

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 INDUSTRIAL AUTHORITY

4:00 PM

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

August 2, 2022

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

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 July 5, 2022 Meeting Minutes

2. Consider Items Removed from Consent

3. Information Items

- a. Executive Director's Report
- b. Financial Report

4. Administration

- a. Discuss, Consider and Possible Action on Loan Forgiveness in the amount of \$233,333.33 for Bruce Packing Company
- b. Discuss, Consider and Possible Action on Entering into a Contract for Services to Assist with the 404 Permit Process for a 20-acre site owned by the Durant Industrial Authority.
- c. Discuss, Consider and Possible Action on Approval of Expenditure of Economic Development Sales Tax Funds to Pay a Consultant to Assist with the 404 Permit Process for a DIA- owned Site Located at Country Club and South McLean

- d. Discuss, Consider and Possible Action on Small Business Technology Grant Applications in the amount of \$2,000 each.
- e. Discuss, Consider and Possible Action on Property Cleanup at 64 Waldron Drive (DIA-owned)

5. Executive Session

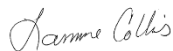
- a. Consider Entering into Executive Session to confer on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would 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.
- b. Consider Action Pursuant to Item 5a.

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 17th day of November, 2021 and that an agenda of said meeting was posted at the place of such meeting at 1:00 p.m. on the 28th day of July, 2022.



Tamme Collins, City of Durant



The City of Durant

Memorandum

Date: 8/2/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Approval of July 5, 2022 Meeting Minutes

Council Information / Action Requested

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

ATTACHMENTS:

1. DIA 07.05.2022 Minutes (2)

MINUTES OF THE MEETING OF DURANT INDUSTRIAL AUTHORITY
July 5, 2022 AT 4:00 PM, Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma

CALL TO ORDER

Trustee Jeff Shattuck called the meeting to order at 4:06 pm.

INVOCATION/FLAG SALUTE

Trustee Booth provided the invocation.

ROLL CALL

Present:

Trustee Edwin Boothe

Trustee Steve Brittingham

*Vice Chairman Brett Rogers

Trustee Mike Davis

Trustee Grace Rudolf

Trustee Jeff Shattuck

Advisory Member Tammye Gwin

Advisory Member Thomas Newsom

*Vice Chairman Brett Rogers arrived at 4:10 pm

Absent:

Chairman Jeff Hammock

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 June 7, 2022 Meeting Minutes

Motion was made by Board Member Trustee Mike Davis and seconded by Board Member Trustee Edwin Boothe to approve the minutes as presented.

Motion Passed with the following vote:

Ayes: Boothe, Brittingham, Davis, Rudolf, Shattuck, Rogers
Nays: None
Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. Executive Director Report
- b. Financial Report

4. Administration

- a. Discuss, Consider and Possible Action on Entering into a Contract for Services to Assist with the 404 Permit Process for a 20-acre site owned by the Durant Industrial Authority.

No Action

- b. Discuss, Consider and Possible Action on Approval of Expenditure of Economic Development Sales Tax Funds to Pay a Consultant to Assist with the 404 Permit Process for a DIA- owned Site Located at Country Club and South McLean

No Action

- c. Discuss, Consider and Possible Action on Participation in Builders & Backers Program with Heartland Forward

Motion was made by Vice Chairman Brett Rogers and seconded by Trustee Edwin Boothe to approve up to \$10,000 for line item c.

Motion Passed with the following vote:

Ayes: Boothe, Brittingham, Davis, Rudolf, Shattuck, Rogers
Nays: None
Abstain: None

- d. Discuss, Consider and Possible Action on Small Business Technology Grant Applications in the amount of \$2,000 each.

Motion was made by Trustee Mike Davis and seconded by Vice Chairman Brett Rogers

to approve all 4 applicants.

Motion Passed with the following vote:

Ayes: Boothe, Brittingham, Davis, Rudolf, Shattuck, Rogers,

Nays: None

Abstain: None

- e. Discuss, Consider and Possible Action on Support for a Roosevelt Bridge Construction Project

Motion was made by Trustee Edwin Boothe and seconded by Vice Chairman Brett Rogers to approve the Support for Roosevelt Bridge Construction Project and have Chairman of DIA send a letter of support.

Motion Passed with the following vote:

Ayes: Boothe, Brittingham, Davis, Rudolf, Shattuck, Rogers

Nays: None

Abstain: None

5. Executive Session

- a. 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.

Motion was made by Trustee Mike Davis and seconded by Trustee Steve Brittingham to enter into Executive Session.

Motion Passed with the following vote:

Ayes: Boothe, Brittingham, Davis, Rudolf, Shattuck, Rogers

Nays: None

Abstain: None

Motion was made by Trustee Edwin Boothe and seconded by Trustee Steve Brittingham to return from Executive Session.

Motion Passed with the following vote:

Ayes: Boothe, Brittingham, Davis, Rudolf, Shattuck, Rogers
Nays: None
Abstain: None

b. Consider Action Pursuant to Item 5 a
No Action.

6. New Business

No New Business

ADJOURNMENT

Motion was made by Trustee Mike Davis and seconded by Trustee Edwin Boothe to Adjourn.

Motion Passed with the following vote:

Ayes: Boothe, Brittingham, Davis, Rudolf, Shattuck, Rogers
Nays: None
Abstain: None



The City of Durant

Memorandum

Date: 8/2/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Executive Director's Report

Council Information / Action Requested

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

ATTACHMENTS:

1. July 2022 Report

Monthly Economic Development Report

July 2022

To: Chairman and Trustees

From: Lisa Taylor, Director

Date: July 27, 2022

DIA Property Updates

- Country Club 20 Acre Parcel - Wall engineering has started assessments of property for the development of an industrial road.
- 20 Acre Parcel at Country Club & South McLean - Blue Line Stream discovered on Property. Wall Engineering has completed a proposed site layout which can be used in the 404 permit process.
- Project Bison/ West Industrial Park - Virtual site visit took place on May 18. We are awaiting a response from Project Bison representatives. Project Bison representatives stated that an additional site in another state is now being considered, but that they are still interested in Durant at this time. The offer has a 90-day time limit which is set to expire on August 16, 2022.
- 1903 West Arkansas - BCW has made substantial improvements to the property, and they are very pleased with the site. First lease payment will be due on August 13, 2022.

Recruitment Activities

- Currently working with seven prospects for industrial / airport development: Aussie, Big State, Bison, Brand, Discovery, Lift and Stone.
- Participated in the EAA Airventure Event in Oshkosh with the Oklahoma delegation.
- Met with representatives of Retail Strategies. We currently have several national retail/ restaurant brands interested in Durant.

Retention Activities

- In collaboration with Durant Main Street, OKSBDC, and the Chamber of Commerce, additional Business Retention & Expansion interviews were conducted.
- Durant Small Business Bootcamp is ongoing. Graduation is expected to take place at the end of August 2022.
- Durant Area Small Business Resource Guide - Team Durant is working through revisions/ edits. Once the guide is complete, we will work with a local company to have it printed.
- By request, the Economic Development Council Meetings will start again. First meeting will be held on August 17, 2022 at 4 p.m.



The City of Durant

Memorandum

Date: 8/2/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Financial Report

Council Information / Action Requested

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

ATTACHMENTS:

1. June 2022 DIA & ED Financial Reports

Durant Industrial Authority

Cash Balance:	6/30/2022	6/30/2022
Fund 110	\$2,698,380.57	
Fund 020	\$2,268,502.85	

FUND 110		
Income Statement	6/30/2022	21/22 Budget
BEGINNING BAL.		\$2,188,662.00
Total Revenue	\$1,254,232.86	\$1,075,980.00
Total Expenses	\$1,109,449.96	\$1,109,450.00
FUTURE PROJECTS		\$2,155,192.00
Change in Net Position	\$144,782.90	

FUND 020		
Income Statement	6/30/2022	21/22 Budget
BAL FORWARD		\$1,200,573.00
Total Revenue	\$2,403,817.86	\$1,534,555.00
Total Expenses	\$1,718,978.00	\$2,443,998.00
Contingency Reserve		\$291,130.00
Change in Net Position	\$684,839.86	

DURANT INDUSTRIAL AUTHORITY - FUND 020
CLAIM ON POOLED CASH STATEMENT

May 31, 2022

RECEIVE:	CURRENT MONTH	TOTAL
PRIOR MONTH BALANCE		\$1,662,864.93
DIA ED Loan Repayment-Eagle Suspension	\$1,666.48	\$1,666.48
DIA ED Loan Repayment-Earth Biofuel	\$1,312.50	\$1,312.50
DIA ED Loan Repayment-	\$1,666.67	\$1,666.67
DIA ED Loan Repayment- Abbott		\$0.00
Sale of Property		\$0.00
Misc. Revenue		\$0.00
TIF#3 19 TUBACEX TAX REVENUE	\$0.00	\$0.00
Transfer from ED for Land & Project		\$0.00
Transfer from ED for Debt Service Payment	\$9,120.83	\$9,120.83
TOTAL RECEIVE	\$13,766.48	\$1,676,631.41

PAYMENT:	CURRENT MONTH	TOTAL
A/P REIMBUSE	\$871.85	\$871.85
Reverse Earth Biofuel	\$1,312.50	\$1,312.50
IT Service Fees	\$435.98	\$435.98
Transfer to DIA checking account		\$0.00
Transfer to DIA checking account	\$8,535.14	\$8,535.14
		\$0.00
TOTAL EXPENSES	\$11,155.47	\$11,155.47

ACCOUN BALANCE	\$2,611.01	\$1,665,475.94
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TRANSFER FROM CLAIM ON POOLED TO DIA CHECKING ACCOUNT	TRSF DATE
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7/01/2021-7/31/2021 Claim on Pooled	\$11,968.27	8/25/2021 #4375152
8/05/2021 Claim on Pooled	\$286,301.62	8/5/2021 #4279123 property
8/01/2021-8/31/2021 Claim on Pooled	(\$146.81)	9/21/2021-wrong trsfr #4511262
8/01/2021-8/31/2021 Claim on Pooled-correct	\$11,968.27	10/6/2021 #4591064
9/01/2021-9/30/2021 Claim on Pooled	\$10,666.04	10/22/2021 #4671301
10/01/2021-10/31/2021 Claim on Pooled	\$8,836.95	11/24/2021 #4838654
11/01/2021-11/30/2021 Claim on Pooled	\$11,435.19	12/28/2021 #5010203
12/01/2021-12/31/2021 Claim on Pooled	\$9,286.44	1/24/2022 #5146197
1/01/2022-1/31/2022 Claim on Pooled	\$13,537.88	2/22/2022 #5294865
2/01/2022-2/28/2022 Claim on Pooled	\$10,307.91	3/24/2022 #5465298
3/01/2022-3/31/2022 Claim on Pooled	\$9,598.59	4/25/2022 #5657594
4/01/2022-4/30/2022 Claim on Pooled	\$10,537.42	5/19/2022 #5785287
5/01/2022-5/31/2022 Claim on Pooled	\$8,535.14	6/27/2022 #6011690
6/01/2022-6/30/2022 Claim on Pooled	\$11,146.15	7/20/2022 #6141011
YTD Transfer	\$413,979.06	

DURANT INDUSTRIAL AUTHORITY - FUND 020

INCOME & EXPENSE STATEMENT

100% of Fiscal Year

June 30, 2022

	Current Month		Fiscal Year To Date			
	% of		YTD		2021-2022	
	June-22	Total Revenue	Amount	Total Revenue	Budget	Budget
REVENUES:						
BEGINNING BALANCE					1,200,573	40.08%
Interest		0.00%	399	0.02%	1,000	0.03%
DIA Property Lease Revenue	0.00	0.00%	4,091	0.17%	2,000	0.07%
Proceeds From Sale Of Property	0.00	0.00%	861,776	35.85%	-	0.00%
Private Donation		0.00%	6,000	0.25%	-	0.00%
Misc. Revenue	0.00	0.00%	0	0.00%	-	0.00%
Transfer from Economic Development-DEBT PYMNT	9,120.83	73.24%	859,450	35.75%	859,450	28.69%
Transfer from Economic Development- REIMB		0.00%	250,000	10.40%	510,000	17.03%
CDBG Loan Pmt. Reimb - CG	1,666.67	13.38%	20,000	0.83%	20,000	0.67%
CDBG Loan Pmt. Reimb - CG	0.00	0.00%			-	0.00%
CDBG Loan Pmt. Reimb - ES	1,666.48	13.38%	19,998	0.83%	20,000	0.67%
TIF#3-19 TUBACEX TAX REFUND REV		0.00%	378,284	15.74%	378,284	12.63%
TIF#3-DIA 1% TAX REFND REV.	0.00	0.00%	3,821	0.16%	3,821	0.13%
PROJECT ENERGY						0.00%
TOTAL REVENUES	12,453.98	0.42%	2,403,818	80.26%	2,995,128	100.00%

	Current Month		Fiscal Year To Date			
	% of		YTD		2021-2022	
	June-22	Total Revenue	Amount	Total Revenue	Budget	Budget
EXPENSES:						
Economic Development:						
Legal Fees		0.00%		0.00%	-	0.00%
Audit Fees (Prorated)	221.85	10.93%	6,653	7.54%	7,260	5.59%
Utilities	162.61	8.01%	163	0.18%	1,000	0.77%
Phone & Communications		0.00%	-	0.00%	-	0.00%
Postage & Telecommunications		0.00%	38	0.04%	100	0.08%
Consulting Fees		0.00%	24,000	27.22%	50,000	38.51%
Publications & Advertising	1,210.00	59.59%	34,527	39.16%	39,417	30.36%
Contract Labor		0.00%	1,450	1.64%	2,000	1.54%
Comp. Software & Accessories	0.00	0.00%	-	0.00%	2,800	2.16%
Photo Copies		0.00%	-	0.00%	400	0.31%
Office Supplies		0.00%	719	0.82%	1,200	0.92%
Meeting Expenses		0.00%	946	1.07%	1,000	0.77%
Membership/Licenses/Certifications		0.00%	8,814	10.00%	9,438	7.27%
Janitorial Services		0.00%	-	0.00%	-	0.00%
Misc. Expenditures		0.00%	25	0.03%		0.00%
Training & Travel		0.00%	5,610	6.36%	10,000	7.70%
I. T. Service Fees	435.98	21.47%	5,232	5.93%	5,232	4.03%
Transfer to Capital Impr. Fund		0.00%		0.00%		0.00%
Total Economic Development Expenses	2,030.44	100.00%	88,177	100.00%	129,847	100.00%

Industrial Projects:						
CMP CDBG \$300K Loan Pmt.	1,250.00	9.51%	15,000	1.17%	15,000	0.82%
Big Lots CDBG \$500K Loan Pmt.	2,083.34	15.84%	25,000	1.95%	25,000	1.37%
CFG CDBG \$400K Loan Pmt.	1,666.67	12.68%	20,000	1.56%	20,000	1.10%
EB - CDBG \$400K Loan Pmt.	1,666.67	12.68%	13,438	1.05%	11,667	0.64%
ES - CDBG Loan Pmt.	1,666.48	12.67%	19,998	1.56%	20,000	1.10%
CG Land Acquisition Costs	4,815.21	36.62%	57,783	4.52%	57,783	3.17%
E.D. PROMOTION ACTIVITIES						0.00%
TIF#3 19 Tubacex Reimb Payment		0.00%	378,283.95	29.56%	378,284	20.76%
Small Business Technology		0.00%			60,000	3.29%
Small Business Grant					200,000	10.98%
SG ECHO,LLC LOAN		0.00%	750,000.00	58.62%	750,000	41.16%
CONTINGENCY RESERVE		0.00%		0.00%	284,447	15.61%
Total Industrial Projects Expenses	13,148.37	100.00%	1,279,502	100.00%	1,822,181	100.00%

Capital Expenditures:						
DIA Land Purchas	13,521.20	0.00%	351,299	100.00%	1,043,100	100.00%
Total Industrial Expenditures	13,521.20	0.00%	351,299	100.00%	1,043,100	100.00%
TOTAL EXPENSES	28,700.01	0.96%	1,718,978	57.39%	2,995,128	

CHANGE IN NET POSITION	(16,246.03)	684,840	0
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Funding for loan provided by Economic Development 1/4% Sales Tax transferred in from Fund 110.

ECONOMIC DEVELOPMENT FUND 110

BALANCE SHEET (unaudited)

as of 05/31/2022

ASSETS	Amount	% of Total Assets
Claim on Pooled Cash	2,698,380.57	47.40%
Sales Tax Receivable (.25%)	140,521.66	2.47%
Due From DIA	2,850,000.00	
Accounts Receivable	4,333.62	
Total Current Assets	5,693,235.85	100.00%
Capital Assets	-	-
Construction in progress	-	-
Gross Fixed Assets	-	-
Less Accumulated Depreciation	-	-
Net Fixed Assets	-	-
Due from other Governments	-	-
Total Other Assets	-	-
TOTAL ASSETS	5,693,235.85	100.00%
LIABILITIES	Amount	% of Total Assets
Accounts payable-pending	-	-
Other Current Liabilities	-	-
Total Current Liabilities	-	-
Capital lease obligations	-	-
Notes payable	-	-
Total Long Term Debt	-	-
Total Liabilities	-	-
Fund Balance	5,548,452.95	97.46%
Invested in Capital Assets	-	-
Surplus (Deficit)	144,782.90	2.54%
Total Fund Balance	5,693,235.85	100.00%
		0.00%
TOTAL LIABILITIES & FUND BALANCE	5,693,235.85	100.00%

Sales Tax Receivable is the audited 6/30/20 balance - sales tax was received in July 20 & Aug 20

AL 7/20/2022

ECONOMIC DEVELOPMENT FUND 110
INCOME & EXPENSE STATEMENT
100% of Fiscal Year

REVENUE:	CURRENT MONTH	Fiscal Year To Date	
	June 2022	YTD	% of
ACCOUNT GROUPS	Amount	Amount	Budget
Beginning Balance			0.00%
Interest Earnings	802.94	7,156.75	5,000
Miscellaneous Revenue			0.00%
1/4% Sales Tax Revenue			0.00%
Loan Repymnt Interest Earned	100,873.80	1,195,076.15	1,018,980
E.D. LoanRepaymnt (Texoma MFG)			0.00%
E.D. Loan Repayment (Eagle Suspensions)			0.00%
E.D. LoanRepaymnt (Pharmcare)	4,333.33	51,999.96	52,000
TRANSFER IN	-	-	0.00%
TOTAL REVENUE	106,010.07	1,254,232.86	38.42%

EXPENSES:	CURRENT MONTH	Fiscal Year To Date	
	June 2022	YTD	% of
ACCOUNT GROUPS	Amount	Amount	Budget
TRSF TO DIA-DEBT PMNTS	9,120.83	859,449.96	859,450
TRSF TO DIA (REIMB FOR EXPENSES)	-	250,000.00	250,000
			0.00%
			0.00%
TOTAL EXPENSES	9,120.83	1,109,449.96	1,109,450
			100.00%
FUTURE PROJECTS			
NET CHANGE IN FUND BALANCE	96,889.24	144,782.90	2,155,192
			0.00%
			0.00%

AL7/20/22



PO Box 130
Durant OK 74702
RETURN SERVICE REQUESTED

www.firstunitedbank.com
First United - 20
1400 W Main, PO Box 130
Durant OK 74702-0130

Customer Service (800) 924-4427

Account XXXXXXXXXX

Page 1 of 4

*0005448 S3
CITY OF DURANT
DURANT INDUSTRIAL AUTHORITY DIA
PO BOX 578
DURANT OK 74702-0578



Customer Update: Increases to your mobile deposit limits.

Mobile Deposit Frequency Limits:	Daily 20 items; Monthly 60 items
Construction Checking:	\$3,000.00/day; \$6,000.00/month
Basic Checking:	\$3,000.00/day; \$6,000.00/month
Secure Checking:	\$4,000.00/day; \$8,000.00/month
Interest Bearing Checking: (Prestige, Chairman, Money Market)	\$10,000.00/day; \$20,000.00/month
Health Savings Account:	\$3,000.00/day; \$6,000.00/month
Savings Account:	\$3,000.00/day; \$6,000.00/month
Business Accounts:	\$25,000.00/day; \$50,000.00/month

CHECKING ACCOUNTS

Advantage Business Free PF

Account Number	XXXXXXXXXX	Number of Enclosures	9
Previous Balance	\$615,512.75	Statement Dates	6/01/22 thru 6/30/22
1 Deposits/Credits	\$8,535.14	Days in Statement Period	30
9 Checks/Debits	\$20,708.37	Average Ledger	\$605,390.30
Service Charge	\$0.00	Average Collected	\$605,390.30
Interest Paid	\$0.00		
Current Balance	\$603,339.52		

Credit Transactions

Date	Description	Amount
6/28	Transfer from XXXXXXXXXX May 2022 Pooled cash to DIA Check	\$8,535.14

Checks

Date	Check Number	Amount	Date	Check Number	Amount
6/01	1006	\$7,000.00	6/27	1015	\$1,666.67
6/13	1012*	\$2,407.60	6/27	1016	\$1,666.48
6/14	1013	\$2,407.61	6/27	1017	\$2,083.34
6/27	1014	\$1,250.00	6/27	1019*	\$1,666.67

CITY OF DURANT - DURANT INDUSTRIAL AUTH
300 WEST EVERGREEN
P.O. BOX 578
DURANT, OKLAHOMA 74702-0578

First United
1400 W Main
Durant, OK 74701

CHECK # 1006

DATE 06/06/2022

AMOUNT \$7,000.00

VOID AFTER 90 DAYS

PAY ---Seven Thousand Dollars and 00/100 Cents---

TO THE ORDER OF NEW GROWTH GROUP LLC
1427 E 36TH ST STE 2004A
CLEVELAND, OH 44114

Signature: [Signature]

Signature: [Signature]

⑆001006⑆ ⑆10310088⑆

Number: 1006 Date: 6/1/2022 Amount: \$7000.00

CITY OF DURANT - DURANT INDUSTRIAL AUTH
300 WEST EVERGREEN
P.O. BOX 578
DURANT, OKLAHOMA 74702-0578

First United
1400 W Main
Durant, OK 74701

CHECK # 1012

DATE 06/10/2022

AMOUNT \$2,407.60

VOID AFTER 90 DAYS

PAY ---Two Thousand Four Hundred Seven Dollars and 60/100 Cents---

TO THE ORDER OF CHERYL JACKSON
2219 GERSHWIN DR
DURANT, OK 74701

Signature: [Signature]

Signature: [Signature]

⑆001012⑆ ⑆10310088⑆

Number: 1012 Date: 6/13/2022 Amount: \$2407.60

CITY OF DURANT - DURANT INDUSTRIAL AUTH
300 WEST EVERGREEN
P.O. BOX 578
DURANT, OKLAHOMA 74702-0578

First United
1400 W Main
Durant, OK 74701

CHECK # 1013

DATE 06/10/2022

AMOUNT \$2,407.61

VOID AFTER 90 DAYS

PAY ---Two Thousand Four Hundred Seven Dollars and 61/100 Cents---

TO THE ORDER OF JOHN JACKSON
P.O. BOX 1076
DURANT, OK 74702

Signature: [Signature]

Signature: [Signature]

⑆001013⑆ ⑆10310088⑆

Number: 1013 Date: 6/14/2022 Amount: \$2407.61

CITY OF DURANT - DURANT INDUSTRIAL AUTH
300 WEST EVERGREEN
P.O. BOX 578
DURANT, OKLAHOMA 74702-0578

First United
1400 W Main
Durant, OK 74701

CHECK # 1014

DATE 06/10/2022

AMOUNT \$1,250.00

VOID AFTER 90 DAYS

PAY ---One Thousand Two Hundred Fifty Dollars and 00/100 Cents---

TO THE ORDER OF OKLAHOMA DEPARTMENT OF COMMERCE
ATTN: ADMINISTRATIVE SERVICES
900 NORTH STILES
OKLAHOMA CITY, OK 73104-3234

Signature: [Signature]

Signature: [Signature]

⑆001014⑆ ⑆10310088⑆

Number: 1014 Date: 6/27/2022 Amount: \$1250.00

CITY OF DURANT - DURANT INDUSTRIAL AUTH
300 WEST EVERGREEN
P.O. BOX 578
DURANT, OKLAHOMA 74702-0578

First United
1400 W Main
Durant, OK 74701

CHECK # 1015

DATE 06/10/2022

AMOUNT \$1,666.67

VOID AFTER 90 DAYS

PAY ---One Thousand Six Hundred Sixty Six Dollars and 67/100 Cents---

TO THE ORDER OF OKLAHOMA DEPARTMENT OF COMMERCE
ATTN: ADMINISTRATIVE SERVICES
900 NORTH STILES
OKLAHOMA CITY, OK 73104-3234

Signature: [Signature]

Signature: [Signature]

⑆001015⑆ ⑆10310088⑆

Number: 1015 Date: 6/27/2022 Amount: \$1666.67

CITY OF DURANT - DURANT INDUSTRIAL AUTH
300 WEST EVERGREEN
P.O. BOX 578
DURANT, OKLAHOMA 74702-0578

First United
1400 W Main
Durant, OK 74701

CHECK # 1016

DATE 06/10/2022

AMOUNT \$1,666.48

VOID AFTER 90 DAYS

PAY ---One Thousand Six Hundred Sixty Six Dollars and 48/100 Cents---

TO THE ORDER OF OKLAHOMA DEPARTMENT OF COMMERCE
ATTN: ADMINISTRATIVE SERVICES
900 NORTH STILES
OKLAHOMA CITY, OK 73104-3234

Signature: [Signature]

Signature: [Signature]

⑆001016⑆ ⑆10310088⑆

Number: 1016 Date: 6/27/2022 Amount: \$1666.48

CITY OF DURANT - DURANT INDUSTRIAL AUTH
300 WEST EVERGREEN
P.O. BOX 578
DURANT, OKLAHOMA 74702-0578

First United
1400 W Main
Durant, OK 74701

CHECK # 1017

DATE 06/10/2022

AMOUNT \$2,083.34

VOID AFTER 90 DAYS

PAY ---Two Thousand Eighty Three Dollars and 34/100 Cents---

TO THE ORDER OF OKLAHOMA DEPARTMENT OF COMMERCE
ATTN: ADMINISTRATIVE SERVICES
900 NORTH STILES
OKLAHOMA CITY, OK 73104-3234

Signature: [Signature]

Signature: [Signature]

⑆001017⑆ ⑆10310088⑆

Number: 1017 Date: 6/27/2022 Amount: \$2083.34

CITY OF DURANT - DURANT INDUSTRIAL AUTH
300 WEST EVERGREEN
P.O. BOX 578
DURANT, OKLAHOMA 74702-0578

First United
1400 W Main
Durant, OK 74701

CHECK # 1019

DATE 06/14/2022

AMOUNT \$1,666.67

VOID AFTER 90 DAYS

PAY ---One Thousand Six Hundred Sixty Six Dollars and 67/100 Cents---

TO THE ORDER OF OKLAHOMA DEPARTMENT OF COMMERCE
ATTN: ADMINISTRATIVE SERVICES
900 NORTH STILES
OKLAHOMA CITY, OK 73104-3234

Signature: [Signature]

Signature: [Signature]

⑆001019⑆ ⑆10310088⑆

Number: 1019 Date: 6/27/2022 Amount: \$1666.67

CITY OF DURANT - DURANT INDUSTRIAL AUTH
300 WEST EVERGREEN
P.O. BOX 578
DURANT, OKLAHOMA 74702-0578

First United
1400 W Main
Durant, OK 74701

CHECK # 1020

DATE 06/17/2022

AMOUNT \$560.00

VOID AFTER 90 DAYS

PAY ---Five Hundred Sixty Dollars and 00/100 Cents---

TO THE ORDER OF MARKETING ALLIANCE
201 W. MARION AVE STE 1206
PUNTA GORDA, FL 33950

Signature: [Signature]

Signature: [Signature]

⑆001020⑆ ⑆10310088⑆

Number: 1020 Date: 6/28/2022 Amount: \$560.00

Funds

Indi



Transaction Processed

Transaction #6141011 was processed on 7/20/2022.

From

POOLED CASH ACCOUNT XXXXXX8415

To

DIA CHECKING ACCOUNT XXXXXX9243

Amount

\$11,146.15

Date

7/20/2022

Memo

062022 TRSF FROM POOLED TO DIA CHECKING COVR CHKS

Manage Transfer

Close

Transfer Date

07/20/2022



Memo (optional)



Durant, OK

Detail Report Account Detail

Date Range: 05/01/2022 - 06/30/2022

Fund: 020 - DURANT INDUSTRIAL AUTH.				Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Post Date	Packet Number	Source Transaction	Description	Vendor					
CLAIM ON POOLED CASH					1,657,513.05	7,962.89	33,238.61	25,275.72	1,665,475.94
05/09/2022	GLPKT00198	25596	DAILY CASH POSTING 5/09/2022				Debits	Credits	Running Balance
05/19/2022	GLPKT00395	25894	APR 2022 DIA CLAIM ON POOLED				1,666.67		1,659,179.72
05/23/2022	APPKT00105	DFT0000032	JP MORGAN CHASE - BANK ONE SEC REI PM	002242 - JP MORGAN CHASE - BANK ONE			17.97		1,648,642.30
		DFT0000032							1,648,660.27
05/23/2022	APPKT00105	DFT0000032	JP MORGAN CHASE - BANK ONE SEC REI PM	002242 - JP MORGAN CHASE - BANK ONE				480.00	1,648,180.27
		DFT0000032							
05/26/2022	GLPKT00342	25761	ACCOUNTS RECEIVABLE					1,354.35	1,646,825.92
05/26/2022	GLPKT00685	26160	ACCOUNTS RECEIVABLE						1,651,159.25
05/30/2022	GLPKT00395	25803	REVERSE MONTHLY BIOFUEL PAYMENT				4,333.33		1,649,846.75
05/31/2022	GLPKT00376	25782	DAILY CASH POSTING 5/31/2022				4,333.33	1,312.50	1,654,180.08
05/31/2022	GLPKT00395	25826	BUDGET TRANSFERS				9,120.83		1,663,300.91
05/31/2022	GLPKT00395	25861	IT DEPT SERVICE FEES					435.98	1,662,864.93
06/10/2022	APPKT00119	189887	CRAWFORD & ASSOCIATES PC SEC REI PMT	000944 - CRAWFORD & ASSOCIATES PC				221.85	1,662,643.08
		189887							
06/13/2022	GLPKT00464	25921	DAILY CASH POSTING 6/13/2022				1,666.67		1,664,309.75
06/22/2022	APPKT00178	DFT0000100	JP MORGAN CHASE - BANK ONE SEC REI PM	002242 - JP MORGAN CHASE - BANK ONE				500.00	1,663,809.75
		DFT0000100							
06/22/2022	APPKT00178	DFT0000100	JP MORGAN CHASE - BANK ONE SEC REI PM	002242 - JP MORGAN CHASE - BANK ONE				150.00	1,663,659.75
		DFT0000100							
06/27/2022	GLPKT00584	26095	ACCOUNTS RECEIVABLE						1,666,638.73
06/28/2022	GLPKT00768	26313	MAY 2022 DIA CLAIM ON POOLED				2,978.98	8,535.14	1,658,103.59
06/30/2022	GLPKT00768	26230	REVERSE MONTHLY BIOFUEL PAYMENT					1,312.50	1,656,791.09
06/30/2022	GLPKT00768	26262	BUDGET TRANSFERS				9,120.83		1,665,911.92
06/30/2022	GLPKT00768	26279	IT DEPT SERVICE FEES					435.98	1,665,475.94
Total Fund: 020 - DURANT INDUSTRIAL AUTH.:					1,657,513.05	7,962.89	33,238.61	25,275.72	1,665,475.94

1,666.67 +
1,666.67 +
9,120.83 +
12,453.98 +
12,453.98 +
871.85 -
435.98 -
11,146.15 +
11,146.15 +

6/22 Trsf to DIA

checking

7641011

Income Statement

For Fiscal: 2021-2022 Period Ending: 06/30/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 020 - DURANT INDUSTRIAL AUTH.						
RevDepartment: 000 - 000						
020-000-301-1000 BEGINNING BALANCE	850,573.00	1,200,573.00	0.00	0.00	0.00	1,200,573.00
020-000-361-1000 INTEREST EARNINGS	1,000.00	1,000.00	0.00	398.59	398.59	601.41
020-000-361-3000 DIA PROPERTY LEASE REVENUE	2,000.00	2,000.00	0.00	4,090.60	4,090.60	-2,090.60
020-000-361-4020 PROCEEDS FROM SALE OF PROPERTY	0.00	0.00	0.00	861,775.91	861,775.91	-861,775.91
020-000-361-6100 E.D. PROMOTION PRIVATE DONATIO	0.00	0.00	0.00	6,000.00	6,000.00	-6,000.00
020-000-364-1101 TRSF FROM ECONOMIC (110) REIMB	250,000.00	510,000.00	0.00	250,000.00	250,000.00	260,000.00
020-000-364-2800 TRANSFER FROM ECONOMIC-DEBT	109,450.00	859,450.00	9,120.83	859,449.96	859,449.96	0.04
020-000-375-0501 CG - CDBG LOAN PMT. REIMB.	20,000.00	20,000.00	1,666.67	20,000.04	20,000.04	-0.04
020-000-375-0505 ES - CDBG LOAN PMT. REIMB.	20,000.00	20,000.00	1,666.48	19,997.76	19,997.76	2.24
020-000-375-0602 TIF#3-19 TUBACEX TAX REFND REV	55,000.00	378,284.00	0.00	378,283.95	378,283.95	0.05
020-000-375-0605 TIF#3-DIA 1% TAX REFND REV	550.00	3,821.00	0.00	3,821.05	3,821.05	-0.05
RevDepartment: 000 - 000 Total:	1,308,573.00	2,995,128.00	12,453.98	2,403,817.86	2,403,817.86	591,310.14
Department: 017 - ECON. DEV. ADMINISTRATION						
ExpCategory: 520 - PROFESSIONAL SERVICES						
020-017-520-2130 PRORATED AUDIT FEES	5,947.00	7,260.00	221.85	6,652.80	6,788.10	471.90
ExpCategory: 520 - PROFESSIONAL SERVICES Total:	5,947.00	7,260.00	221.85	6,652.80	6,788.10	471.90
ExpCategory: 530 - CONTRACTUAL						
020-017-530-3032 POSTAGE	100.00	100.00	0.00	38.30	38.30	61.70
020-017-530-3033 UTILITIES	0.00	1,000.00	162.61	162.61	162.61	837.39
020-017-530-3036 CONSULTING FEES	55,000.00	50,000.00	0.00	24,000.00	49,990.98	9.02
020-017-530-3038 PUBLICATIONS & ADVERTISING	15,000.00	39,417.00	1,210.00	34,527.48	34,527.48	4,889.52
020-017-530-3051 CONTRACT LABOR	2,000.00	2,000.00	0.00	1,450.00	2,450.00	-450.00
ExpCategory: 530 - CONTRACTUAL Total:	72,100.00	92,517.00	1,372.61	60,178.39	87,169.37	5,347.63
ExpCategory: 550 - MATERIALS/SUPPLIES/MAINT/SM TOOLS						
020-017-550-5051 OFFICE SUPPLIES	1,200.00	1,200.00	0.00	719.27	719.27	480.73
020-017-550-5849 COMP. SOFTWARE & ACCESSORIES	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00
020-017-550-5857 MMBRSHIP/LCNSE/CRTFCATION/ECT	3,755.00	9,438.00	0.00	8,813.80	9,013.80	424.20
ExpCategory: 550 - MATERIALS/SUPPLIES/MAINT/SM TOOLS Total:	7,755.00	13,438.00	0.00	9,533.07	9,733.07	3,704.93
ExpCategory: 570 - MISCELLANEOUS						
020-017-570-7010 MEETING EXPENSES	1,000.00	1,000.00	0.00	946.20	996.20	3.80
020-017-570-7015 PHOTOCOPIES	400.00	400.00	0.00	0.00	0.00	400.00
020-017-570-7130 MISC. EXPENDITURES	0.00	0.00	0.00	25.00	25.00	-25.00
020-017-570-7200 TRAINING AND TRAVEL	10,000.00	10,000.00	0.00	5,609.67	6,015.05	3,984.95
020-017-570-7220 I.T. SERVICE FEES	5,232.00	5,232.00	435.98	5,231.76	5,231.76	0.24
ExpCategory: 570 - MISCELLANEOUS Total:	16,632.00	16,632.00	435.98	11,812.63	12,268.01	4,363.99
Department: 017 - ECON. DEV. ADMINISTRATION Total:	102,434.00	129,847.00	2,030.44	88,176.89	115,958.55	13,888.45
Department: 067 - INDUSTRIAL PROJECTS						
ExpCategory: 530 - CONTRACTUAL						
020-067-530-3502 TIF#3 19 TUBACEX REIMB PYMNT	55,000.00	378,284.00	0.00	378,283.95	378,283.95	0.05
ExpCategory: 530 - CONTRACTUAL Total:	55,000.00	378,284.00	0.00	378,283.95	378,283.95	0.05
ExpCategory: 560 - CAPITAL - GENERAL						
020-067-560-6003 DIA LANDS PURCHASE	250,000.00	1,043,100.00	13,521.20	351,299.22	480,358.02	562,741.98
ExpCategory: 560 - CAPITAL - GENERAL Total:	250,000.00	1,043,100.00	13,521.20	351,299.22	480,358.02	562,741.98
ExpCategory: 570 - MISCELLANEOUS						
020-067-570-7009 SMALL BUSINESS TECHNOLOGY	0.00	60,000.00	0.00	0.00	0.00	60,000.00
020-067-570-7011 SMALL BUSINESS GRANT	0.00	200,000.00	0.00	0.00	0.00	200,000.00
020-067-570-7400 CONTINGENCY RESERVE	751,689.00	284,447.00	0.00	0.00	0.00	284,447.00
ExpCategory: 570 - MISCELLANEOUS Total:	751,689.00	544,447.00	0.00	0.00	0.00	544,447.00
ExpCategory: 580 - DEBT SERVICE						
020-067-580-8516 SG ECHO, LLC LOAN	0.00	750,000.00	0.00	750,000.00	750,000.00	0.00
020-067-580-8630 BL - CDBG LOAN PMT. EXP.	25,000.00	25,000.00	2,083.34	25,000.08	25,000.08	-0.08
020-067-580-8631 CG - CDBG LOAN PMT. EXP.	20,000.00	20,000.00	1,666.67	20,000.04	20,000.04	-0.04
020-067-580-8633 CMP - CDBG LOAN PMT. EXP.	15,000.00	15,000.00	1,250.00	15,000.00	15,000.00	0.00
020-067-580-8634 EB - CDBG LOAN PMT. EXP.	11,667.00	11,667.00	1,666.67	13,437.54	13,437.54	-1,770.54

Income Statement

For Fiscal: 2021-2022 Period Ending: 06/30/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
020-067-580-8635	ES - CDBG LOAN PMT. EXP.	20,000.00	20,000.00	1,666.48	19,997.76	19,997.76	2.24
020-067-580-8770	CG LAND ACQUISITION COSTS	57,783.00	57,783.00	4,815.21	57,782.52	57,782.52	0.48
ExpCategory: 580 - DEBT SERVICE Total:		149,450.00	899,450.00	13,148.37	901,217.94	901,217.94	-1,767.94
Department: 067 - INDUSTRIAL PROJECTS Total:		1,206,139.00	2,865,281.00	26,669.57	1,630,801.11	1,759,859.91	1,105,421.09
Fund: 020 - DURANT INDUSTRIAL AUTH. Surplus (Deficit):		0.00	0.00	-16,246.03	684,839.86	527,999.40	-527,999.40

Balance Sheet

As Of 06/30/2022

Account	Name	Balance
Fund: 110 - 1/4 % ECONOMIC DEV. FUND		
Assets		
110-000-102-0000	CLAIM ON POOLED CASH	2,698,380.57
110-000-132-0000	DUE FROM DIA	2,850,000.00
110-000-171-1000	SALES TAX RECEIVABLE (.25%)	140,521.66
110-000-171-3000	ACCOUNTS RECEIVABLE	4,333.62
	Total Assets:	5,693,235.85
		<u>5,693,235.85</u>
Liability		
	Total Liability:	0.00
Equity		
110-000-271-0000	FUND BALANCE	5,548,452.95
	Total Beginning Equity:	5,548,452.95
Total Revenue		1,254,232.86
Total Expense		1,109,449.96
Revenues Over/Under Expenses		<u>144,782.90</u>
	Total Equity and Current Surplus (Deficit):	5,693,235.85
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>5,693,235.85</u>

Balance Sheet

As Of 06/30/2022

Account	Name	Balance
Fund: 020 - DURANT INDUSTRIAL AUTH.		
Assets		
020-000-101-2000	FU DIA -20	603,026.91
020-000-102-0000	CLAIM ON POOLED CASH	1,665,475.94
020-000-122-3100	NOTE REVBL - EAGLE SUSP #2	143,316.00
020-000-122-7000	NOTE RECEIVABLE - CFG CDBG	92,359.09
020-000-122-8100	NOTE RCBL - EARTH BIOFUEL #2	283,416.50
020-000-122-8101	NOTE RCBL-EARTH BIOFUEL#2ALLOW	-283,416.50
020-000-122-9500	NOTE RCVBL- TEXOMA MANUFACTURI	0.36
020-000-122-9600	NOTE RCBL-ABBOT/PHARMCAREOK	148,822.18
020-000-122-9700	NOTE RECEIVABLE - BRUCEPAC	700,000.00
020-000-151-1000	INVESTMENT IN DURANT TIF AUTHO	3,100,000.00
020-000-161-0000	CAPITAL ASSETS	17,663.97
020-000-161-0001	ACCUMULATED DEPRECIATION	-2,062.01
020-000-171-3000	ACCOUNTS RECEIVABLE	-4,333.33
020-000-180-2000	DEFERRED OUTFLOW- OkMRF	13,924.00
020-000-191-0000	LAND AND OTHER NON DEPRECIABLE	1,673,856.00
Total Assets:		8,152,049.11
		<u>8,152,049.11</u>
Liability		
020-000-203-0000	ACCOUNTS PAYABLE	-6,481.28
020-000-205-0700	ACCRUED COMP. ABSENCES PYBL	1,267.00
020-000-206-1500	NOTE PAYABLE ODOC CDBG CMP	37,500.00
020-000-206-1600	NOTE PAYABLE ODOC CDBG BL	85,415.90
020-000-206-1700	NOTE PAYABLE ODOC CDBG CFG	88,332.98
020-000-206-1800	CDBG ED 05 NOTE PAYABLE	280,583.07
020-000-206-1900	CDBG ED 06 NOTE PAYABLE	143,317.68
020-000-207-1200	DUE TO EDC (F110)	2,850,000.00
020-000-207-5000	ACCRUED INTEREST PAYABLE	218.75
020-000-210-1100	CAPITAL LEASE OBLIG. (C.GLASS)	143,015.72
020-000-219-0000	DEFERRED INFLOW- OkMRF	9,158.00
020-000-220-2000	NET PENSION LIABILITY-OMRF	2,188.00
Total Liability:		3,634,515.82
Equity		
020-000-271-0000	FUND BALANCE	2,286,251.29
020-000-271-0100	INVESTED IN CAPITAL ASSETS	1,546,442.14
Total Beginning Equity:		3,832,693.43
Total Revenue		2,403,817.86
Total Expense		1,718,978.00
Revenues Over/Under Expenses		684,839.86
Total Equity and Current Surplus (Deficit):		4,517,533.29
Total Liabilities, Equity and Current Surplus (Deficit):		<u>8,152,049.11</u>

Income Statement

For Fiscal: 2021-2022 Period Ending: 06/30/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 110 - 1/4 % ECONOMIC DEV. FUND						
RevDepartment: 000 - 000						
110-000-301-1000 BEGINNING BALANCE	2,188,662.00	2,188,662.00	0.00	0.00	0.00	2,188,662.00
110-000-311-1000 SALES TAX REVENUE (.25%)	1,018,980.00	1,018,980.00	100,873.80	1,195,076.15	1,195,076.15	-176,096.15
110-000-361-1000 INTEREST EARNINGS REVENUE	5,000.00	5,000.00	802.94	7,156.75	7,156.75	-2,156.75
110-000-361-1208 FY13 PHARMCARE LOAN REPAYMENT	52,000.00	52,000.00	4,333.33	51,999.96	51,999.96	0.04
RevDepartment: 000 - 000 Total:	3,264,642.00	3,264,642.00	106,010.07	1,254,232.86	1,254,232.86	2,010,409.14
Department: 017 - ECON. DEV. ADMINISTRATION						
ExpCategory: 560 - CAPITAL - GENERAL						
110-017-560-6021 FUTURE PROJECTS	2,905,192.00	1,895,192.00	0.00	0.00	0.00	1,895,192.00
ExpCategory: 560 - CAPITAL - GENERAL Total:	2,905,192.00	1,895,192.00	0.00	0.00	0.00	1,895,192.00
ExpCategory: 599 - TRANSFER						
110-017-599-0200 TRSF TO DIA (REIMB FOR EXPENSE	250,000.00	510,000.00	0.00	250,000.00	250,000.00	260,000.00
110-017-599-0201 TRANSFER TO DIA - DEBT PMTS	109,450.00	859,450.00	9,120.83	859,449.96	859,449.96	0.04
ExpCategory: 599 - TRANSFER Total:	359,450.00	1,369,450.00	9,120.83	1,109,449.96	1,109,449.96	260,000.04
Department: 017 - ECON. DEV. ADMINISTRATION Total:	3,264,642.00	3,264,642.00	9,120.83	1,109,449.96	1,109,449.96	2,155,192.04
Fund: 110 - 1/4 % ECONOMIC DEV. FUND Surplus (Deficit):	0.00	0.00	96,889.24	144,782.90	144,782.90	-144,782.90



The City of Durant

Memorandum

Date: 8/2/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Discuss, Consider and Possible Action on Loan Forgiveness in the amount of \$233,333.33 for Bruce Packing Company

Council Information / Action Requested

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

ATTACHMENTS:

1. Brucepac Promissory Note (2)

FORGIVABLE PROMISSORY NOTE

**BRUCE PACKING COMPANY, INC., an
Oregon corporation d/b/a BrucePac**

380 S. Pacific Hwy 99E

Woodburn, OR 97071

(hereafter called "Borrower")

**DURANT INDUSTRIAL
AUTHORITY**

215 N. 4th Street

Durant, Oklahoma 74701

(hereafter called "Lender")

\$700,000.00

Note Amount

July 21, 2016

Effective Date

July 21, 2023

Maturity Date

FOR VALUE RECEIVED, Borrower, jointly and severally if more than one, promises to pay to the order of Lender (which term shall include all subsequent holders of this Note) at its offices set forth above or at such other address as Lender may from time to time designate, in lawful money of the United States of America, the principal sum of **Seven Hundred Thousand and 00/100 Dollars (\$700,000.00)**, or so much thereof as may be advanced and outstanding from time to time, with interest at the rate provided below on the principal balance from time to time remaining unpaid, in the amounts, at the times and upon the terms provided in this Note.

INTEREST RATE. Prior to maturity, the Note shall accrue interest at **0.00% per annum.**

PREPAYMENT. Borrower may prepay this Note in whole or in part at any time without being required to pay any penalty or premium for such privilege. In the event a prepayment is made, such payment shall be applied first against accrued but unpaid interest, then to the discharge of any expenses for which the holder of this Note may be entitled to receive reimbursement under the terms of this Note or under the terms of any other documents related thereto and lastly against the principal hereof. Any partial prepayment shall not postpone the due date or change the amount of any subsequent installment due hereunder.

PAST DUE PAYMENTS. Lender may charge and collect a late fee of up to **five percent (5%)** of the unpaid portion of the regularly scheduled payment more than 15 days past due to the extent not prohibited by law. The annual interest rate on matured unpaid amounts shall be **ten percent (10%)**.

PAYMENT TERMS. This Note shall be due and payable as follows:

Provided the Note balance has not been otherwise accelerated due to an Event of Default, all remaining unpaid or unforgiven Principal and accrued interest shall be due and payable on July 21, 2023, interest being calculated on the unpaid principal to the date of each installment paid and the payment made credited first to the discharge of the interest accrued and the balance to the reduction of the principal.

Provided no Event of Default has occurred, the outstanding amount of the Note shall be forgiven in according to the following schedule:

July 21, 2021 - 1/3 of the balance of the Note then outstanding shall be forgiven, absent an Event of Default;
July 21, 2022 - 1/2 of the balance of the Note then outstanding shall be forgiven absent an Event of Default; and
July 21, 2023 – the remainder of the balance of the Note then outstanding shall be forgiven absent an Event of Default.

WAIVER. Except as otherwise expressly stated in this Note or the Loan Agreement, Borrower and any and all co-borrowers, endorsers, guarantors, and sureties severally waive notice, notice of intent to accelerate, notice of acceleration, demand, grace, presentment for payment, and protest and agree that this Note and all liens securing its payment may be extended and re-extended and the time for payment extended and re-extended from time to time without notice to them or any of them, and they severally agree that their liability on or with respect to this Note shall not be affected by any release or change in any security at any time existing or by any failure to perfect or maintain perfection of any security interest in such security.

TIME OF THE ESSENCE. It is agreed that time is of the essence in the performance of this Note.

EVENTS OF DEFAULT. Each of the following events shall constitute an Event of Default:

1. Default in the timely payment of any installment of principal and interest or in the performance of any covenant or provision of any Loan Document as hereafter defined.
2. Default in payment when due of any amount payable to Lender or default in any other obligation of Borrower to Lender.
3. Borrower shall: (a) execute an assignment for the benefit of creditors or take any action in furtherance thereof; or (b) admit in writing its inability to pay its debts generally as they become due; or (c) as a debtor, file a petition, case, proceeding, or other action pursuant to, or voluntarily seek the benefit or benefits of any debtor relief law or take any action in furtherance thereof; or (d) seek, acquiesce in, or suffer the appointment of a receiver, trustee, or custodian of Borrower, the property, in whole or in part, or any significant portion of other property belonging to Borrower that affects performance under this Note; or (e) voluntarily become a party to any proceeding seeking to effect a suspension or having the effect of suspending any of the rights of Lender or the Trustee granted or referred to in the Loan Documents or take any action in furtherance thereof.
4. Borrower defaults in the terms and conditions of the Loan Agreement executed contemporaneously with this Note.
5. The filing of a petition, case, proceeding, or other action against Borrower as a debtor under any debtor relief law; or seeking appointment of a receiver, trustee, or custodian of Borrower, or of any significant portion of other property belonging to Borrower that affects its ability to perform under this Note, or seeking to effect a suspension or having the effect of suspending any of the rights of Lender or the Trustee granted or referred to in the Loan Documents, and: (a) Borrower admits, acquiesces in, or fails to contest the material allegations thereof; or (b) the petition, case, proceeding, or other action results in entry of an order for relief

or order granting the relief sought against Borrower; or (c) the petition, case, proceeding, or other action is not permanently dismissed on or before the earlier of trial thereon or sixty (60) days next following the date of its filing.

6. The discovery by Lender that any warranty, covenant, or representation made to Lender by or on behalf of Borrower or any Guarantor is false, misleading, erroneous, or breached in any material respect.

A default shall not be an Event of Default if the default is cured within thirty (30) days following the delivery of or the mailing of written notice from Lender to Borrower's most current address as reflected in Lender's business records specifying the existence of any such default. If such default is not cured within the thirty (30) day period, the default shall be an Event of Default without need of any further notice or action by Lender.

ACCELERATION AND WAIVER OF NOTICE. Upon the occurrence of an Event of Default and the expiration of any cure period contained herein, the entire unpaid principal balance plus all accrued and unpaid interest due and owing on this Note and any and all other indebtedness of Borrower to Lender shall, at the option of Lender, become and be due and payable forthwith without demand, notice of default, notice of intent to accelerate, or the acceleration of the maturity hereof, notice of nonpayment, presentment, protest, or notice of dishonor, all of which are hereby expressly waived to the full extent not prohibited by law by Borrower. Failure to exercise this option upon the occurrence of any such Event of Default shall not constitute a waiver of the right to exercise such option in the event of any subsequent Event of Default.

COLLECTION COSTS AND JOINT AND SEVERAL LIABILITY. If the unpaid principal balance plus all accrued and unpaid interest due and owing on this Note is not paid at maturity, whether by acceleration or otherwise, and this Note is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in probate, bankruptcy, receivership, reorganization, arrangement, or other legal proceedings for collection hereof, Borrower agrees to pay Lender its reasonable collection costs, including a reasonable amount for attorneys' fees. Borrower is and shall be directly and primarily liable for the payment of all sums due hereunder, and under any instrument securing the payment hereof, and Borrower hereby expressly waives bringing of suit and diligence in taking any action to collect any sums owing hereon and in the handling of any security, and Borrower hereby consents to and agrees to remain liable hereon regardless of any renewals, extensions for any period or rearrangements hereof, or any release or substitution of security hereof in whole or in part, with or without notice, from time to time, before or after maturity.

REMEDIES OF LENDER. Lender shall have all rights, remedies, and recourses granted in this Note, and all other instruments securing the payment hereof and the payment of all indebtedness of Borrower to Lender, howsoever evidenced, and those which are available at law or equity, and same: (a) shall be cumulative and concurrent; (b) may be pursued separately, successively, or concurrently against Borrower or any other liable party or against any one or more of them at the sole discretion of Lender and in such order as Lender, in its sole discretion, shall determine; (c) may be exercised as often as occasion therefore shall arise, it being agreed by Borrower that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse; and (d) are intended to be, and shall be, nonexclusive. If any part of this Note cannot be enforced, this fact

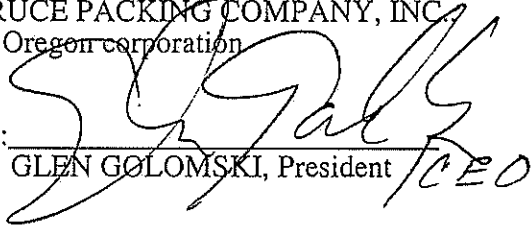
will not affect the rest of this Note. This loan shall be governed by and construed in accordance with the laws of the State of Oklahoma and applicable United States federal law.

NOTICES TO BORROWER AND OTHER PARTIES. Any notice under this Note shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified mail, postage prepaid, directed to the addresses shown near the beginning of this Note. Any party may change its address for notices under this Note by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address.

JURY TRIAL WAIVER. In recognition of the higher costs and delay which may result from a jury trial, the parties waive any right to trial by jury of any claim, demand, action or cause of action (a) arising hereunder, or (b) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect hereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party further waives any right to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party hereto may file an original counterpart or a copy of this section with any court as written evidence of this consent of the parties hereto to the waiver of their right to trial by jury.

BORROWER:

BRUCE PACKING COMPANY, INC.
an Oregon corporation

By: 
GLEN GOLOMSKI, President

PREPARED IN THE LAW OFFICE OF:

William David Keese, P.C.
1400 West Main Street
Durant, Oklahoma 74702



The City of Durant

Memorandum

Date: 8/2/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Discuss, Consider and Possible Action on Entering into a Contract for Services to Assist with the 404 Permit Process for a 20-acre site owned by the Durant Industrial Authority.

Council Information / Action Requested

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

ATTACHMENTS:

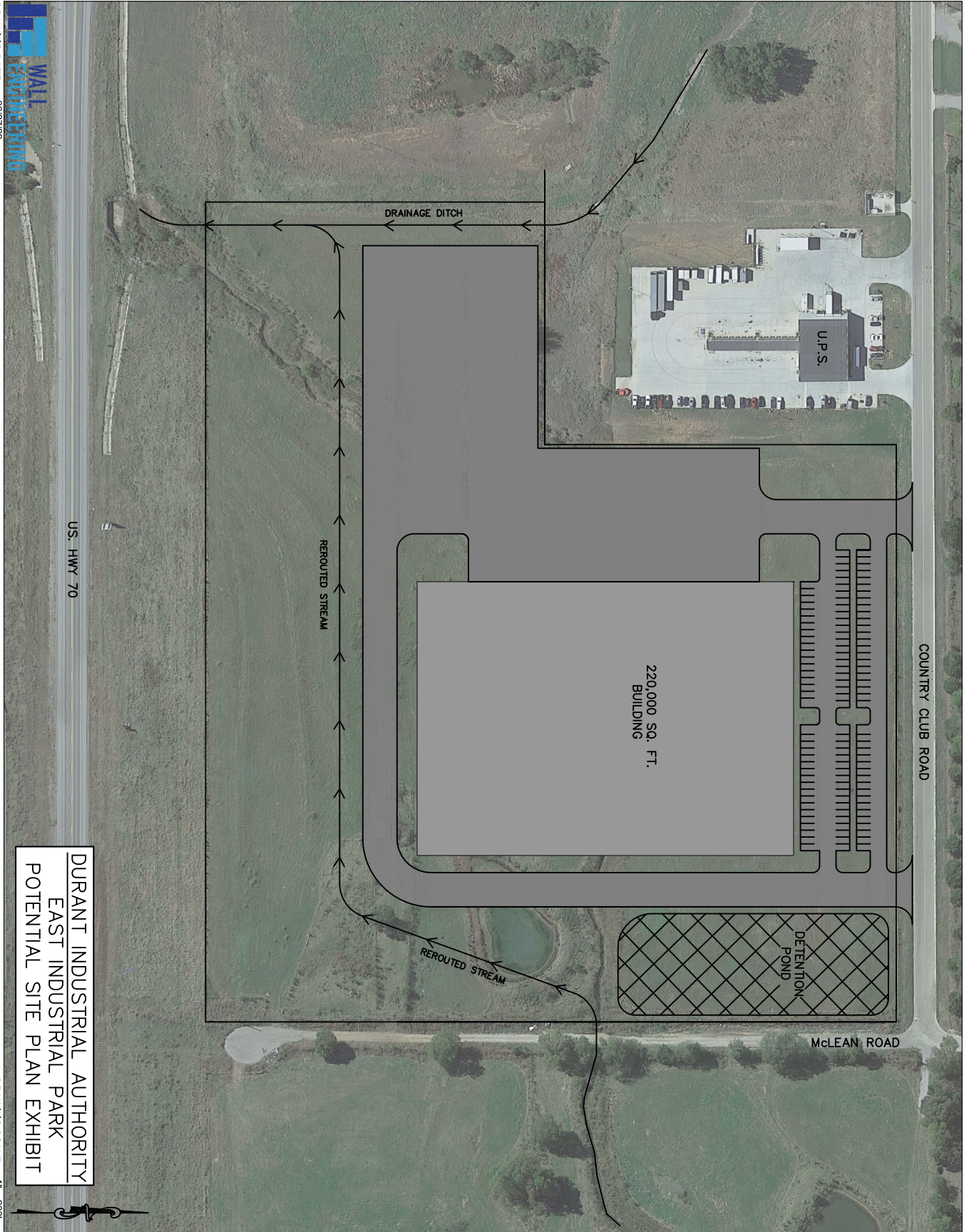
1. Site Plan Exhibit (1)
2. Durant Industrial Park 2 Proposal



DRAWING DATE: 06/27/22

DURANT INDUSTRIAL AUTHORITY
EAST INDUSTRIAL PARK
POTENTIAL SITE PLAN EXHIBIT

DRAWING SCALE: 1" = 200'





July 26, 2022

Ms. Lisa Taylor
Durant Industrial Authority
P.O. Box 578
Durant, OK 74701

Subject: Durant Industrial Park at Country Club Road and South McLean Drive,
Waters of the United States Delineation and Clean Water Act 404 Permit with Compensatory
Mitigation

SUBMITTED VIA EMAIL TO: LTAYLOR@DURANT.ORG

Dear Ms. Taylor,

Mead & Hunt, Inc. (Mead & Hunt) is pleased to present this proposal to the Durant Industrial Authority (Client) for a wetland/waterbody delineation, an assessment for potential threatened and endangered species habitat, and the completion of a 404 permit for the Durant Industrial Authority at their site at the southwest corner of the intersection of County Club Road and South McLean Drive, in Durant, Oklahoma. The wetland/waterway delineation will include the identification and mapping of streams, ponds, and wetlands (potentially jurisdictional Waters of the United States) with Global Position System (GPS) technology, within the proposed Area of Interest (AOI). See Exhibit 1 for AOI.

Our proposal is based on Mead & Hunt's experience with the Tulsa District of the United States Army Corps of Engineers (USACE) and our current understanding of their regulatory guidelines and process. We believe our USACE experience plus our familiarity with Oklahoma's aquatic nature resources, will fit your needs for the required field delineation/assessment, the related report preparation, and corresponding Section 404 permitting and mitigation efforts.

The following sections provide Mead & Hunt's understanding of the proposed project, scope of work, timeline, and fee.

Project Understanding

Based on our conversations, there are two sequential tasks to be undertaken. The first task includes the delineation and assessment of existing streams, ponds, and wetlands within the proposed AOI at the industrial park site. Exhibit 1 is based on aerial images and depicts the known/existing stream that will require delineation. Currently unidentified streams, ponds, and wetlands not depicted on this graphic that are discovered in the field will also require assessment and delineation. The AOI designated in Exhibit 1 covers approximately 23 acres.

Wetland delineations will be undertaken using procedures and guidelines set in the USACE 1987 Wetland Delineation Manual, plus the corresponding 2010 Great Plains Regional Supplement. We anticipate assessing fringe wetlands around existing ponds and forested and/or emergent wetlands along or near existing streams. A delineation report will be prepared, and GPS data will be provided in a compatible format for use in Geographic Information Systems (GIS) or Computer Aided Design (CAD). Coordination with the Tulsa District regulators of the USACE is also included in this proposal.

The second task is to prepare the appropriate Section 404 Clean Water Act permit for submission to the USACE utilizing the data and information collected. The type of permit will depend on the quantity of stream and wetland impacts calculated (in linear feet and acres). Unavoidable and permanent impacts over certain thresholds will also require compensatory mitigation. A preliminary mitigation plan is included in this proposal.

Scope of Services

The field work and report preparation will be undertaken and managed by Kim Shannon, Environmental Scientist, with assistance from other Mead & Hunt environmental science staff. The following tasks are included in the Scope of Services:

Task 1 – Site Assessment, Data Collection and Reports

This task includes online map and data assessment prior to mobilization, up to three days in the field collecting data, completing delineation and mitigation forms, photographing each waterbody, mapping waterbodies using GPS technologies with sub-meter accuracy, and the assessment and analysis of GPS and other data. Any habitat for federally protected plant or animal species will also be assessed and documented. Protocol level surveys are not included in this assessment.

The delineation report prepared will include quantified descriptions of all delineated waterbodies, related maps and figures, and descriptions and analysis of potential habitat at the project site for federally protected species known to occur in Bryant County, OK. The report will be produced to the specifications and requirements of the Tulsa District USACE, including the preparation of GIS shapefile deliverables. This Task includes electronic delivery of a Draft Delineation Report for Client review and response to one round of comments necessary to complete a Final Report. The Final Report will be provided in an electronic format.

Task 2 – Clean Water Act 404 Permitting

Preparation and submission of an Individual Section 404 Clean Water Act permit. The delineation report will be included in the submission to the USACE for the Section 404 Clean Water Act permit. This task also includes up to 10 hours of coordination with a regulator from the Tulsa District of the USACE.

Task 3 – Compensatory Mitigation

Compensatory mitigation planning for permanent and/or temporary impacts to Waters of the US will be undertaken based on the availability of mitigation bank credits or the need for individual responsible

mitigation. This includes the preference of purchasing mitigation credits from an approved banking system within or near the affected watershed. If bank credits are not available, on-site mitigation may be appropriate, with USACE approval. If on-site mitigation is not feasible, the process of locating a suitable site (and potential mitigation partner) with adequate resources will begin. Design, engineering, installation of on-site mitigation and purchase or leasing of property for mitigation is not included in this scope or fees.

Task 4 – Meetings

If requested, one optional on-site meeting will be attended, coordinated by and with the client and related partners.

Responsibilities of Durant Industrial Authority

Mead & Hunt's Scope of Services are based on the Client performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to all parcels within the project site depicted on Exhibit 1.
- Available data, drawings, and information related to the project.
- Review of draft reports within three weeks of receipt.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Work Not Included in the Scope of Services

The following items are not included in this agreement and will be provided by Client or can be provided by Mead & Hunt as an Additional Service:

- Preparation or coordination of jurisdictional determinations.
- Threatened and endangered species protocol level surveys.
- Local, state, or federal agency consultation (excluding Tulsa District USACE).
- Design, engineering, and installation of on-site mitigation efforts.
- Purchase or negotiation of purchase of private property for compensatory mitigation.

Project Schedule

Mead & Hunt can begin assessment and delineations within 90 working days of contract execution and coordination of dates for field work with Client. Optimally, field work should be completed before November 21st of the calendar year to assist with identification of wetland vegetation. Upon completion of field work, a draft delineation report will be submitted to Client within 30 working days. One round of comments may be incorporated before production of a final delineation report.

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. Client will pay Mead & Hunt **\$65,541.00** as fees for the work performed in Tasks 1 - 4, and related expenses, under this contract. The general breakdown of fees is shown below.

Tasks	Fees
Task 1 Site Assessment, Data Collection and Reports	
Waters of the U.S. Delineation and Habitat Assessment	\$18,497.00
Report and Data Preparation	\$11,965.00
Task 2 Clean Water Act 404 Permitting & Coordination	
404 Permit Preparation & USACE Coordination	\$15,804.00
Task 3 Compensatory Mitigation	
Compensatory Mitigation Planning and Report Preparation	\$14,714.00
Task 4 Meeting	
On-Site Meeting (as authorized)	\$1,280.00
Expenses	\$2,281.00
Total	\$65,541.00

Ms. Lisa Taylor
July 26, 2022
Page 5

Authorization

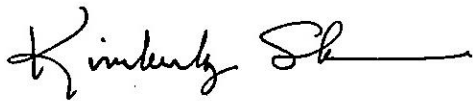
The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Durant Industrial Authority and Mead & Hunt shall convert this proposal to an Agreement between the two parties and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the General Terms and Conditions for Engineering or Consulting Services which is attached hereto and made part of this Agreement and labeled as Exhibit 1.

If you have any questions regarding the above information, please contact Kim Shannon at 918-998-1508, or at kim.shannon@meadhunt.com. We appreciate this opportunity and look forward to working again with Client.

Sincerely,

MEAD & HUNT, Inc.



Kimberly A. Shannon
Environmental Scientist/Project Manager
Mead & Hunt, Inc.



Christina Slattery
Business Unit Leader Vice President
Mead & Hunt, Inc.

Attachments

Accepted by: Durant Industrial Authority

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

Name: _____

Name: Christina Slattery

Title: _____

Title: Vice President

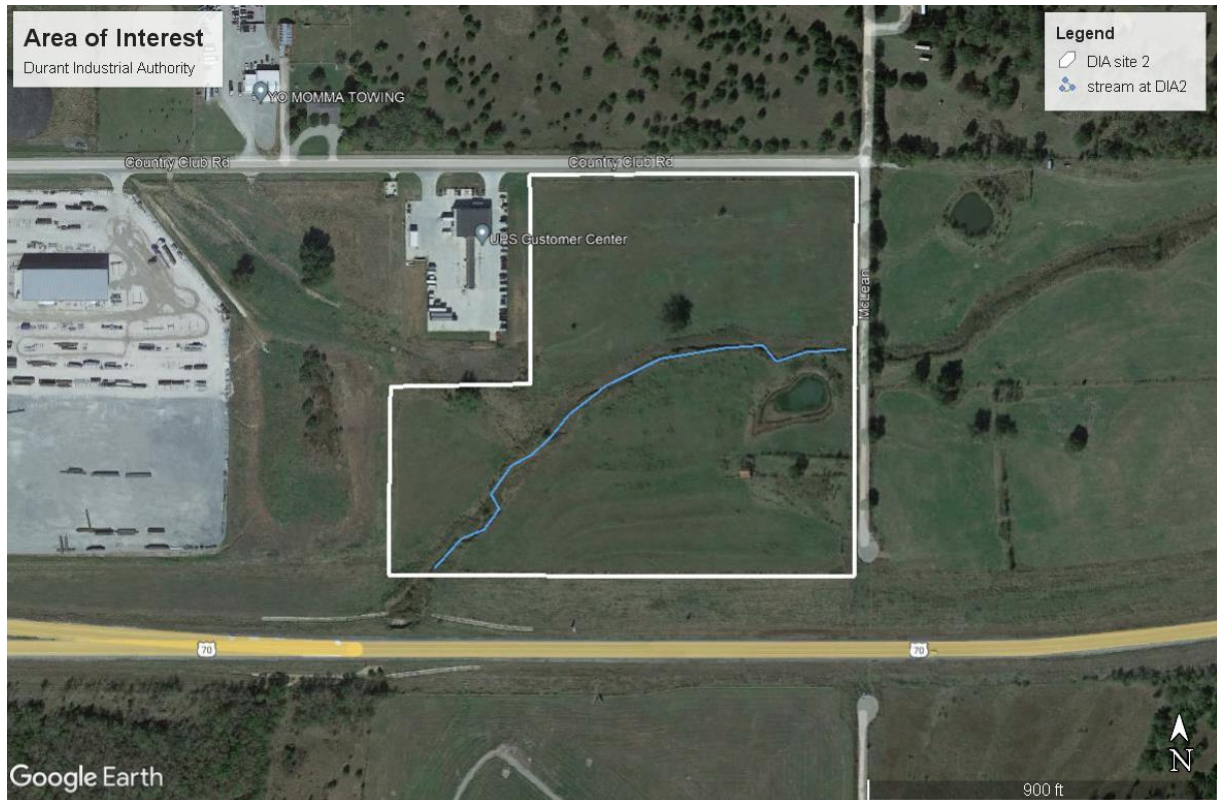
*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date: _____

ATTACHMENT 1

Map of Durant Industrial Park 2



Map of Potential Area of Interest with Existing Stream

ATTACHMENT 2

General Terms and Conditions for Engineering, Architectural, or Consulting Services

Mead & Hunt, Inc.
General Terms and Conditions (“General Terms”) for Engineering,
or Consulting Services
Oklahoma

1. Wall Engineering (hereinafter “Client”) and Mead & Hunt, Inc. hereby mutually agree to the terms and conditions contracted in this Agreement for Engineering, Architectural or Consulting Services, including these General Terms and Conditions for Engineering, Architectural, or Consulting Services, and any and all documents incorporated by reference into this Agreement (together, this “Agreement”). This Agreement constitutes this Agreement between Client and Mead & Hunt, Inc. as pursuant to which Services are to be performed by Mead & Hunt, Inc. Receipt by Client of the executed Agreement shall be considered written authorization for Mead & Hunt, Inc. to proceed. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in this Agreement.
2. Mead & Hunt, Inc. will bill Client monthly, according to the payment method set forth in this Agreement, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days’ written notice, suspend the Services under this Agreement until Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in this Agreement does not include any applicable state and local sales or use taxes or gross receipts taxes; such taxes shall be the sole responsibility of Client.
3. The fees, Services and Scope of Services stated in this Agreement constitute an estimate of the fees and tasks required to perform the Services. Should the Project involve conceptual or process development services, Services often cannot be fully defined during the initial planning stages. As the Project progresses, facts uncovered may also reveal a change in direction which may alter the Scope of Services. If Client requests modifications or changes in the Scope of Services related to the Project, the time of performance of the Services by Mead & Hunt, Inc. and the fees associated therewith shall be revised and accepted by both parties in writing before Mead & Hunt, Inc. undertakes any additional work beyond the Scope of Services. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. To the fullest extent permitted by law, Client shall indemnify and hold harmless Mead & Hunt, Inc. and its officers, agents, representatives and employees from and against liabilities, claims, losses, damages, expenses, including but not limited to attorney’s fees and disbursements, arising out of or resulting from (i) delays caused in whole or in part by Client’s interference with Mead & Hunt, Inc.’s ability to provide the Services, including, but not limited to, Client’s failure to provide facilities or information specified in this Agreement, (ii) inaccuracies in documents or other information provided by Client to Mead & Hunt, Inc., or (iii) failure to perform under this Agreement, caused by or that arise in whole or in part by any negligent acts, errors or omissions of Client. Mead & Hunt, Inc. reserves the right to renegotiate this Agreement due to any unforeseen delays caused by events beyond Mead & Hunt, Inc.’s control, such as Force Majeure events as described in Section 26 or other events beyond Mead & Hunt, Inc.’s control, like funding for the Project. If any word or clause of this Agreement is determined not to be in compliance with Oklahoma Statute Title 15 § 221, as applicable., including any amendments thereto, it shall be stricken and replaced and the remaining word, clause and provisions shall remain in full force and effect.
5. Client agrees to provide such legal, accounting and insurance counseling services as may be required for the Project.
6. Mead & Hunt, Inc. will maintain insurance coverage for worker’s compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If Client requires coverages or limits in addition to those that Mead & Hunt, Inc. currently has in effect as of the date of this Agreement, premiums for additional insurance shall be paid by Client.
7. **MEAD & HUNT, INC. (INCLUDING ITS CURRENT AND FORMER EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS) AND OWNER ARE NOT LIABLE, IN CONTRACT OR TORT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR LIQUIDATED DAMAGES INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE, LOSS OF CAPITAL, DELAY DAMAGES, LOSS OF GOODWILL, CLAIM OF THIRD PARTIES, OR SIMILAR DAMAGES (“DAMAGES”). NOTWITHSTANDING THE FOREGOING, CLIENT SHALL BE LIABLE HEREUNDER TO THE EXTENT THAT MEAD & HUNT, INC. IS HELD LIABLE BY ITS SUBCONSULTANTS OR A THIRD-PARTY FOR DAMAGES CAUSED BY OWNER OR ITS EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS. IN NO EVENT SHALL MEAD & HUNT, INC.’S OR ITS SUBCONSULTANTS’ LIABILITY ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT EXCEED THE AMOUNT OF FEES BILLED BY MEAD & HUNT, INC. TO CLIENT FOR SERVICES PERFORMED PURSUANT TO THIS AGREEMENT.**
8. Mead & Hunt, Inc.’s (including its current or former employees, officers, directors, or shareholders) liability to Client for any damages shall not exceed the amount of fees billed by Mead & Hunt, Inc. to Client for services performed pursuant to this Agreement within the last twelve (12) months from the date that the last invoice was submitted to Client by Mead & Hunt, Inc., regardless as to whether Client paid such invoice.
9. Mead & Hunt, Inc. and Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with Client.
10. Client and Mead & Hunt, Inc. shall not, during the term of this Agreement or after the termination of this Agreement for a period of one (1) year disclose any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc., as the case may be, or any other person or entity, except

with the prior written consent of Mead & Hunt, Inc. or Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or Client as confidential. Confidential Information includes, but is not limited to, the purpose, duration, or extent of studies, surveys, and tests conducted by Mead & Hunt, Inc. or its subconsultants throughout the duration of this Agreement, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of receiving party, (ii) was already in receiving party's possession or known to receiving party prior to being disclosed or provided to receiving party by or on behalf of disclosing party, provided that the source of information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect thereto, (iii) was or is obtained by receiving party from a third party, provided that such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect to such information or material, or (iv) is independently developed by receiving party without reference to the Confidential Information. Except as required by law or court order, the provisions of this clause shall apply to Client's communications with members of the public, governmental agencies, and all other individuals or organizations. The restrictions set forth in this section shall remain in full force and effect (a) with respect to the Confidential Information, for a period of six (6) years following the earlier of the termination of this Agreement or the completion of services under this Agreement; and (b) with respect to the Trade Secrets, which shall have the meaning set forth under applicable law, until the Trade Secrets no longer retain their status or qualify as trade secrets under applicable law.

11. Mead & Hunt, Inc. shall retain ownership and property interest in all documents prepared or furnished by Mead & Hunt, Inc. and its independent professional associates and consultants, in connection with the Project, which include, but are not limited to, models, plans, sketches, designs, drawings details, specifications, all data and image files, both electronic and hard copy, as applicable (hereinafter "files"), and such files are part of Mead & Hunt, Inc.'s Instruments of Services. Mead & Hunt, Inc. may release files to any other party involved in the Project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Client is not permitted to use Mead & Hunt, Inc. files for any other project without express written permission from Mead & Hunt, Inc., and Mead & Hunt, Inc. may request Client to return or destroy such files at any time. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with Client's hardware or software and assumes no liability with respect to any use or reuse of the files by Client. Mead & Hunt, Inc. will have no liability to Client or any third party for any material in or transmitted with the files, including without limitations any virus, worm, trap door, back door, tracker, or other illicit code or program that may result from such use or reuse of files. Client hereby indemnifies and holds harmless Mead & Hunt, Inc. against any and all claims related to any use or reuse of the files. Differences may exist between these electronic files and corresponding hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or involvement from each electronic display. MEAD & HUNT, INC. PROVIDES THE FILES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES

SHALL DELIVERY OF THE FILES FOR USE OR REUSE BE DEEMED AS SALE BY MEAD & HUNT, INC. AND MEAD & HUNT, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL MEAD & HUNT, INC. BE LIABLE FOR ANY LOSS OF PROFIT, DIRECT OR INDIRECT DAMAGES, OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF THE USE, REUSE OR CHANGES TO FILES OR ANY DATA THEREIN.

12. Termination of this Agreement by Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; all outstanding payments are due and payable as stated in Section 2. If Client breaches this Agreement, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend Services without further obligation or liability to Client.
13. Mead & Hunt, Inc. will provide the Services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is an agreement for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept any general terms or conditions offered by Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of Services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
14. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the Project or construction costs will not vary from the final costs of the Project. Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to the Project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
15. If Client is a municipality or state authority or any government authority/agency, Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
16. This Agreement shall not be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.
17. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, Mead & Hunt, Inc. and Client agree to discuss any material disputes between them during the 90 days after notice of disputes given by either party. If discussions are unsuccessful in resolving the dispute, then the

- dispute shall be mediated unless the parties mutually agree otherwise. Any claim not resolved by mediation shall be resolved by arbitration in Wisconsin with the American Arbitration Association or by litigation in the state of Wisconsin.
18. The parties agree that Mead & Hunt, Inc.'s Services in connection with this Agreement shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this Agreement or for any negligence in performing any Services in connection with this Agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy for any breach of contract or any negligent performance of Services in connection with this Agreement shall be a claim against Mead & Hunt, Inc. Client further agrees that any claim, demand, suit, or judgment shall be asserted only against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this section.
19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of these General Terms and understands and agrees that if those sections were not included herein the fees for the Services provided in connection with this Agreement would be significantly higher. Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
21. To the extent permitted by law, Mead & Hunt, Inc. disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Mead & Hunt, Inc.
22. If any term or provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force. The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.
23. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s Services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of this Agreement or the performance or nonperformance of Services hereunder.
24. The General Terms and this Agreement shall be construed and interpreted in accordance with the laws of the state of Oklahoma. No action may be brought except in the state of Oklahoma.
25. Failure of Mead & Hunt, Inc. to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof or a waiver of any of the technical requirements, or a waiver of any default provision. Except as may be otherwise expressly stated, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of such provision. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
26. Neither party shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, pandemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Section 12.
27. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and this Agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



The City of Durant

Memorandum

Date: 8/2/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Discuss, Consider and Possible Action on Approval of Expenditure of Economic Development Sales Tax Funds to Pay a Consultant to Assist with the 404 Permit Process for a DIA- owned Site Located at Country Club and South McLean

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/2/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Discuss, Consider and Possible Action on Small Business Technology Grant Applications in the amount of \$2,000 each.

Council Information / Action Requested

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

ATTACHMENTS:

1. DIA Tech Grant Apps August 2022

Small Business Technology Grant Program Application

I. INFORMATION ABOUT THE BUSINESS

Have you previously received a Durant Small Business Grant? Yes ☐ No ☒

Legal Name of Business: Sundrop Books LLC

Trade Name/DBA Sundrop Books

Legal Entity Structure (Sole Proprietor, LLC, Corporation etc.): LLC

Is the Business a non-profit? Yes ☐ No ☒

Business Address: 137a W Main St

City: Durant, OK Zip Code: 74701

Mailing Address (if different from physical address): _____

City: _____ State: _____ Zip Code: _____

E-Mail: taylor @ sundropbooks.com

Business Phone: 580-634-2137 Mobile Number: 903-271-7579

Year Business Established: 2022

Current number of employees: Full-time 1 Part-time 1

Federal ID # 88-1221465 NAICS Code 451211

Business Website: Sundropbooks.com

Preferred Method of Contact (business, mobile or email): mobile or email

Please provide a description of the business and services/products offered:

Sundrop Books is an independent bookstore in
downtown Durant, OK. We sell books in store and
on our website. We also host small events.

II. BUSINESS OWNER INFORMATION

Please list below business owner (s) information (Please attach additional sheet if more space is needed).

Owner's Name: Taylor Batton Title: Co-Owner + Manager

Percentage of Ownership: ~~49%~~ 27%

Home Address: 5635 Stone Creek Dr City: Durant State: OK Zip Code: 74701

Telephone: 903-271-7579 E-Mail: taylor@sundropbooks.com

Owner's Name: David Batton Title: Co-Owner

Percentage of Ownership: 51%

Home Address: 5635 Stone Creek Dr City: Durant State: OK Zip Code: 74701

Telephone: 918-550-2613 E-Mail: ~~david~~ d_batton@yahoo.com

Please describe how this grant will help your business:

We need two computers to replace our 2 laptops
(one is barely hanging on and one is Taylor's personal
laptop). We need one for Point of Sale with our book-specific
inventory database and one for adding books and other
items to our inventory. These new computers will help us
keep doing business as usual for years to come, too.

Please describe assets (hardware, software, technology infrastructure and upgrade, etc.) to be acquired with grant funding and why they are needed for the business:

We would get ~~2~~ 2 Dell Inspiron~~o~~ Desktops
with Windows 11 and 2 Dell 22 Monitors to
go with the towers. Being able to run our database
(Bookmanager) is crucial to our business. We
can~~1~~ not operate without having ~~2~~ 2 computers
that are able to run Bookmanager.

Small Business Technology Grant Program Application

I. INFORMATION ABOUT THE BUSINESS

Have you previously received a Durant Small Business Grant? Yes ☐ No ☒

Legal Name of Business: U-We Designs

Trade Name/DBA U-We Gifts

Legal Entity Structure (Sole Proprietor, LLC, Corporation etc.): Sole proprietor

Is the Business a non-profit? Yes ☐ No ☒

Business Address: 209 W 2nd Ave

City: Durant Zip Code: 74701

Mailing Address (if different from physical address): _____

City: _____ State: _____ Zip Code: _____

E-Mail: uwedesigns@gmail.com

Business Phone: 918.208.9836 Mobile Number: 918.208.9836

Year Business Established: 2017

Current number of employees: Full-time 2 Part-time _____

Federal ID # 82-2368719 NAICS Code _____

Business Website: www.uwelife.com

Preferred Method of Contact (business, mobile or email): mobile

Please provide a description of the business and services/products offered:

Gifts, Creative Studio, design
custom engraving

II. BUSINESS OWNER INFORMATION

Please list below business owner (s) information (Please attach additional sheet if more space is needed).

Owner's Name: Stephanie Swicker Title: Owner

Percentage of Ownership: 100 %

Home Address: 870 map Rd City: mead State: OK Zip Code: 73449

Telephone: 918-208-9836 E-Mail: uwedesigns@gmail.com

Owner's Name: _____ Title: _____

Percentage of Ownership: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Please describe how this grant will help your business:

The computer & POS system is out dated.
I would also like to have bar code scanner
to be more efficient in our retail management
An updated computer would allow our software
to run properly & ease updating social media

Please describe assets (hardware, software, technology infrastructure and upgrade, etc.) to be acquired with grant funding and why they are needed for the business:

I will use the grant to purchase a computer
for our truck & mortar, as well as a Square
POS system with a bluetooth bar code
scanner. We use the computer to run our
Coreldraw & laser software to design and create
our custom orders. The POS system we currently
use has a tremendous lag when checking out customers
and I would like to use a bar code scanner to
keep our retail items accounted for

Small Business Technology Grant Program Application

I. INFORMATION ABOUT THE BUSINESS

Have you previously received a Durant Small Business Grant? Yes ☐ No ☐

Legal Name of Business: Designs by Kristina

Trade Name/DBA Designs by Kristina

Legal Entity Structure (Sole Proprietor, LLC, Corporation etc.): Sole proprietor

Is the Business a non-profit? Yes ☐ No ☒

Business Address: 405 W. Main Street

City: Durant Zip Code: 74701

Mailing Address (if different from physical address): _____

City: _____ State: _____ Zip Code: _____

E-Mail: smartshopperdesigns@gmail.com

Business Phone: (580) 920-0030 Mobile Number: (580) 760-0261

Year Business Established: 22

Current number of employees: Full-time 1 Part-time 2

Federal ID # _____ NAICS Code _____

Business Website: _____

Preferred Method of Contact (business, mobile or email): Mobile

Please provide a description of the business and services/products offered:

We are a small Floral + Gift Shop specializing in Event + seasonal Decor. We sell Fresh + Silk Flowers, Floral Arrangements, we also have balloons, gift baskets, and home Decor.

II. BUSINESS OWNER INFORMATION

Please list below business owner (s) information (Please attach additional sheet if more space is needed).

Owner's Name: Kristina Walker Title: Owner

Percentage of Ownership: 100%

Home Address: 6160 Wilson St. City: Durant State: OK Zip Code: 74701

Telephone: (580) 760-0241 E-Mail: KristinaWalker@gmail.com

Owner's Name: _____ Title: _____

Percentage of Ownership: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Please describe how this grant will help your business:

By the time I get my bills paid, employee's paid, and merchandise I have very little left to provide for our tech needs. We have a second hand computer and are looking forward to one that is better suited to handle our needs.

Please describe assets (hardware, software, technology infrastructure and upgrade, etc.) to be acquired with grant funding and why they are needed for the business:

24" Touch screen Computer I would like to use monitor to display work →
HP Wireless printer to print Invoices, S.S.N.s, and to print Special gift cards.

Adobe On my current computer there is no software I am having a hard time making Invoices to Email. also would be great to do bookkeeping on computer Instead of the shoe box method. Which is how I'm Doing it Right Now

Small Business Technology Grant Program Application

I. INFORMATION ABOUT THE BUSINESS

Have you previously received a Durant Small Business Grant? Yes ☐ No ☒

Legal Name of Business: HRS Enterprises, LLC

Trade Name/DBA: Opera House Coffee

Legal Entity Structure (Sole Proprietor, LLC, Corporation etc.): LLC

Is the Business a non-profit? Yes ☐ No ☒

Business Address: 202 West Evergreen St.

City: Durant Zip Code: 74701

Mailing Address (if different from physical address): P.O. Box 595

City: Durant State: OK Zip Code: 74702

E-Mail: ami@operahousecoffee.com

Business Phone: 1/4 Mobile Number: 530 9331202

Year Business Established: 2008

Current number of employees: Full-time _____ Part-time 10

Federal ID # 81-4584578 NAICS Code 722513

Business Website: operahousecoffee.com

Preferred Method of Contact (business, mobile or email): email + mobile

Please provide a description of the business and services/products offered:

We are a counter service coffee house and cafe.
Serving a full menu of pastries, sandwiches, salads etc.
We offer a large dining room for work/study/visiting
and also rent out space out for private events.

II. BUSINESS OWNER INFORMATION

Please list below business owner (s) information (Please attach additional sheet if more space is needed).

Owner's Name: Ami Rawlings Title: Co Owner

Percentage of Ownership: 51%

Home Address: 2217 Hillcrest Ct. City: Durant State: OK Zip Code: 74701

Telephone: 530 933 1202 E-Mail: ami@operahousecoffee.com

Owner's Name: Shawn Rawlings Title: Co Owner

Percentage of Ownership: 49%

Home Address: 2217 Hillcrest Ct. City: Durant State: OK Zip Code: 74701

Telephone: 530 300 0788 E-Mail: shawn@operahousecoffee.com

Please describe how this grant will help your business:

Having the means to purchase equipment
that provides our guests with the environment
they need will increase sales from repeat customers.

Please describe assets (hardware, software, technology infrastructure and upgrade, etc.) to be acquired with grant funding and why they are needed for the business:

- Working Laptop to run business offsite.
- iPad for kitchen use. Baker can input inventory and list pars. Cook can do inventory w/out disrupting online ordering.
- Cloud box music streaming device to replace a dying cheap tablet for dining room music.
- Receiver to connect music to speakers in dining room + patio.

Small Business Technology Grant Program Application

I. INFORMATION ABOUT THE BUSINESS

Have you previously received a Durant Small Business Grant? Yes ☐ No ☐

Legal Name of Business: Ellie's Closet

Trade Name/DBA _____

Legal Entity Structure (Sole Proprietor, LLC, Corporation etc.): LLC

Is the Business a non-profit? Yes ☐ No ☒

Business Address: 312 West main st

City: Durant Zip Code: OK

Mailing Address (if different from physical address): _____

City: 1 State: _____ Zip Code: _____

E-Mail: Battney.williams@elliescloset.net

Business Phone: 903-818-8773 Mobile Number: _____

Year Business Established: 2022

Current number of employees: Full-time 0 Part-time _____

Federal ID # _____ NAICS Code _____

Business Website: www.facebook.com/Elliesclosetonmainst

Preferred Method of Contact (business, mobile or email): _____

Please provide a description of the business and services/products offered:

Childrens clothing, shoes, accessory ect.

II. BUSINESS OWNER INFORMATION

please list below business owner (s) information (Please attach additional sheet if more space is needed).

Owner's Name: Brittney Williams Title: owner

Percentage of Ownership: 100%

Home Address: 1127 Ocell Springs Rd City: Bennington State: OK Zip Code: 74723

Telephone: 903-818-8776 E-Mail: _____

Owner's Name: _____ Title: _____

Percentage of Ownership: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Please describe how this grant will help your business:

New POS will create bar code and keep inventory.
Cameras will help with safety and theft
Speakers and mic will help with events and boost
in store vibe encouraging fun shopping downtown.
iPad will help with one line response time and
to take pictures of inventory

Please describe assets (hardware, software, technology infrastructure and upgrade, etc.) to be acquired with grant funding and why they are needed for the business:

as a new business this will help save me
time and increase sales while helping
customers see prices easier and help everyone
feel safer.

Small Business Technology Grant Program Application

I. INFORMATION ABOUT THE BUSINESS

Have you previously received a Durant Small Business Grant? Yes ☐ No ☒

Legal Name of Business: Bryant Jiu Jitsu, LLC

Trade Name/DBA Empire Jiu-Jitsu Durant

Legal Entity Structure (Sole Proprietor, LLC, Corporation etc.): Single Member LLC

Is the Business a non-profit? Yes ☐ No ☒

Business Address: 143 W Main St

City: Durant Zip Code: 74701

Mailing Address (if different from physical address): 522 Lake Meadow Loop

City: Durant State: OK Zip Code: 74701

E-Mail: empire-durant@gmail.com

Business Phone: 580-209-2491 Mobile Number: _____

Year Business Established: 2022

Current number of employees: Full-time 1 Part-time _____

Federal ID # 87-466195 NAICS Code _____

Business Website: empirejiujitsudurant.com

Preferred Method of Contact (business, mobile or email): Mobile / Email

Please provide a description of the business and services/products offered:

We are a Brazilian Jiu Jitsu school teaching
the martial art to students

II. BUSINESS OWNER INFORMATION

Please list below business owner (s) information (Please attach additional sheet if more space is needed).

Owner's Name: Kayle Bryant Title: Owner

Percentage of Ownership: 100%

Home Address: 522 Lake monroe Loop Road City: Durant State: OK Zip Code: 74701

Telephone: 580-207-2491 E-Mail: Empire durant@gmail.com

Owner's Name: _____ Title: _____

Percentage of Ownership: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ E-Mail: _____

Please describe how this grant will help your business:

This grant will give me the ability to ~~purchase~~ acquire
the necessary technology to run my business.

Please describe assets (hardware, software, technology infrastructure and upgrade, etc.) to be acquired with grant funding and why they are needed for the business:

I need a check in kiosk, a security system &
a TV to view security footage.



The City of Durant

Memorandum

Date: 8/2/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Discuss, Consider and Possible Action on Property Cleanup at 64 Waldron Drive (DIA-owned)

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/2/2022
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.

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: 8/2/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Action Pursuant to Item 5a.

Council Information / Action Requested

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

ATTACHMENTS: