplement 2. Additional information on volunteers and if there are any volunteer firefighters

Retained Limit

Part One - Excess Workers Compensation Insurance and Part Two – Excess Employers Liability Insurance Combined:

Retained Limit - Each Accident:	\$750,000
Retained Limit – Disease, Each Employee:	\$750,000

QUESTIONS, CONDITIONS, AND/OR SUBJECTIVITIES:

COVERED STATES:

Any state with known exposures should be listed in Item 3.A. at policy inception. Employees working in these states normally will have choice of state laws if they were working in other states on a temporary basis.

Other States Insurance is added to provide temporary coverage for employees when operating in states not listed in Item 3.A. This unique feature provides the insured with coverage for possible workers compensation exposures in states where it does not now have (or expect to have) operations or work. The insurance carrier must be notified in writing within thirty (30) days of any work or operations in a state not listed in Item 3.A. to keep coverage in effect. Notification is also required if you hire residents of the state where the work is being done; if you have an employee who resides in another state; or you have a location in another state.

EARNED PREMIUM:

According to NCCI (National Council on Compensation Insurance) final earned premium for the policy must be determined on actual payroll as determined by the carrier at audit. Determination of final earned premium is governed by the rules, classifications, and rates in the NCCI Workers Comp Manual, subject to modification by applicable rating plans and state laws.

DISCLAIMERS:

All Premiums are subject to change due to changes in rates, experience modifications or any other items due to changes required from regulatory entities having jurisdiction over such areas.

RATES & EXPOSURES:**TOTAL PREMIUM CALCULATIONS:**

| PREMIUM SUMMARY

LINE OF COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM	PROPOSED PREMIUM
Excess Workers Compensation & Employers Liability	\$ N/A	\$ N/A	\$ \$119,278.00
TOTAL PREMIUM	\$	\$	\$ \$119,278.00 incl. TRIA

Terrorism Coverage (Optional)	\$	\$	\$ \$3,578.00
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| INSURICA 24/7

INSURICA strives to embrace technology that drives efficiency and is a resource to our partners.

INSURICA 24/7 is a client portal that enables you to access insurance information, view documents, and print your own Certificates of Insurance or auto ID cards online or via the INSURICA 24/7 Mobile App.

With access to your information where and when you need it, you can focus on your business rather than your insurance.

On-Demand Access to Your Information



Simply Login To:

- ✓ Pay using an electronic check or credit card
- ✓ Download certificates and auto ID cards.
- ✓ Access insurance documents including policies, endorsements, bonds, and risk control documents.
- ✓ View Team contact information
- ✓ Request changes to such as add/delete drivers and autos.



Why Choose Us:

- ✓ 24/7 access to your account
- ✓ Access to your policy information for review
- ✓ The ability to report a claim or loss any time



Reach Us Any Time:

- ✓ Standard business hours in our office
- ✓ Access online anytime
- ✓ 24/7 account access via the INSURICA 24/7 Mobile App

At INSURICA, we “*Specialize in You*”, so you can specialize in what you do best.

| DISCLOSURES

A.M. Best Rating

A Best Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. A.M. Best assigns to insurance related organizations one of two types of rating opinions, a Best's Rating, and a financial size category rating. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. Best has seven (7) rating categories including plus "+" or minus "-" rating notches to permit further gradation of financial strength within a particular rating category.

The three highest ratings given by A.M. Best are the following:

<u>Rating</u>	<u>Definition</u>
A++, A+ (Superior)	Assigned to companies that have, in Best's opinion, a superior ability to meet their ongoing insurance obligations.
A, A- (Excellent)	Assigned to companies that have, in Best's opinion, an excellent ability to meet their ongoing insurance obligations
B++, B+ (Good)	Assigned to companies that have, in Best's opinion, a good ability to meet their ongoing insurance obligations

Financial Size Categories. Assigned to all companies and reflects their size based on their capital, surplus, and conditional reserve funds in millions of U.S. dollars, using the scale below.

Millions of U.S. Dollars							
Class I	Less	than	1	Class VIII	100	to	250
Class II	1	to	2	Class IX	250	to	500
Class III	2	to	5	Class X	500	to	750
Class IV	5	to	10	Class XI	750	to	1,000
Class V	10	to	25	Class XII	1,000	to	1,250
Class VI	25	to	50	Class XIII	1,250	to	1,500
Class VII	50	to	100	Class XIV	1,500	to	2,000
				Class XV	greater	than	2,000

The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.

Financial analysis of insurance companies is a complex process that requires specialized knowledge. INSURICA relies upon opinions expressed by A.M. Best Company in determining the financial strength and size of insurance companies. INSURICA makes no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

| DISCLOSURES

Admitted Company versus Non-Admitted Insurers

Admitted Company

A foreign or alien insurance company which has been licensed by the insurance department of the state in question and which, thereby, is authorized to conduct business within that state to the extent licensed. Also called an admitted market or admitted insurer. In the event of company insolvency, policies written with admitted insurers may have access to the state guaranty fund subject to a number of exceptions and limitations depending on the applicable state guarantee fund law.

Non-admitted Company

If an insurer is not licensed to write insurance in a specific state, then the insurer is a non-admitted insurer for that state. These companies are usually non-admitted because they do not meet the same capitalization requirements as an admitted company. Premiums paid to them are not protected by any state guaranty fund and they are not subject to state regulation. Although not admitted, the insurer must still be approved to write business in that state. Non-admitted companies are part of the excess and surplus lines insurance market. Insurance policies placed with non-admitted companies may require payment of surplus lines premium taxes at a percentage that varies state by state. Non-admitted policies may be subject to a minimum earned premium (MEP), usually twenty-five (25) percent but may be a higher percentage.

A.M. Best Ratings, Financial Size Categories, Admitted/Non-Admitted Proposed Program

COMPANY	COVERAGE PROVIDED/PROPOSED	BEST RATING & FINANCIAL SIZE	ADMITTED / NON-ADMITTED	MINIMUM EARNED PREMIUM (%/\$)
Enter/Delete				
Enter/Delete				
Enter/Delete				
Enter/Delete				

Note to user: If any rating is less than A- VI, include or send A.M. Best Acknowledgement Template (found in Epic Commercial Lines Template folder) to insured for signature. (remove this notice if not applicable to client)

| DISCLOSURES

The intent of this document is to provide an overview of the coverage offered in the insurance program, and is not meant to be all-inclusive. Read your actual policies for complete details including terms, conditions, limitations, and exclusions.

Exposure information, including but not limited to property values, auto schedules, payroll and revenues, used in the proposal were those presented by you and should be carefully reviewed and/or appraised for adequacy.

Compensation Disclosure

INSURICA is an Independent Agency. For our efforts, primarily commissions paid by insurance companies compensate us. The amount is based on the commission schedules established individually by each insurance company and is typically calculated as a percentage of the premium. INSURICA may also be eligible to receive various forms of incentive compensation, including contingent commissions and other awards and bonuses. This incentive compensation is based upon criteria that may include the volume, growth, profitability, and retention of business placed or other performance measures established by the individual insurers with whom we do business. On occasion insurance carriers will issue a policy at a net premium (no commission factored into the premium) and at that time, INSURICA will determine an appropriate fee which fairly reflects the various services provided for the policy being issued. These fees are disclosed and itemized as a separate billing amount to our clients.

Limits of Coverages

Higher limits of coverage may be available upon request.

Property Coverages

Vacant Properties: Property policies contain vacancy provisions excluding or reducing coverage for certain perils if a building or suite is vacant 60 or more days. A building or suite is considered vacant if less than 31% of the total square footage is used to conduct customary operations.

Flood and Earthquake Coverage: Unless specifically noted on the policy, Flood and Earthquake coverage is not provided. It is important to consider this coverage and it is available upon request subject to underwriting consideration and additional premium.

Appraisal: Obtaining an updated appraisal on an annual basis is a sound risk management technique. Failure to obtain an appraisal increases the risk that your property might be underinsured and that you may incur a coinsurance penalty.

Pollution Liability Exposures

Pollution Liability is limited or excluded on the standard Commercial General Liability, Business Auto, Property, Inland Marine, Directors & Officers, Excess/Umbrella and many other policies. Discuss your pollution risks with INSURICA. Pollution Liability coverage can be obtained to address many of the gaps in standard policies.

Terms, Conditions, Limitations and/or Exclusions

Where ever Terms, Conditions, Limitations and/or Exclusions are listed throughout this proposal, they are not all-inclusive. Please refer to the actual policies for specific Terms, Conditions, Limitations and/or Exclusions that will govern in the event of a loss. Specimen copies of policies are available for review upon request.

| TERRORISM RISK INSURANCE ACT DISCLOSURES

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (also known as "TRIA"), insurance carriers are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

If Terrorism coverage applies to a particular line of business, the portion of your premium attributable to this terrorism coverage has been noted. If Terrorism coverage is optional and requires you make an election to accept or reject the coverage, this has also been noted on noted. Election forms may be required upon inception, at renewal, or when changing carriers.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the US Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%.

However, if aggregate industry insured losses under TRIA exceed \$100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 Billion in a calendar year, and the insurance carrier(s) have met, or will meet, their respective insurer deductible under TRIA, they shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and the insurance carrier(s) estimate that they will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

| ELECTRONIC COMMUNICATION AND DELIVERY CONSENT FORM

At INSURICA we continually strive to improve our speed of service to clients and to do so in the most efficient manner. One of the ways we are increasing our efficiency to clients is to use electronic communications, emailing of electronic documents, and electronic signatures. As our portal and electronic communications grow, we ask that you sign a consent form providing us your permission to work together using this type of technology.

Please review the following statement and electronically sign.

We ("Client") hereby give consent and agree to receive documents related to insurance coverage written through or quoted by INSURICA ("Agent/Broker") in the form of electronic records. Agent/Broker may transmit documents to Client through electronic media, including but not limited to electronic mail, optical disks (including but not limited to compact discs and digital versatile discs), floppy disks, hard drives, thumb drives, jump drives, magnetic tapes, facsimiles, downloads from Web sites, and any other kinds of electronic media acceptable to both Client and Agent/Broker. Documents to be so delivered include but are not limited to policy information pages and coverage forms; endorsements; binders; certificates and evidences of insurance; automobile insurance identification cards; premium quotations; premium worksheets; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondence; and notices of cancellation and nonrenewal. Client's signature or that of Client's representative signifies that Client voluntarily agrees to use electronic records in accordance with the federal Electronic Signatures in Global and National Commerce Act.

Business Name: THE CITY OF DURANT

Signature: _____

Title: _____

Date: _____

| NON-DISCLOSURE AGREEMENT

This proposal has been prepared exclusively for the review and evaluation of:

THE CITY OF DURANT

The information contained herein includes proprietary information about INSURICA and our risk management services. Therefore, we request that this information not be copied or distributed to any third parties without the prior consent of INSURICA.

Should you choose not to accept the terms of our insurance and risk management proposal, please return this proposal in its entirety to us at your earliest convenience.

Received by: _____

Date: _____



September 8, 2021

RE: CITY OF DURANT

We would like to confirm our quotation for the above account as follows:

TYPE OF INSURANCE:	Excess Workers Compensation and Employers Liability		
STATE(S) OF COVERAGE:	Oklahoma		
EFFECTIVE DATE:	October 1, 2021		
INSURANCE CARRIER:	Arch Insurance Company		
POLICY PERIOD:	October 1, 2021 to October 1, 2022		
YOUR RETAINED LIMIT:	Part One - Excess Workers Compensation Insurance and Part Two – Excess Employers Liability Insurance Combined:		
	Your Retained Limit - Each Accident:	\$750,000	
	Your Retained Limit – Disease, Each Employee:	\$750,000	
OUR LIMIT OF LIABILITY:	A. Part One - Excess Workers Compensation Insurance		
	Our Limit of Liability - Each Accident:		Statutory
	Our Limit of Liability - Disease, Each Employee:		Statutory
	B. Part Two – Excess Employers Liability Insurance		
	Our Limit of Liability - Each Accident:	\$1,000,000	
	Our Limit of Liability - Disease, Each Employee:	\$1,000,000	
	Our Limit of Liability – Aggregate:	\$1,000,000	
POLICY PREMIUM:	\$119,278 - Deposit \$107,350 - Minimum		
TERRORISM PREMIUM:	\$3,578 *		
BASIS OF PREMIUM:	1.1567 per \$100 of Payroll based on \$10,311,956		
COMMISSION:	15.00%		
REMARKS:	Our quote is valid for a period of 30 days from today or until the Effective Date shown above, whichever is earlier. Please advise promptly should you wish us to bind coverage. * This premium is included in, not in addition to, the POLICY PREMIUM. Please see the attached Exhibit for listing of endorsements Premium due 20 days from effective date.		

City of Durant

Endorsement Exhibit for October 1, 2021 to October 1, 2022 Quotation

Endorsements included on Quotation:

Losses Redefined To Include Allocated Loss Adjustment Expenses Endorsement

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

Oklahoma Amendatory Endorsement

Date: September 14th, 2021

RE: City of Durant

Excess Workers Compensation Coverage

In regard to the City of Durant and the Excess Workers Compensation and Employers Liability coverage, INSURICA acting as the retail agency has presented the following Arch Insurance Company quotation with an effective policy period of October 1st, 2021, to October 1st, 2022, per the attached proposal and evidenced by the Arch Insurance quote dated September 2nd, of 2021.

The quotation is valid for a period of 30 days from September 8th, or until the Effective Date shown on the quote (October 1st, 2021) whichever is earlier. Once the City of Durant has voted to approve the quote then INSURICA will request coverage be bound with the October 1st, 2021, effective date for the premium of \$119,278 shown in the quotation. The premium is due 20 days from the effective date.

INSURICA will forward proof of coverage when it is bound with a coverage date effective October 1st, 2021, upon receipt from the carrier and will deliver policy when received.



Glen Tolentino CIC

INSURICA



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Discussion, Consideration and Possible Action to Accept the Federal Aviation Administration (FAA) Grant Award for the Airport Improvement Program (AIP) Project No. 3-40-0025-017-2021 in the Amount of \$194,220 for the Update Airport Layout Plan (ALP) With Narrative Project to Support Continued Development for the Durant Regional - Eaker Field Airport.

On or about August 26, the City received a Grant Offer in the amount of \$ 194,220 for Airport Improvement Program (AIP) Project No. 3-40-0025-017-2021 at Durant Regional - Eaker Field Airport in Durant, Oklahoma. This is a 100% funded project.

At the September 14th Council meeting, an Agreement with the KSA Airport Planners Consultant Firm will be presented for Council consideration. Upon an approved Agreement, the consultants will complete the updated Airport Layout Plan (ALP) following the FAA guidelines.

Council Information / Action Requested

Accept the Federal Aviation Administration (FAA) Grant Award for the Airport Improvement Program (AIP) Project No. 3-40-0025-017-2021 in the Amount of \$194,220 for the Update Airport Layout Plan (ALP) With Narrative Project to Support Continued Development for the Durant Regional - Eaker Field Airport.

City Staff Information / Action Follow-up, if Council authorizes this action:

Staff will work closely with the FAA Grants Program Manager and KSA Consultants to proceed with the project.

ATTACHMENTS:

1. FAA ALP-DUA-SWG-3-40-0025-017-2021-Grant Agreement



U.S. Department
of Transportation
Federal Aviation
Administration

Arkansas/Oklahoma
Airports District Office
Southwest Region

FAA ASW-630
10101 Hillwood Parkway
Fort Worth, TX 76117

August 26, 2021

John R. Dean Jr.
City Manager
300 W. Evergreen Street
City Hall, Room 100
Durant, OK 74701

Dear Mr. Dean:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. **3-40-0025-017-2021** at Durant Regional - Eaker Field Airport in Durant, Oklahoma. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi e-Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Phuong Tran, (817) 222-5641, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles

[Glenn Boles \(Aug 26, 2021 15:19 CDT\)](#)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 26, 2021
Airport/Planning Area	Durant Regional - Eaker Field Airport
FY2021 AIP Grant Number	3-40-0025-017-2021
Unique Entity Identifier	010473114
TO:	City of Durant
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **August 25, 2021**, for a grant of Federal funds for a project at or associated with the Durant Regional - Eaker Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Durant Regional - Eaker Field Airport (herein called the "Project") consisting of the following:

Update Airport Layout Plan With Narrative

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under **this Offer is \$194,220.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 194,220 for planning

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 17, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi e-Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 6, 2003, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
26. **Coordination.** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Glenn Boles

Glenn Boles (Aug 26, 2021 15:19 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 2, 2021

City of Durant

(Name of Sponsor)

John R Dean Jr

John R Dean Jr (Sep 2, 2021 08:12 CDT)

(Signature of Sponsor's Authorized Official)

By: John R Dean Jr

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Thomas Marcum, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oklahoma. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 2, 2021

By: 
Thomas Marcum (Sep 2, 2021 08:22 CDT)

(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**City of Durant**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport

development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of August 25, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Discussion, Consideration and Possible Action to Accept the Federal Aviation Administration (FAA) Airport Rescue Grant Offer, Grant No. 3-40-0025-018-2021 in the Amount of \$ 59,000 (ARPA KW2021) for the Durant Regional - Eaker Field Airport in Response to the Coronavirus Pandemic.

On or about August 4, the City received an Airport Rescue Grant Offer, Grant No. 3-40-0025-018-2021 in the amount of \$ 59,000 (ARPA KW2021) for the Durant Regional - Eaker Field Airport. This is a 100% funded project.

This Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

The purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Council Information / Action Requested

Accept the Federal Aviation Administration (FAA) Airport Rescue Grant Offer, Grant No. 3-40-0025-018-2021 in the Amount of \$ 59,000 (ARPA KW2021) for the Durant Regional - Eaker Field Airport in Response to the Coronavirus Pandemic.

City Staff Information / Action Follow-up, if Council authorizes this action:

Staff will work closely with the FAA Grants Program Manager to proceed with the project.

ATTACHMENTS:

1. FAA Rescue Plan -DUA-SWG-3-40-0025-018-2021-Grant Agreement



U.S. Department
of Transportation
Federal Aviation
Administration

Arkansas/Oklahoma Airports
District Office
Southwest Region

FAA ASW-630
10101 Hillwood Parkway
Fort Worth, TX 76117

Airport Rescue Grant Transmittal Letter

August 4, 2021

Mr. John R. Dean
City Manager
Durant, OK 74701

Dear Mr. Dean:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-40-0025-018-2021 for Durant Regional - Eaker Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 27, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Andy Garza, (817) 222-5717 is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in black ink that reads "Glenn Boles". The signature is written in a cursive style. To the right of the signature is a vertical yellow line.

[Glenn Boles \(Aug 4, 2021 17:12 CDT\)](#)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 4, 2021

Airport/Planning Area Durant Regional - Eaker Field Airport

Airport Rescue Grant No. 3-40-0025-018-2021

Unique Entity Identifier 010473114

TO: City of Durant

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 12, 2021, for a grant of Federal funds at or associated with the Durant Regional - Eaker Field Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Durant Regional - Eaker Field Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Durant Regional - Eaker Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$59,000, allocated as follows:
 \$59,000 ARPA KW2021
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 27, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated August 4, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Glenn Boles

Glenn Boles (Aug 4, 2021 17:12 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated August 4, 2021

City of Durant

(Name of Sponsor)

John R Dean, Jr.

John R Dean, Jr. (Aug 4, 2021 17:15 CDT)

(Signature of Sponsor's Designative Official/Representative)

By: John R Dean, Jr.

(Type Name of Sponsor's Designative Official/Representative)

Title: City Manager

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Thomas Marcum, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oklahoma. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at August 7, 2021

By:



Thomas Marcum (Aug 7, 2021 17:28 CDT)

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Durant**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 12, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: James Dalton, Assistant City Manager
Re: Discussion, Consideration, and Possible Action on the Airport Layout Plan with Narrative Update Agreement between City of Durant and KSA Engineering

Discussion, Consideration, and Possible Action on the Airport Layout Plan with Narrative Update Agreement between City of Durant and KSA Engineering

Council Information / Action Requested

Approval of the Airport Layout Plan with Narrative Update Agreement between the City and KSA Engineering

City Staff Information / Action Follow-up, if Council authorizes this action:

Begin the Airport Layout Plan with Narrative Update by gathering data and conducting meetings.

ATTACHMENTS:

1. Airport Layout Planning Agreement KSA - Durant - DUA.003

**AGREEMENT
BETWEEN OWNER AND PLANNER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

_____ The City of Durant, Oklahoma (“Owner”) and

_____ KSA Engineers, Inc. (“Planner”).

Owner's Project, of which Planner's services under this Agreement are a part, is generally identified as follows: Durant Regional Airport - Eaker Field Airport Layout Plan with Narrative (“Project”).

Planner’s Services under this Agreement are generally identified as follows:

Services will result in the preparation of an Airport Layout Plan Update with Narrative for KDUA for the City of Durant (Sponsor). The plan will be prepared in accordance with Federal Aviation Administration Advisory Circular (AC) 150/5070-6B, Airport Master Plans, and other appropriate orders and advisory circulars. Includes the professional planning services for all phases of the master plan, including serving as the Sponsor's professional planning representative for the project, providing professional planning consultation and advice incidental thereto, and attending meetings with the Sponsor, Oklahoma Aeronautics Commission (OAC), and other interested parties as needed to review available data and to clarify and define the requirements of the Project. Following is a detailed "Scope of Services" for the preparation of the Airport Layout Plan with Narrative.

Detailed Scope of Services are detailed in Attachment A and Manhour Projects & Cost Estimates - Expenses in Attachment B.

Owner and Planner further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Planner shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Planner shall furnish services in addition to those set forth above. Owner shall pay Planner for its services as set forth in Paragraphs 7.01 and 7.02.

- B. Planner shall complete its services within a reasonable time, or within the following specific time period: 12 months from Notice to Proceed.

2.01 *Payment Procedures*

- A. *Invoices:* Planner shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Planner for services and expenses within 30 days after receipt of Planner's invoice, then the amounts due Planner will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Planner may, after giving seven days written notice to Owner, suspend services under this Agreement until Planner has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Planner for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Planner for its services is a substantial failure to perform and a basis for termination.
- b. By Planner:
 - 1) upon seven days written notice if Owner demands that Planner furnish or perform services contrary to Planner's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Planner's services for the Project are delayed for more than 90 days for reasons beyond Planner's control.

Planner shall have no liability to Owner on account of a termination by Planner under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Planner's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Planner to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Planner will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Planner are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Planner (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Planner) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Planner may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Planner to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Planner and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional Planning and related services performed or furnished by Planner under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Planner makes no warranties, express or implied, under this Agreement or otherwise, in connection with Planner's services. Subject to the foregoing standard of care, Planner and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. This Agreement is to be governed by the law of the state of Oklahoma.
- C. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the state courts in Bryan County, Oklahoma.
- D. All documents prepared or furnished by Planner are instruments of service, and Planner retains an ownership and property interest (including the copyright and the right of reuse) in such documents,

whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Planner of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Planner, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Planner; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Planner, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Planner or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Planner and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Planner; and (4) such limited license to Owner shall not create any rights in third parties.

- E. To the fullest extent permitted by law, Owner and Planner (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Planner's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Planner, whichever is greater.
- F. The parties acknowledge that Planner's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Planner or any other party encounters a Hazardous Environmental Condition, Planner may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- G. Owner and Planner agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- H. Scanned Reproductions. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Planner and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment-Lump Sum*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Planner as follows:

1. A Lump Sum amount of \$192,720.00.

B. The portion of the compensation amount billed monthly for Planner's services will be based upon Planner's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Planner's employees engaged directly on the Project, Owner shall pay Planner as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Planner's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Planner's consultants' charges, if any.

2. Planner's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses is estimated to be \$ N/A.

Attachment: Appendix 1, Planner's Standard Hourly Rates

Attachment A, Scope of Work

Attachment B, Manhour Projections & Cost Estimates - Expenses

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: The City of Durant, Oklahoma

By: _____

Name: John R. Dean, Jr.

Title: City Manager

Date Signed: _____

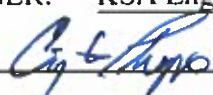
Address for giving notices:

300 W. Evergreen Street

City Hall, Room 100

Durant, OK 74701

PLANNER: KSA Engineers, Inc.

By: 

Name: Craig H. Phipps

Title: Director of Aviation Services

Date Signed: 09/01/2021

Engineer License or Firm's

Certificate Number: F-1356

State of: Texas

Address for giving notices:

140 East Tyler Street

Suite 600

Longview, TX 75601

Appendix 1

Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$280.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Electrical Engineer	\$240.00/hour
Electrical Design Engineer	\$150.00/hour
Mechanical Engineer	\$180.00/hour
Senior Project Manager	\$215.00/hour
Project Manager	\$190.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$145.00/hour
Design Engineer	\$120.00/hour
Senior Project Architect	\$220.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$185.00/hour
Senior Engineering Technician	\$185.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Project Assistant	\$115.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 80.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$100.00/hour
Project Representative - After Hours	\$120.00/hour
Graphic Designer	\$ 75.00/hour
Grant Administrator	\$130.00/hour
Administrative Assistant	\$ 90.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$200.00/hour
Two-Man Survey Crew	\$155.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$110.00/hour
Survey Technician	\$ 95.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost+15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

SCOPE OF SERVICES
DURANT REGIONAL AIRPORT – EAKER FIELD (DUA)
DURANT, OKLAHOMA
AIRPORT LAYOUT PLAN with NARRATIVE
July 2021

This scope of services will result in the preparation of an Airport Layout Plan Update with Narrative for KDUU for the Durant Regional Airport – Eaker Field (Sponsor, or Airport). The plan will be prepared in accordance with Federal Aviation Administration Advisory Circular 150/5070-6B, *Airport Master Plans*, and other appropriate orders and advisory circulars.

This scope includes the professional planning services for all phases of the ALP Update with Narrative, including serving as the Sponsor’s professional planning representative for the project, providing professional planning consultation and advice incidental thereto, and attending meetings with the Sponsor, Oklahoma Aeronautics Commission (OAC), and other interested parties as needed to review available data and to clarify and define the requirements of the Project. Following is a detailed “Scope of Services” for the preparation of the Airport Layout Plan.

SPECIFIC ITEMS TO BE ADDRESSED BY THE STUDY:

Specific objectives and items of importance to the Sponsor to be achieved in the Airport Layout Plan Update will be:

- Assist the Airport, through the Planning Advisory Committee (PAC), in determining short-, mid-, and long-term goals for the Airport.
- Development of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis.
- Review existing airfield conditions and provide review of Part 139 requirements based on these conditions and note any deficiencies to be included in the implementation plan.
- Prepare an evaluation of existing and future facility requirements needed for the Durant Regional Airport – Eaker Field based on the forecasted aviation demand and identification of the airport’s critical aircraft.
- Provide feasibility of facility and development concepts for the airport based on operational characteristics, airport infrastructure, compatible land use, and environmental considerations.
- Provide a Capital Improvement Plan (CIP) including: a recommended phasing plan that identifies areas to accommodate the forecasted growth of aviation and non-aviation related opportunities that is consistent with local, OAC and FAA CIP planning.
- Prepare new drawings of existing and proposed facilities and update the Airport Layout Plan (ALP) drawing set consistent with the most current FAA Standard Operating

Procedure.

- Review existing Airport Property Map (Exhibit A), property deed and lease information provided by the City, and update the Airport Property Map consistent with the most current FAA Standard Operating Procedure.

Task 1 – Study Initiation / Project Management Inventory of Existing Conditions

The Consultant will:

1. Develop Scope of Work (SOW) and prepare an outline of the elements of the Airport Layout Plan Update planning work effort in accordance with FAA guidelines for the preparation of master plans contained in Advisory Circular 150/5070-6B, *Airport Master Plans*, and 150/5300-13B, *Airport Design*. Identify respective individual work tasks which will be necessary to meet both the requirements set by the FAA and the sponsor for each element of the ALP Update with Narrative scope. Prepare detailed descriptions for each individual work task which describe the specific work effort involved and identify the result or product of the work effort.
2. Perform project management duties to include work items required to set up and manage contracts, budgets, and invoicing, as well as provide coordination with the Airport, the OAC, and the FAA.
3. Attend a kickoff meeting (Meeting #1) with the Sponsor, OAC, and other stakeholders to present and discuss project schedule, technical approach, and specific planning issues as it pertains to the Durant Regional Airport – Eaker Field in accordance with FAA AC 150/5050-4A, *Community Involvement in Airport Planning*. Assist the Sponsor in the development of a Project Advisory Committee (PAC) that will be established to oversee the development of the Airport Layout Plan. The PAC will be composed of individuals – ideally fewer than 10 – that represent aircraft and City stakeholders, local business interests, tenants, economic development agencies, planners and others, as may be identified by the Sponsor.
4. PAC #1 meeting will include a Strengths, Weaknesses, Opportunities, and Threats Analysis (SWOT). The SWOT analysis will determine the internal and external influences on the operation and management of the airport will be performed. This exercise will help determine facility requirements and identify the vision for the Durant Regional Airport – Eaker Field in the future, forming the framework for the planning process.

Deliverable: Preparation of a working paper as part of the Phase I report, detailing a general Inventory of Existing Conditions. Results of the SWOT Analysis will be provided in an appendix.

Task 2 – Forecast of Aviation Demand

The Consultant will:

1. Cursory assessment of existing facilities and their current condition, including but not limited to:
 - Runways, taxiways, aprons, and related lighting, marking, signage, and NAVAIDS.
 - Airport facilities, including all buildings and pavement inventory.
 - Airport support facilities and equipment such as fueling facilities, maintenance equipment, Airport vehicles, etc.
 - Historical and current aircraft activity to include based aircraft and operations by type.
 - Airport service area socioeconomic/demographic information.
2. Develop basic aeronautical forecasts for short-, intermediate-, and long-term planning timeframes. The base year for the forecasts will be 2020. These timeframes correspond to the following years:
 - Short Range: 2021 - 2025
 - Intermediate Range: 2026 – 2030
 - Long-range: 2031 – 2040
3. Aviation demand for the Airport will include the following indicators:
 - Based aircraft
 - General aviation operations (local and itinerant)
 - Military operations, if applicable
 - Based and operational fleet mix
 - Identify Critical aircraft type and forecast operations
 - Compare Airport Layout Plan forecast and FAA Terminal Area Forecast (TAF)

These forecasts will utilize existing FAA forecast trend data, Traffic Flow Management System Counts Data (TFMSC), national industry activity and trend data, and conform to FAA review and approval requirements.

Deliverable: Preparation of a draft working paper detailing the Forecasts.

Task 3 – Facility Requirements

The Consultant will:

1. Identify the existing and ultimate facilities to support demand and critical design aircraft types for both the airside and landside at the Airport. Facility needs considered will include the following:
 - Runway length analysis
 - Taxiway requirements
 - Electronic, visual, and satellite aids to navigation
 - Airspace requirements
 - Airside requirements
 - GA terminal building requirements
 - Landside requirements
 - Auto parking facilities
 - Aircraft storage facilities
 - Aircraft parking apron (based and transient)
 - Terminal facilities
 - Fuel storage
2. Conduct a project meeting (PAC Meeting #2) with the Sponsor, OAC, and PAC Members to discuss Inventory, Forecasts, and Facility Requirements. A public meeting (Public Workshop #1) will be held the same day to initiate the public involvement process. A public press release will be provided by the Consultant for use by the Sponsor to advertise the meeting in local newspaper, City Hall, and other areas deemed necessary by the Sponsor.

Deliverable: Preparation of a draft working paper detailing the Facility Requirements

Task 4 – Airport Development Alternatives

The Consultant will:

1. Propose airfield development alternatives that can accommodate all the proposed improvements including identified Part 139 deficiencies, based on the forecast and facility requirements developed in the earlier tasks. A maximum of two (2) airside and landside alternatives will be prepared. Environmental considerations are incorporated with the development of alternatives.
2. Review existing land use, airport property boundary and recommend strategies that can be incorporated into local land use and zoning plans to protect the accessibility of the airport including visual, instrument approach surfaces as outlined by FAR Part 77 Imaginary Surfaces for the airport.

3. Conduct a project meeting (PAC Meeting #3) with FAA, OAC, Sponsor, and PAC members to discuss the draft Development Alternatives and achieve a consensus for a recommended development concept.

Deliverable: Electronic copy of the Phase I report, detailing the results of Task 1 through Task 4 provided to airport staff, ADO, OAC, and PAC members. Three (3) Public Workshop Poster Boards describing the work completed to date will be prepared by the consultant for the meeting tasks described above.

Task 5 – Airport Layout Plan

The main objective of this effort will be to fulfill the data-collection requirements for updating a paper ALP, adhering to AC-150/5070-6B *Airport Master Plans*, AC-150/5300-13A *Change 1 Airport Design* and the FAA SOP 2.0 for Airport Layout Plan Checklist. The Consultant will update the ALP drawing set in both an AutoCAD digital format and a hardcopy format. The AutoCAD files will be formatted in accordance with Agents layer structure. Existing aerial imagery (Google Earth Pro) will be utilized for base mapping purposes. After determining the preferred development plan, the Consultant will:

Produce the following Airport Layout Plan Sheets:

- **Cover Sheet** – The cover sheet will graphically depict location and vicinity maps, title and revision blocks, airport sponsor and state aeronautics approval blocks, index of sheets, and date of ALP,
- **Airport Layout Drawing (ALD)** - The ALD will be prepared to reflect existing and future physical features and development, wind data, location of airfield facilities (runway, taxiways, NAVAIDs) and terminal / building area development. In addition, critical areas for all NAVAIDs will be shown, as well as a table describing non-standard conditions and modifications to standards and the disposition of each condition or modification
- **Airport Airspace Drawing** - This drawing will depict obstacle identification surfaces for the ultimate airport development configuration. It will also depict airspace obstructions for the portions of the surfaces excluded from the Inner Portions of the Approach Surface Drawing. Data used for this drawing will include aerial photogrammetry.

Per criteria outlined in 14 CFR Part 77, a topographic drawing will be prepared depicting a plan view of the ultimate airport Part 77 surfaces and a small-scale profile view of the Part 77 approach surfaces. Natural and manmade obstructions to the airspace surrounding the Airport will be identified. The data obtained in Task 2 will be used as a basis for developing the drawing. Airspace case studies for proposed structures in the vicinity of the airport will be reviewed for potential new objects and/or obstructions within Part 77 Airspace.

- **Inner Portion of the Approach Surface Drawing** - Drawings containing the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. Using aerial photogrammetry, this drawing will depict the obstacle identification approach surfaces contained in 14 CFR Part 77. A large-scale plan and profile

drawing will be prepared of the existing and ultimate inner portion of the 14 CFR Part 77 approach surfaces for each runway end. The data obtained in Task 2 will be used as the basis for developing the drawing. The drawing will include aerial photography as the base drawing and will depict the Runway Protection Zones and location, elevation, penetration, and disposition of obstructions exceeding Part 77 criteria.

- **Runway Departure Surface Drawing** - A large-scale plan and profile drawing will be prepared of the existing and planned instrument runways. The drawing will include aerial photography as the base drawing and will depict the runway end location, 40:1 Runway Departure Surfaces and location, elevation, penetration, and disposition of obstructions exceeding departure surface criteria.
- **Terminal Area Plan** - Specific terminal / building area plans will be developed to reflect the recommended development of future aviation needs, as identified in this study. Existing and future building heights will be provided in a table. Ground access, passenger parking areas and rental car facilities for the airport will also be included in this drawing.
- **Airport Land Use Drawing** - A land use plan for the area within the existing and future airport property boundary will be prepared depicting the Airport Influence Area, county zoning controls, and recommended areas for aeronautical use, general aviation development, revenue generation, airport support services, and other uses appropriate to the airport.
- **Exhibit 'A' Airport Property Map** - The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. In accordance with FAA Standard Operating Procedure (SOP) for *FAA Review of Exhibit 'A' Airport Property Inventory Maps* (SOP 3.00), the drawing will inventory all of the parcels which currently make up the airport or are proposed for acquisition by the airport and will include a data table that meets SOP 3.00.

This drawing will be prepared utilizing the most recent approved Exhibit "A" in accordance with FAA requirements and guidelines, using existing documents, maps, and land use plans furnished or readily accessible through the County Assessor or Recorder Office. No additional research will be performed to confirm the status of airport property, such as a title search, or ownership issues. Should additional research be required for remedy, a separate task order and cost estimate will be discussed with the Airport Sponsor

Deliverable: Submission of one hard-copy plot of the Airport Layout Plan drawings at a scale of between 200 and 600 feet to the inch, in 22" by 34" format to FAA for review using FAA SOP 2.0 ALP checklist. Following the review and comment, changes will be made and a final plan set submitted to FAA for final approval. For Airspace review: Once FAA airspace review is complete, the consultant will make changes identified by FAA before a final ALP plan set is transmitted for signatures. Upon final signatures, the consultant will provide up to five hard copies of the final plan set to the Sponsor. Three (3) hard copies of the final plan sheets will be provided to the Sponsor as well as electronic files upon FAA approval.

Task 6 –Recommended Development Plan Implementation (CIP Development)

The Consultant will:

1. Develop a schedule and cost estimates (including funding sources) for executing the preferred (or recommended) development plan for the ALP Update with Narrative including design, construction, and land acquisition (if needed) to a planning level of detail. The preferred airport development concept will be refined based on comments received concerning the evaluation of alternatives. A detailed phasing plan and costs for the capital improvement program will be developed for all airport property.
2. Review existing airport leases and existing rates and charges to provide recommendations for revenue enhancement and FAA grant assurance compliance.
3. Conduct a project meeting (PAC Meeting #4) with the Sponsor, OAC, and PAC Members to discuss Airport Plans and Capital Improvement Plan (CIP). A public meeting (Public Workshop #2) will be held the same day to initiate the public involvement process. A public press release will be provided by the Consultant for use by the City/Sponsor to advertise the meeting in local newspaper, City Hall, and other areas deemed necessary by the Sponsor.

Deliverable: Electronic copy of the Phase II report, detailing the results of Task 5 and Task 6 provided to airport staff, ADO, OAC, and PAC members. Up to three (3) Public Workshop Poster Boards describing the work completed to date will be prepared by the consultant for the meeting tasks described above.

Task 7 – Public Outreach Plan (Meetings and Coordination)

The Consultant will:

1. **Conduct PAC Meeting #1 (Kick-Off Meeting)** – Organize a kick-off meeting with the Sponsor, OAC, and PAC to present and outline the goals of the planning process, discuss schedule, technical approach, and conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis
2. **Conduct PAC Meeting #2 / Public Information Meeting #1** – Present findings of Task 1 (Inventory), Task 2 (Forecasts), Task 3 (Facility Requirements).
3. **Conduct PAC Meeting #3** – Present Findings of Task 4 (Alternatives)
4. **Conduct PAC Meeting #4 / Public Information Meeting #2** – Present findings of Task 5 (Airport Plans), Task 6 (Implementation/CIP Development)

Local and state representatives will be consulted for input and invited to attend meetings associated with the project. Requests for input to the study process by the airport sponsor, local planning agencies, economic development office, public and community leaders, and state officials will assure the study and associated efforts are consistent with local and regional plans. Planning Advisory Committee Meetings were described in the previous sections and are not included within this Element.

5. **Public Coordination**

Public Information Meetings / Workshops. Two (2) public meetings or workshops will be held to introduce the project, review development alternatives, discuss potential recommendations, and solicit input. It is anticipated these meetings will be held near the middle and final stages of the project, in conjunction with PAC meetings.

City/ Briefings. The Project Team will prepare and present one (1) project briefing for the City. The timing of this briefing will coincide with the timing of the PAC meetings in order to maximize efficiency.

Note that the Project Team will prepare the necessary graphics and handouts and have appropriate personnel available for all meetings and briefings. The Project Team is responsible for setting up the meetings and coordinating with the appropriate agencies involved. The Sponsor will be responsible for all advertising and notices relating to the meetings, as well as providing a location for the meetings.

Task 8 – Documentation

The Consultant shall:

1. Prepare a draft final report encompassing Tasks 1 through 7 for final Sponsor and Agent review. Electronic copies will be submitted to the sponsor and the Agent. At the request of the sponsor, attend present the results of the Airport Layout Plan Update for the approval by the City Council. Provide Sponsor and Agent an electronic copy of any presentation made before this body. Additionally, deliverables resulting from the planning exercise will be made available to the public per FAA Order 5100.38D, *AIP Handbook*.
2. Incorporate final comments and produce four (4) hard paper copies of the final report – three for Sponsor and one for the Agent. Ten compact disc (CD) copies of the Final Airport Layout Plan Update will be provided to the Sponsor and electronic copy to the Agent. CDs will include Adobe Acrobat formatted versions (PDF) of the plan as well as in the original development programs (ie. Word, Excel, AutoCAD, etc).
3. Upon authorization from the Agent:

- One copy of the final version of each ALP sheet on plain paper signed by the appropriate representative of the Sponsor (i.e. Mayor, City Manager, County Commissioner)
- One electronic file containing AutoCAD drawing files of the final version of each ALP sheet, with the Agent specified format.
- Two paper copies of the signed approved ALP to be submitted to the Sponsor.

NOTE: After formal approval by the Agent (signed by State or Federal Aviation Division Director), one paper copy of each signed sheet will be returned to the Consultant.

Upon delivery of the drawings and AutoCAD and GIS data files to the Agent, the Agent will enjoy the full rights and use of the drawings and data files. These drawings and AutoCAD files may be used as deemed appropriate by the Agent and by any firm or public entity to which the Agent might release them.

ATTACHMENT 2



Manhour Projections KSA Durant Regional Airport Layout Plan Update with Narrative, Durant, OK

4/8/2021

AIRPORT MASTER PLAN		KSA					KSA Total Hours	KSA Budget
		Principal 280.00	Senior Aviation Planner 220.00	Aviation Planner 180.00	Design Engineer 120.00	Senior CAD Technician 90.00		
Task 1	Study Initiation / Project Management							
	Direct Expenses							\$100.00
	Labor	4	16	30	0	0	50	\$10,040.00
	Subtotal Task 1							\$10,140.00
Task 2	Aviation Demand Forecasts							
	Direct Expenses							\$500.00
	Labor	4	80	36	0	16	136	\$26,640.00
	Subtotal Task 2							\$27,140.00
Task 3	Facility Requirements							
	Direct Expenses							\$300.00
	Labor	4	32	80	0	32	148	\$25,440.00
	Subtotal Task 3							\$25,740.00
Task 4	Alternatives Evaluation							
	Direct Expenses							\$350.00
	Labor	4	40	88	0	60	192	\$31,160.00
	Subtotal Task 4							\$31,510.00
Task 5	Airport Plans							
	Direct Expenses							\$350.00
	Labor	4	24	48	0	220	296	\$34,840.00
	Subtotal Task 5							\$35,190.00
Task 6	Recommended Development / Implementation Plan							
	Direct Expenses							\$100.00
	Labor	4	40	80	32	2	158	\$28,340.00
	Subtotal Task 6							\$28,440.00
Task 7	Public Outreach Plan							
	Direct Expenses							\$4,600.00
	Labor	24	24	24	0	2	74	\$16,500.00
	Subtotal Task 7							\$21,100.00
Task 8	Documentation							
	Direct Expenses							\$2,000.00
	Labor	4	20	32	0	2	58	\$11,460.00
	Subtotal Task 8							\$13,460.00
Subtotal Expenses								\$8,300.00
Subtotal Labor								\$184,420.00
Total		52	276	418	32	334	1112	\$192,720.00
TOTAL								\$192,720.00

Note: Expenses are detailed in Page 2



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: David Houser, Chief
Re: Discussion, Consideration and Possible Action on a Contract Agreement Between the City of Durant and Bryan County for the Housing and Care of Municipal Prisoners (C-2021-65)

The City of Durant does not have a jail facility. It is essential that persons arrested by the Durant Police Department be taken to a secure lockup facility that cares for and houses prisoners while adhering to state mandates and rules. The closest such facility is the Bryan County Jail.

This contract is virtually identical to last year's contract and assures that the Bryan County Jail will accept City of Durant municipal prisoners for a fee of \$40 per calendar day. Further contract negotiations are ongoing and this contract may be modified at a future date. Approval today will ensure the acceptance of prisoners.

Council Information / Action Requested

Staff Recommends Approval

City Staff Information / Action Follow-up, if Council authorizes this action:

Mayor/Sign Agreement
Police/Deliver Agreement
Poice/Audit and Verify Monthly Charges
AP/Process Payment

ATTACHMENTS:

1. MOA-DURANT (1)

MEMORANDUM OF AGREEMENT

Now on this ____ day of _____, 2021 the parties identified herein hereby agree to terms and provisions of the Memorandum of Agreement (hereinafter "AGREEMENT") and acknowledge their commitment to said Agreement by execution of this document by their duly authorized representatives, to wit:

- (1) **Parties.** City of DURANT (hereinafter "CITY OF DURANT") and Bryan County, Oklahoma by and through the Board of County Commissioners (hereinafter "COUNTY") are the primary parties to this Agreement.
- (2) **Purpose.** The purpose of the Agreement is to memorialize the terms of COUNTY providing jail facilities and services to CITY OF DURANT for the incarceration of inmates.
- (3) **Consideration.**
 - (a) COUNTY, as a jail services provider, agrees to provide the use of its jail and personnel for housing municipal inmates from the City of CITY OF DURANT, subject to the terms and conditions of use set forth herein.
 - (b) CITY OF DURANT agrees to tender the sum of Forty Dollars (\$40.00) a day per calendar day per inmate to COUNTY for the use of the jail and for supervision of inmates.
- (4) **Term.** The term of this Agreement shall not exceed one (1) year from the date of execution and shall be renewable at the option of the parties on an annual basis. The agreement shall be on fiscal calendar year July 1, to June 30. Either party may terminate this agreement with a 30 day written notice.
- (5) **Conditions.**
 - (a) CITY OF DURANT will provide transportation to and from the jail facility or to court proceedings. COUNTY will only provide transport to and from medical facilities or other necessary destinations as required in an emergency for the health, safety and welfare of the inmate. In the event, CITY OF DURANT requests transportation of an inmate for all reasonable and necessary costs of transportation at the standard government rate.
 - (b) COUNTY shall be responsible for the health and welfare of the inmate upon assuming custody. COUNTY shall notify CITY OF DURANT of the requests for medical treatment by the inmate and allow CITY OF DURANT the opportunity to acquire medical services at reasonable expense in a non-emergency situation. COUNTY reserves the right to obtain medical

services for the inmate at a health care facility or provider in emergency situations without prior notice to CITY OF DURANT. CITY OF DURANT shall reimburse the COUNTY for costs of any required medical treatment within ninety (90) days of providing sufficient documentation.

- (c) COUNTY shall provide any and all jail records and medical information to CITY OF DURANT upon release of a municipal inmate or at CITY OF DURANT request.
CITY OF DURANT agrees to comply with all federal and state laws, rules and Regulations concerning the release of said records and other confidential information proved by COUNTY.
 - (d) COUNTY agrees to comply with any and all federal and state laws, rules and regulations concerning the operation of a jail facility. COUNTY agrees to provide an adequate amount of insurance to cover the inmate in the event of injury on the premises. COUNTY agrees to indemnify CITY OF DURANT in the event of any claim or suit arising from the operation of the jail or providing custodial services to CITY OF DURANT inmates.
 - (e) COUNTY shall be responsible for invoicing CITY OF DURANT on a monthly basis for all services rendered and costs incurred. CITY OF DURANT agrees to pay said invoices within ninety (90) days.
 - (f) Upon transports of an inmate to COUNTY's facility, the transporting officer shall provide the jail official of the correct bond amount for said inmate. COUNTY shall be responsible for receiving any bond money for each prisoner and shall be required to immediately notify CITY OF DURANT authorities upon receipt of a sufficient amount of bail for the release of an inmate, or an order releasing the inmate on his/her own recognizance. All bond money or sureties shall be transferred to CITY OF DURANT with a ten (10) days of receipt.
 - (g) All inmate property held in trust by COUNTY shall be returned to the inmate upon release, less and except any contraband or evidentiary material.
- (6) **Release and Indemnification.** In the event any claim or suit is made against CITY OF DURANT arising from COUNTY's care custody or control of municipal inmate, COUNTY agrees to hold CITY OF DURANT harmless and to further indemnify CITY OF DURANT for all judgments or claims not occurring as the result of CITY OF DURANT negligence or fault.
- (7) **Justification and Venue.** All parties agree that the terms of this agreement shall be interpreted according to the laws of the State of Oklahoma. In the event of a dispute or the

institution of legal proceedings, the State of Oklahoma shall be designated as the appropriate forum to litigate all issues arising from this Agreement. However, all parties agree to settle any dispute through a process of mediation before litigation is initiated.

- (8) **Binding Effect.** The provisions of the Agreement shall be binding on any successor entity of the public body, including any public trust or authority of the parties during the term of this Agreement.
- (9) **Date of Execution.** For purposes of this Agreement, the date of execution shall be the _____ day of _____, 2021.
- (10) **Modification.** Nothing shall prohibit the parties from modifying the terms and provisions of this Agreement. No modifications shall be given effect unless expressly agreed to in writing by all parties.

SO AGREED BY THE PARTIES

CITY OF DURANT

BY: _____

Ratified by the CITY OF DURANT on the _____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF BRYAN, OKLAHOMA**

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Ratified by COUNTY OF BRYAN on the _____ day of _____, 2021.



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Entering into Executive Session to Discuss the Purchase or Appraisal of Real Property.
This Executive Session is Authorized by Title 25, Section 307 (B)(3) of the Oklahoma State Statutes.

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Action Pursuant to Item 6 a

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Entering Into Executive Session to Confer on Matters Pertaining to Economic Development, Including the Transfer of Property, Financing, or the Creation of a Proposal to Entice a Business to Remain or to Locate Within Their Jurisdiction if Public Disclosure of the Matter Discussed Would Interfere with the Development of Products or Services or if Public Disclosure Would Violate the Confidentiality of the Business. This Executive Session Authorized by Title 25, Section 307 (C)(11) of the Oklahoma State Statutes.

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Action Pursuant to Item 6(c)

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Kari Jones, Supervisor
Re: Consider Entering into Executive Session to Discuss Protected Information as it Pertains to Levi Williamson's OKMRF Application for Death Benefit. This Executive Session Authorized by Title 25, Section 307 B(7) of the Oklahoma State Statutes.

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/14/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Action Pursuant to Item 6(e)

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS: