

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

DURANT CITY COUNCIL

6:00 PM

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

August 9, 2022

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

PRESENTATIONS

1. Retirement and Adoption of K9 Bors

CITIZEN COMMENTS

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

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of July 12, 2022
- b. Consider Approval of Budget Supplement BA22-12
- c. Consider Approval of Budget Supplement BA 22-13
- d. Consider Approval of Mayoral Recommendation for Appointment of Dr. Thomas Newsom to the Planning Commission.
- e. Consider Approval of Mayoral Recommendation for Appointment of Tom Garner to the Cemetery Advisory Board

- f. Consider Approval of Mayoral Recommendations for Appointment to the Senior Citizen Advisory Board
- g. Consider Approval of Mayoral Recommendation for Appointment of Steve Brittingham to the Durant Industrial Authority Board

2. Consider Items Removed from Consent

3. Information Items

- a. Assistant City Manager's Monthly Report - July 2022
- b. City Clerk Monthly Report - July 2022
- c. City Manager Monthly Report - July 2022
- d. Community Development Monthly Report - July 2022
- e. Economic Development Monthly Report - July 2022
- f. Emergency Management Monthly Report - July 2022
- g. Finance Monthly Report -June 2022 & Sales Tax Report - July 2022
- h. Fire Department Monthly Report - July 2022
- i. Grants Department Report - July 2022
- j. Human Resources Monthly Report- July 2022
- k. Library Monthly Report - July 2022
- l. Neighborhood Services Monthly Report - July 2022
- m. Parks and Recreation Monthly Report- July 2022
- n. Police Department Monthly Report - June 2022
- o. Ron Cross Senior Activity Center Monthly Report - July 2022
- p. Street Department Monthly Report - July 2022

4. Administration

- a. Discussion, Consideration, and Possible Action Amending Section 5.4 of the Airport Commercial Lease Agreement
- b. Discussion, Consideration and Possible Action on Award of Bid for Repair and Replacement of the Airport Taxiway Lighting System
- c. Discussion, Consideration and Possible Action on a Final Plat Request for Property Located Near West Main and State Highway 70 (PC2022-18)
- d. Discussion, Consideration and Possible Action on Ordinance O-2022-19, Amending and Updating Sections of Chapter 96, (Animals) of the Code of Ordinances of the City of Durant, Oklahoma
 - (1) Ordinance O-2022-19. Section 1-3.
 - (2) Ordinance O-2022-19. Section 4 (Emergency Clause).

- e. Discussion, Consideration and Possible Action Approving 2nd Amended Resolution 2019-19B Procedures and Functions for the Senior Citizen Advisory Committee
- f. Discussion, Consideration, and Possible Action for Hardware Purchase Order Agreement (C-2021-68 Parts) to Purchase Spare Parts in the Amount of \$191,120 from Baron Weather, Inc. for the C-Doppler Weather Radar System Funded by the Oklahoma State Appropriation EMPG-2021-ARPA-1 (C-2021-68 GC).
- g. Discussion, Consideration, and Possible Action to Approve the Oklahoma Department of Environmental Quality (DEQ) 2023 Reimbursement Contract 103898 (C-2022-55) in the Amount of \$25,000 Funded Through the DEQ Solid Waste Reimbursement Program to Purchase Brush Chipper Equipment

EXECUTIVE SESSION

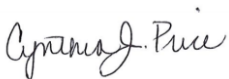
- 1. Consider Executive Session to Discuss the Employment, Demotion, Disciplining, or Resignation of City Manager as Permitted by Title 25, Section 307 B(1) of the Oklahoma State Statutes Allowing Discussion of the Employment of an Individual Salaried Public Officer
- 2. Consider Action Pursuant to Executive Session Item 1
- 3. Consider Executive Session to Discuss the Employment, Hiring, or Appointment of City Manager or Interim City Manager as Permitted by Title 25, Section 307 B(1) of the Oklahoma State Statutes Allowing Discussion of the Employment of an Individual Salaried Public Officer
- 4. Consider Action Pursuant to Executive Session Item 3

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 9th day of November, 2021 and that an agenda of said meeting was posted at the place of such meeting at 11:40 a.m. on the 5th day of August, 2022. An amended agenda was posted at 4:45 p.m. on the 8th day of August, 2022.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: David Houser, Chief
Re: Retirement and Adoption of K9 Bors

The Durant Police Department implemented a K9 Program in 1992 with handler Wayne Timberlake and a Lab Retriever Mix named Ambush. Since that time, the City of Durant has employed eight K9s. Today, we would like to recognize one of those dogs and announce his retirement from the Durant Police Department.

K9 Bors is a 14-year-old German Shepherd from Hungary. He began his career with the Durant Police Department in 2011 and has served the citizens his entire life. Bors is a dual-purpose police service dog trained in both narcotics detection and patrol duties to include criminal apprehension. He has earned the distinction of being named a "million dollar K9" because, over his career, the total amount of narcotics, currency and assets seized totals over one million dollars. In 2015, Bors had a notable assignment in Durant on the protection detail of a visiting United States President. In February 2021, Bors was honored with Congressional Recognition for his outstanding police service. Bors has proven to be an invaluable public relations ambassador in Durant Public Schools, accompanying his handlers on many occasions to speak with children about the police profession.

Bors spent the majority of his time with his partner Shane Walker and, in March of last year, became Mark Idell's new partner. During that transition, Officer Idell comments that when the two became partners, Bors was an old dog well past his prime. Mark says he will never forget the look on the K9 Academy Coordinator's face when he showed up for class as a first time dog handler with a then 12-year-old dog. The coordinator was astonished when, by the end of school, Idell and Bors were out working all the other dog teams who were in their prime. Bors became known as "The Old Man".

Bors has now fully embraced the life of a retiree. He lays around, gets to go inside, chases his ball without having to work to get it, gets treats for no other reason than he wants one and every now and then gets to do bite work with Mark to remind him how big and bad he used to be.

I would like to announce the retirement of Bors. Bors initial partner, Shane Walker has agreed to adopt Bors as Officer Idell's new K9 partner is currently in training.

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of July 12, 2022

Council Information / Action Requested

Approval of Regular Meeting Minutes of July 12, 2022

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

ATTACHMENTS:

1. Durant City Council Minutes 07122022 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 9th day of November, 2021 and that an agenda of said meeting was posted at the place of such meeting at 5:20 p.m. on the 11th day of July, 2022.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
July 12, 2022 AT 6:00 PM, Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma**

CALL TO ORDER

Mayor Grube called the meeting to order at 6:00 p.m.

INVOCATION/FLAG SALUTE

Assistant City Manager James Dalton provided the invocation. Mollie Kashou led the flag salute.

ROLL CALL

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

Absent:
None

PRESENTATIONS

1. Employee Service Awards, 2nd Quarter 2022

5 YEARS

William Watkins (Landfill): Certificate, Pin, \$50

10 YEARS

Pamela Adair (Finance): Certificate, Pin, \$100
Travis Dill (Police Department): Certificate, Pin, \$100
Dennis Taylor (Parks): Certificate, Pin, \$100
Deanna Kuykendall (Utility Billing): Certificate, Pin, \$100

15 YEARS

James (Jay) Lynn (Fire Department): Certificate, Pin, \$150

25 YEARS

David Owens (Parks): Plaque, Certificate, Pin, \$250

30 YEARS

Laura Hider (Police Admin): Plaque, Certificate, Pin, \$300
David Houser (Police Admin): Plaque, Certificate, Pin, \$300

CITIZEN COMMENTS

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Maridell Powell - Abatement lien placed against her property.

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of June 14, 2022
- b. Consider Approval of Budget Supplement BA 22-11

Motion To: Approve Consent Items as Presented.

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. Assistant City Manager's Report - June 2022
- b. City Clerk Report - June 2022
- c. City Manager Monthly Report - June 2022
- d. Community Development Monthly Report - June 2022
- e. Durant Industrial Authority Executive Director Monthly Report - June 2022
- f. Emergency Management Monthly Report - June 2022
- g. Finance Monthly Report - May 2022 & June 2022 Sales Tax Report
- h. Fire Department Monthly Report - June 2022
- i. Grants Department Report - June 2022
- j. Human Resources Monthly Report- June 2022
- k. Library Monthly Report - June 2022
- l. Neighborhood Services Monthly Report - June 2022
- m. Parks and Rec Department Monthly Report - June 2022
- n. Police Department Monthly Report
- o. Ron Cross Senior Activity Center Report - June 2022
- p. Street Department Monthly Report - June 2022

4. Administration

- a. Discussion, Consideration and Possible Action on a Final Plat Request for Property Location Near Main Street and Radio Road (PC2022-17).

Motion To: Approval of Final Plat Request for Property Location Near Main Street and Radio Road

Motion By: Danny Sherrer

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- b. Discussion, Consideration and Possible Action of REVO2022-02 a Request for a Revocable Permit for Property Located Near Main Street and Radio Road.

Motion To: Approve REVO2022-02 Request for a Revocable Permit for Property Located Near Main Street and Radio Road

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- c. Discussion, Consideration and Possible Action on Ordinance O-2022-17, Adding Chapter 114: Film and Video Production to the Durant Code of Ordinances
 - (1) Ordinance O-2022-17. Sections 1-2.
 - (2) Ordinance O-2022-17. Section 3. (Emergency Clause)

Motion To: Approve Ordinance O-2022-17 Adding Chapter 114: Film and Video Production to the Durant Code of Ordinances, Sections 1 and 2, as Presented

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2022-17, Section 3, Emergency Clause

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- d. Discussion, Consideration and Possible Action on Ordinance O-2022-18, Amending Section 93.01 (Adoption of Fire Prevention Code) of the Code of Ordinances of the City of Durant, Oklahoma

- (1) Ordinance O-2022-18. Section 1-3.
- (2) Ordinance O-2022-18. Section 4 (Emergency Clause).

Motion To: Approve Ordinance O-2022-18 Amending and Updating Section 93.01, Adoption of the Fire Prevention Code, of the Durant Code of Ordinances; Providing for Severability, Sections 1 and 2

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2022-18, Section 3, Emergency Clause

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- e. Discussion, Consideration, and Possible Action on an Inter-local Agreement Between the City of Durant, Oklahoma, Durant Emergency Management, Durant 9-1-1 Communications Center, and the Durant Independent School District (C-2022-37)

Motion To: Approve Inter-Local Agreement Between the City of Durant, Oklahoma, Durant Emergency Management, Durant 9-1-1 Communications Center, and the Durant Independent School District (C-2022-37)

Motion By: Curtis Morris

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- f. Discussion, Consideration and Possible Action on the Mutual Aid Agreement Between the City of Durant, Oklahoma and the City of Denison, Texas. (C-2022-38)

Motion To: Approve Mutual Aid Agreement Between the City of Durant, Oklahoma and the City of Denison, Texas (C-2022-38)

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- g. Discussion, Consideration and Possible Action on the Mutual Aid Agreement Between the City of Durant, Oklahoma and the City of Sherman, Texas.(C-2022-39)

Motion To: Approve Mutual Aid Agreement Between the City of Durant, Oklahoma and the City of Sherman, Texas (C-2022-39)

Motion By: Steve Brittingham

Seconded By: Danny Sherrer

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- h. Discussion, Consideration and Possible Action for Schiralli Construction Corporation (DU-20-03) Change Order #2 for a Necessary Road Bore Related to Sewer Improvements on University Boulevard (C-2021-85)

Motion To: Approve Schiralli Construction Corporation (DU-20-03) Change Order #2 for a Necessary Road Bore Related to Sewer Improvements on University Boulevard (C-2021-85)

Motion By: Curtis Morris

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- i. Discussion, Consideration and Possible Action for Core & Main, LP (DU-19-03) Change Order No. 1 for a Contract Amount Decrease Related to the Bureau of Reclamation WaterSMART Water Energy Efficiency Grant Project R19AP00124 for the City-Wide Automated Meter Reading (AMR) Conversion and Advanced Metering Infrastructure Project. (C-2020-18)

Motion To: Approve Core & Main, LP (DU-19-03) Change Order No. 1 for a Contract Amount Decrease Related to the Bureau of Reclamation WaterSMART Water Energy Efficiency Grant Project R19AP00124 for the City-Wide Automated Meter Reading (AMR) Conversion and Advanced Metering Infrastructure Project (C-2020-18)

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- j. Discussion, Consideration and Possible Action on the Local 3061 International Association of Fire Fighters Collective Bargaining Agreement for FY 2022-2023.

Motion To: Approve Agreement Between City of Durant, Oklahoma, Employer, and Local 3061, International Association of Firefighters, Union, AFL-CIO/CLC, Bargaining Agent, Fiscal Year 2022-2023

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- k. Discussion, Consideration and Possible Action on a Contract with Durant Tourism Economic Development Authority (DTEDA) for Beautification Services.

Motion To: Approve Contract for Beautification Services Between Durant Tourism Economic Development Authority and City of Durant (C-2022-43)

Motion By: Danny Sherrer

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- l. Discussion, Consideration and Possible Action on 6th Amended Resolution Establishing Fees and Costs Charged by the City of Durant, Durant City Utilities Authority, and Durant Airport Authority for Durant Services (R-2021-02F)

Motion To: Approve Resolution R-2021-02F Establishing Fees and Costs Charged by the City of Durant, Durant City Utility Authority, and Durant Airport Authority for Durant Services

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

m. New Business

Council Member Brittingham stated he plans on using the city council protocol and add a couple of agenda items to the next available agenda to discuss, consider and take possible action on.

The first one is concerning the city attorney position and move to eliminate the full-time city attorney position saving the city \$131,000.00 and recommend to continue with contractual services which cost an estimated \$50,000.00 - \$60,000.00 a year. The second part of that is to increase the police department's drug enforcement fund which right now sits at a paltry \$2,376.00. Council Member Brittingham stated he thinks that that is unacceptable but obviously we (council) will be able to discuss that at the next item. Council Member Brittingham further stated he is notifying the council that this is going to happen and he will follow with the proper protocol. This is the only opportunity to let everybody know at one time legally stated Council Member Brittingham.

EXECUTIVE SESSION

- 1. Consider Executive Session for Confidential Communication with Attorney Pending Litigation Involving the City of Durant Where Disclosure Will Impair the Ability of the Public Body to Discuss and Analyze the Litigation: City of Durant v. ResourceOne Administrators, Inc., et al. (In the District Court of Tulsa County, Case No. CV-2020-3710); (This Executive Session Authorized by Title 25, Section 307 B(4) of the Oklahoma State Statutes)**

Motion To: Enter Into Executive Session

Motion By: Humphrey Miller

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

2. Consider Action Pursuant to Executive Session Item 1

Motion To: Authorize Staff and Legal Counsel to Continue Litigation Against ResourceOne to Possibly Pursue a Settlement on Issues That Have Happened During the Third Party Administrator Administration With Our Health Insurance Plan

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplement BA22-12

Councilman Brittingham item.

Approval of Budget Supplements BA 22-12
BA0000036:ADJUST LEGAL SERVICES DEPARTMENT PERSONNEL EXPENDITURE

Council Information / Action Requested

Act as the Council deems appropriate on Budget Supplement BA 22-12

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

ATTACHMENTS:

1. BA 22-12-88 Budget Adjustment Register



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT00909 - BA 22-12-88 LEGAL SERVICES PERSONNEL

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000036	Budget 2021-2022	ADJ LEGAL SERVICES PERSONNEL	6/30/2022
Summary Description: ADJUST THE LEGAL SERVICES PERSONNEL			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-004-510-1100	SALARIES AND WAGES	ADJ LEGAL SERVICES PERSONNEL	118,638.00	-118,638.00	0.00
June: -118,638.00					
001-004-510-1200	OVERTIME	ADJ LEGAL SERVICES PERSONNEL	0.00	0.50	0.50
June: 0.50					
001-004-510-1300	UNEMPLOYMENT INSURANCE	ADJ LEGAL SERVICES PERSONNEL	187.00	-187.00	0.00
June: -187.00					
001-004-510-1400	FICA TAXES	ADJ LEGAL SERVICES PERSONNEL	9,667.12	-9,667.12	0.00
June: -9,667.12					
001-004-510-1500	OMRF PENSION CONTRIBUTIONS	ADJ LEGAL SERVICES PERSONNEL	28.11	-28.11	0.00
June: -28.11					
001-004-510-1700	WORKERS' COMPENSATION EXP	ADJ LEGAL SERVICES PERSONNEL	1,800.00	-1,800.00	0.00
June: -1,800.00					
001-019-510-1096	V,S, & H BUYBACK RESERVE	ADJ LEGAL SERVICES PERSONNEL	100,000.00	130,319.73	230,319.73
June: 130,319.73					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2021-2022	Budget 2021-2022	001-004-510-1100	SALARIES AND WAGES	118,638.00	-118,638.00	0.00
		001-004-510-1200	OVERTIME	0.00	0.50	0.50
		001-004-510-1300	UNEMPLOYMENT INSURANCE	187.00	-187.00	0.00
		001-004-510-1400	FICA TAXES	9,667.12	-9,667.12	0.00
		001-004-510-1500	OMRF PENSION CONTRIBUTIONS	28.11	-28.11	0.00
		001-004-510-1700	WORKERS' COMPENSATION EXP	1,800.00	-1,800.00	0.00
		001-019-510-1096	V,S, & H BUYBACK RESERVE	100,000.00	130,319.73	230,319.73
			2021-2022 Total:	230,320.23	0.00	230,320.23
			Grand Total:	230,320.23	0.00	230,320.23

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2021-2022 - Budget 2021-2022 Fiscal: 2021-2022			
001	230,320.23	0.00	230,320.23
Budget Code 2021-2022 Total:	230,320.23	0.00	230,320.23
Grand Total:	230,320.23	0.00	230,320.23



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplement BA 22-13

Council Information / Action Requested

Approval of Budget Supplement BA 22-13 89 to 92
ADJUST OPERATION EXPENSES

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

Approve Budget Supplement BA 22-13

ATTACHMENTS:

1. BA 22-13-89 TO 92 Budget Adjustment Register



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT00911 - BA 22-13-89 TO 92 ADJ OPERATION EXP

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000037	Budget 2021-2022	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & OPEAT.	6/30/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-017-510-1100	SALARIES AND WAGES	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & ...	73,921.60	30,917.00	104,838.60
June:	30,917.00				
001-017-510-1300	UNEMPLOYMENT INSURANCE	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & ...	-58.00	550.00	492.00
June:	550.00				
001-017-510-1400	FICA TAXES	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & ...	5,875.81	2,411.00	8,286.81
June:	2,411.00				
001-017-510-1500	OMRF PENSION CONTRIBUTIONS	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & ...	5,855.81	2,450.00	8,305.81
June:	2,450.00				
001-017-510-1700	WORKERS' COMPENSATION EXP	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & ...	1,500.00	750.00	2,250.00
June:	750.00				
001-017-530-3031	PHONE & TELECOMMUNICATION	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & ...	594.00	823.00	1,417.00
June:	823.00				
001-017-570-7015	PHOTOCOPIES	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & ...	200.00	33.00	233.00
June:	33.00				
001-017-570-7200	TRAINING AND TRAVEL	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & ...	6,000.00	755.00	6,755.00
June:	755.00				
001-019-510-1096	V,S, & H BUYBACK RESERVE	BA22-13-89 ADJ ECON DEV. ADM PERSONNEL & ...	100,000.00	-38,689.00	61,311.00
June:	-38,689.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000038	Budget 2021-2022	BA 22-13-90 AIRPORT OPERAT ADJ	6/30/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
206-000-361-1400	AIRPORT JET FUEL SALES	BA 22-13-90 AIRPORT OPERAT ADJ	-862,000.00	-55,000.00	-917,000.00
June:	-55,000.00				
206-000-361-1500	AIRPORT AV-GAS SALES	BA 22-13-90 AIRPORT OPERAT ADJ	-219,000.00	-5,000.00	-224,000.00
June:	-5,000.00				
206-065-510-1100	SALARIES AND WAGES	BA 22-13-90 AIRPORT OPERAT ADJ	230,245.16	-2,250.00	227,995.16
June:	-2,250.00				
206-065-510-1700	WORKERS' COMPENSATION EXP	BA 22-13-90 AIRPORT OPERAT ADJ	9,000.00	2,250.00	11,250.00
June:	2,250.00				
206-065-530-3033	UTILITIES	BA 22-13-90 AIRPORT OPERAT ADJ	24,000.00	-2,039.00	21,961.00
June:	-2,039.00				
206-065-530-3056	CREDIT CARD EXPENSE	BA 22-13-90 AIRPORT OPERAT ADJ	29,000.00	1,788.00	30,788.00
June:	1,788.00				
206-065-550-5852	FUEL	BA 22-13-90 AIRPORT OPERAT ADJ	5,500.00	251.00	5,751.00
June:	251.00				
206-065-550-5887	AVIATION GASOLINE PURCHASES	BA 22-13-90 AIRPORT OPERAT ADJ	195,000.00	5,000.00	200,000.00
June:	5,000.00				
206-065-560-2204	JET FUEL PURCHASES	BA 22-13-90 AIRPORT OPERAT ADJ	600,000.00	55,000.00	655,000.00
June:	55,000.00				

Budget Adjustment Register

Packet: GLPKT00911 - BA 22-13-89 TO 92 ADJ OPERATION EXP

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000039	Budget 2021-2022	BA 22-13-91 DRUG ENFORCE.	6/30/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
305-000-361-1900	REVENUE FROM FORFEITURES	BA 22-13-91 DRUG ENFORCE.	0.00	-1,555.00	-1,555.00
June:	-1,555.00				
305-005-550-5869	DRUG ENFORCEMENT EXPENSES	BA 22-13-91 DRUG ENFORCE.	0.00	1,555.00	1,555.00
June:	1,555.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000040	Budget 2021-2022	BA 22-13-92 ADJ BA22-11-86 DCUA	6/30/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-030-580-8617	INTEREST/ADMIN. EXPENSE	BA 22-13-92 ADJ BA22-11-86 DCUA	118,688.00	21,915.00	140,603.00
June:	21,915.00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2021-2022	Budget 2021-2022	001-017-510-1100	SALARIES AND WAGES	73,921.60	30,917.00	104,838.60
		001-017-510-1300	UNEMPLOYMENT INSURANCE	-58.00	550.00	492.00
		001-017-510-1400	FICA TAXES	5,875.81	2,411.00	8,286.81
		001-017-510-1500	OMRF PENSION CONTRIBUTIONS	5,855.81	2,450.00	8,305.81
		001-017-510-1700	WORKERS' COMPENSATION EXP	1,500.00	750.00	2,250.00
		001-017-530-3031	PHONE & TELECOMMUNICATION	594.00	823.00	1,417.00
		001-017-570-7015	PHOTOCOPIES	200.00	33.00	233.00
		001-017-570-7200	TRAINING AND TRAVEL	6,000.00	755.00	6,755.00
		001-019-510-1096	V,S, & H BUYBACK RESERVE	100,000.00	-38,689.00	61,311.00
		206-000-361-1400	AIRPORT JET FUEL SALES	-862,000.00	-55,000.00	-917,000.00
		206-000-361-1500	AIRPORT AV-GAS SALES	-219,000.00	-5,000.00	-224,000.00
		206-065-510-1100	SALARIES AND WAGES	230,245.16	-2,250.00	227,995.16
		206-065-510-1700	WORKERS' COMPENSATION EXP	9,000.00	2,250.00	11,250.00
		206-065-530-3033	UTILITIES	24,000.00	-2,039.00	21,961.00
		206-065-530-3056	CREDIT CARD EXPENSE	29,000.00	1,788.00	30,788.00
		206-065-550-5852	FUEL	5,500.00	251.00	5,751.00
		206-065-550-5887	AVIATION GASOLINE PURCHASES	195,000.00	5,000.00	200,000.00
		206-065-560-2204	JET FUEL PURCHASES	600,000.00	55,000.00	655,000.00
		305-000-361-1900	REVENUE FROM FORFEITURES	0.00	-1,555.00	-1,555.00
		305-005-550-5869	DRUG ENFORCEMENT EXPENSES	0.00	1,555.00	1,555.00
		405-030-580-8617	INTEREST/ADMIN. EXPENSE	118,688.00	21,915.00	140,603.00
			2021-2022 Total:	324,322.38	21,915.00	346,237.38
			Grand Total:	324,322.38	21,915.00	346,237.38

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2021-2022 - Budget 2021-2022 Fiscal: 2021-2022			
001	193,889.22	0.00	193,889.22
206	11,745.16	0.00	11,745.16
305	0.00	0.00	0.00
405	118,688.00	21,915.00	140,603.00
Budget Code 2021-2022 Total:	324,322.38	21,915.00	346,237.38
Grand Total:	324,322.38	21,915.00	346,237.38



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Danielle O'Neal
Re: Consider Approval of Mayoral Recommendation for Appointment of Dr. Thomas Newsom to the Planning Commission.

The Planning Commission has had a vacant seat since June, 2022, and this appointment would be for a three-year term that would fill that vacancy.

Mayor Grube recommends Dr. Thomas Newsom to fill the seat vacated by Kevin Keener.

Council Information / Action Requested

Approval of Mayoral Recommendation for the Appointment of Dr. Thomas Newsom to the Planning Commission.

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

City Clerk
Community Development

ATTACHMENTS:

1. Newsom Planning and Zoning



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

Applicant Information

Full Name: Newsom Thomas W Dr. Date: 7-14-2022
Last First M.I. Suffix
Address: 425 W. University Blvd
Street Address Apartment/Unit #
Durant OK 74701
City State ZIP Code
☒ Phone: 972-897-5902 ☒ Email: TNewsom@SE.EDU

Board, Commission, or Committee Appointment Desired: Planning and Zoning

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)
University President with significant Planning and Construction
experience

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board, Commission, or Committee)
Make our city forward and prepared to React to the growth
for our future prosperity

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

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

Do you understand that attendance and active support is required for each appointee? YES ☒ NO ☐

Signature

Signature: [Signature] Date: 7-14-2022

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

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



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Recommendation for Appointment of Tom Garner to the Cemetery Advisory Board

Mr. Garner's application for appointment is attached for your review and consideration. Mayor Grube recommends Mr. Garner for appointment.

Council Information / Action Requested

Approval of Mayoral Appointment of Tom Garner to the Cemetery Advisory Board

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

ATTACHMENTS:

1. Tom Garner - 2022 Highland Cemetery Advisory Board application



City of Durant, OK

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

Applicant Information

Full Name: Garner Tom Date: 07-01-2022
Last First M.I. Suffix

Address: 2922 Meagan Ave.
Street Address Apartment/Unit #

Durant OK 74701-1642
City State ZIP Code

☐ Phone: (580) 775-2601 ☒ Email: garnerhome502@yahoo.com

Board, Commission, or Committee Appointment Desired: Highland Cemetery Advisory Board

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

1986 graduate Dallas Institute of Funeral Service, serving 20 years with James Dalton at Dalton-Holmes Funeral Home as licensed Funeral Director in full and part time capacities.

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

In 1924 our first family member was laid to rest at Highland with many others following. As a cemetery property owner, I hope to contribute to its successful condinuanance.

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

YES
☐

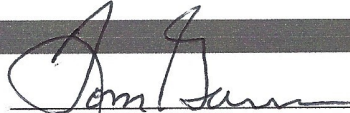
NO
☒

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

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

YES
☒

NO
☐

Signature:  Date: 7-1-2022

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

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300 W. Evergreen, P.O. 578 Durant, OK 74701
Or Fax to (833) 994-0399



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Margret Southerland, Senior Citizen Center Director
Re: Consider Approval of Mayoral Recommendations for Appointment to the Senior Citizen Advisory Board

The Senior Citizen Advisory Committee was formed in 2019. There were no meetings held during the Covid pandemic. When construction of the new senior center was nearing completion, committee members expressed their desire to resume meeting. There were two committee members who no longer held a position (one moved, one resigned) and those positions were still vacant. Due to the lapse in meetings, term limits were not followed pursuant to the by-laws. It was decided to start anew. Committee members appointed back in 2019 and other senior citizens who expressed a desire to serve on the committee were asked to submit an application. There are five applications attached which Mayor Grube has recommended for appointment.

Council Information / Action Requested

Approval of Mayoral Recommendation for Appointment of Pamela Buntz, Gay Cunningham, Theresa Hrcir, Judy Polson and Mark Swearengin to the Senior Citizen Advisory Committee.

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

ATTACHMENTS:

1. Senior Center Advisory Committee Applications (5)



City of Durant, OK

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

Applicant Information

Full Name: Buntz Pamela - Mrs. Date: 7-28-22
Last First M.I. Suffix

Address: 908 Crooked Oak Dr.
Street Address Apartment/Unit #
Durant OK 74701
City State ZIP Code

Phone: 580-920-5803 Email: pamelabuntz@gmail.com
psbuntz@aim.com

Board, Commission, or Committee Appointment Desired: Sr. Citizen Center

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

Taught school for 25 years. Assisted with Senior
citizen activities at my church.

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

I have a love for senior citizens & have
helped with numerous senior citizen trips &
activities at my church & relate well to seniors.

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

YES
☐

NO
☒

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

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

YES
☒

NO
☐

Signature

Signature: Pamela Buntz Date: 7-28-22

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

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



City of Durant, OK

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

Applicant Information

Full Name: Cunningham Gay Date: July 28, 2022
Last First M.I. Suffix

Address: 3039 Quail Ridge Circle
Street Address Apartment/Unit #
Durant OK 74702
City State ZIP Code

☒ Phone: 580-920-3728 ☐ Email: gaycunningham@yahoo.com

Board, Commission, or Committee Appointment Desired: Senior Citizens Advisory Comm.

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

College Degree, Graduate - Library Science

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

This has been a priority for me for 15 yrs.
I'm wanting this to be a place I can enjoy
I want to do anything I can to accomplish that goal.

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

YES
☐

NO
☒

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

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

YES
☐

NO
☐

Signature

Signature: Gay Cunningham Date: 8-1-22

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

This information will become a Public Record.
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300 W. Evergreen, P.O. 578 Durant, OK 74701
Or Fax to (833) 994-0399



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

Applicant Information

Full Name: HRNCIR, THERESA J DR Date: 7/28/2022
Last First M.I. Suffix

Address: 5027 FALCON DRIVE Apartment/Unit # -
Street Address
DURANT OK 74701
City State ZIP Code

☒ Phone: (580) 380-0893 ☒ Email: tjhrncir@gmail.com

Board, Commission, or Committee Appointment Desired: Senior Citizens Advisory Comm.

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

PhD, CPA (retired) deliver meals on wheels,
Rotarian, willingness to serve and help.

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

As listed above, I want to help seniors
in ways that I might wish to be served.

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

YES
☐

NO
☒

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

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

YES
☒

NO
☐

Signature

Signature: Theresa J Hrcir Date: 7/28/2022

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

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



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

Applicant Information

Full Name: Polson Judy G Mrs. Date: 6-28-22
Last First M.I. Suffix

Address: 2802 Chuckwa Drive
Street Address Apartment/Unit #
Durant OK 74701
City State ZIP Code

☒ Phone: 580 916 1847 ☐ Email: wjpolson@yahoo.com
+ text

Board, Commission, or Committee Appointment Desired: Senior Citizens Advisory Committee

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

BA & MEd. in English and a former teacher; however, I
have served seniors in many capacities. At the present
time, I cook, serve and deliver meals from Under His Wings to

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

I have come to love this group of seniors. When my mother
moved to Durant from Texas this group was such a blessing.
I have been in charge of birthday parties for at least 15 years

Have you ever been convicted of a felony, or entered a guilty or no contest plea thereto? each month at the center.

YES
☐

NO
☒

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

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

YES
☒

NO
☐

Signature

Signature: Judy G. Polson Date: 6-28-22

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

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



City of Durant, OK

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

Applicant Information

Full Name: SWEARENGN MARK Date: 7/27/2022
Last First M.I. Suffix
Address: 301 W. MAIN
Street Address Apartment/Unit #
DURANT OK. 74701
City State ZIP Code
☒ Phone: 580-380-3726 ☒ Email: SWEARINOUTLOUD50@GMAIL.COM
Board, Commission, or Committee Appointment Desired: BOARD

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

DEGREE FROM THE UNIVERSITY OF WYOMING, CURRENT
PRESIDENT PEOPLE-FIRST INDUSTRIES, BOARD MEMBER
FIRST TEXOMA, PAST PRESIDENT KINGS DAUGHTERS, DURANT JAYCEES, DURANT
Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board, Commission, or Committee) LIANS CLUB.

I'M A SENIOR WHO WAS PART OF THE ORIGINAL BOARD
THAT BEGAN SEARCHING FOR A NEW SENIOR CENTER.

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

YES
☐

NO
☒

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

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

YES
☒

NO
☐

Signature

Signature: Mark Swearingen Date: 7/27/2022

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

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



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Recommendation for Appointment of Steve Brittingham to the Durant Industrial Authority Board

Mayor Grube recommends the appointment of Steve Brittingham to the Durant Industrial Authority Board.

Council Information / Action Requested

Appointment of Steve Brittingham to the Durant Industrial Authority Board

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: James Dalton, Assistant City Manager
Re: Assistant City Manager's Monthly Report - July 2022

Assistant City Manager's Report - July 2022

Council Information / Action Requested

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

ATTACHMENTS:

1. ACM report - July 2022



THE CITY OF DURANT

Assistant City Manager

TO: Durant City Council
FROM: James Dalton, Assistant City Manager
DATE: August 1, 2022
SUBJECT: Monthly Report for July 2022

Airport

1. Jesse Lewis of Green Oaks Landscaping had completed the drainage project on the 100 LL fuel storage tank at the airport, but it was not what we had discussed with the tank supplier, so Mr. Lewis is adding a concrete inlet to replace a french drain that was not authorized.
2. We are continuing to work with our airport consults, KSA, OAC, and the FAA on developing an Airport Layout Plan with Narrative that will identify future growth at the airport. On August 5, at 3 pm there will be a public meeting showing the progress of the plan.
3. The Strength Analysis Study was completed on the new runaway overlay and addition, taxiway, and apron on May 25-27. KSA has received results on the Pavement Analysis, and our runway strength has increased. The dual wheel weight that is officially published on our Airport FAA form 5010 is 50,000 pounds. Our previous consultant LBR has estimated the dual wheel weight at approximately 92,000 pounds. The results of the pavement analysis is showing the Dual wheel weight at slightly over 100,000 pounds, which is great news. This pavement strength effects whether or not larger aircraft can use the runway on a regular basis. Based on this number, small commercial jets could use this runway. Also with this increase, we will need to complete Phase 2 of the project, which is an Environmental Analysis. The cost of the Environmental Analysis will be \$46,470. The Environmental Analysis looks at the noise impact that larger aircraft could have on the airport area. The price for the Pavement Analysis was \$98,730. It and the Environmental Analysis will both be a 90 / 10 cost share with the FAA paying the 90%. The City's maximum out of pocket cost for both analysis' is \$14,547, and there is money in the Airport Engineering GL for these costs.
4. On April 28, the Airport suffered a significant lightning strike that disabled the taxiway lighting system. We contacted our airport advisor KSA, who contacted Libra Electric Company, an airport electric specialist company to give us an initial report on the severity of the damage and to verify that the damage was a result of lighting. OMAG required this action for us to be able to file an insurance claim. Libra determined that the damage was catastrophic and it was caused by a direct lightning strike to one of the taxiway lights. As a result of their report it was determined that we need to go out for bids to repair the damage. On July 14, we received 4 bids for the project. The lowest bid was \$238,250. Staff will make a recommendation to council at the August meeting to award this bid. That bid amount, plus the KSA Consulting and Engineering fees of \$48,090., makes the total cost of the project \$286,090, which is below the insured amount of \$303,000. Therefore, there will be no need to seek FAA grant funding on this project.

5. The new VirTower software at the airport is working very well. In 14 weeks, it has recorded 13,945 flights. A weekly average of 996 flights. The FAA Terminal Area Forecast, which estimates the number of flights annually at our airport, is 60,500. We expect this number to rise, as this is the slowest time of year for air traffic at our airport. Other estimates indicate that the annual flights could reach 80,000 to 90,000.
6. We are in discussion with SOSU to exchange some parcels of land at the airport that will allow us to add a jet apron and reposition our jet fuel tanks to the south of the existing terminal building. This is part of our Airport Layout Plan future development. We are also looking at improving and possibly adding roads that serve the airport.

Facilities

1. Facilities worker Mark Pierce is continuing to do the building inspections for the City, while we are doing interviews for a permanent Building Inspector.
2. Mark is continuing to coordinate repairs on all existing City Building; which includes coordinating HVAC repairs, irrigation repair at City Hall, and various other smaller projects.

Senior Center

1. The Senior Center opened June 13, and has been well attended. Currently they are averaging 100 for the noon meal, and have numerous other daily or weekly programs.
2. Maggie Southerland continues to tweak small items that may have been overlooked, or need to be added to the center.

9-1-1

1. Currently our staffing includes our 9-1-1 Manager, 4 FTE Dispatchers, 2 Dispatch Supervisors, (who also Dispatch), 1 PTE Dispatcher, and 2 FTE Dispatcher Trainee's. One of the Trainee's is scheduled to finish training and be assigned to a shift in September and the other Trainee will finish training in October and be assigned a shift. In addition, we have 2 applicants that have passed the initial testing and will be interviewed for Trainee positions. Our goal is to be completely staffed (13 positions) and trained by the end of 2022. New Dispatchers and Trainees are continuing their ride-along phase. They ride with Law Enforcement and Fire to help them better understand the challenges faced in the field.
2. We continue to meet on the 2nd and 4th Wednesday's of each month with BCSO, OHP, BCEMS, Durant Fire, 9-1-1, and OHP to discuss the future needs of the 9-1-1 center, along with the conversion to a digital radio format.
3. 9-1-1 has promoted two tenured Dispatchers to Dispatch Supervisors. One Dispatch Supervisor was assigned to evening shift and the other to night shift. These supervisors will help with dispatching, training, and administrative duties on their particular shifts.

Police Department

1. Chief Houser is taking applications, do testing, and reviewing backgrounds for new officers. Currently we have 3 officer vacancies, 5 new officers in FTO, and 1 officer in CLEET.
2. We were notified that we were selected for the License Plate Recognition Grant for cameras and software that will help identify stole vehicles, vehicles that were used in commission of crimes, Amber Alerts, Silver Alerts, and Blue Alerts. The grant will equip 7 patrol vehicles, plus a portable trailered unit. We do not know when the grant will be awarded.
3. Chief Houser applied for an Oklahoma Attorney General Safe Oklahoma Grant that will fund a License Plate Recognition portable trailered unit. No award date announced.

Emergency Management

1. The weather radar project is on track. Funds were received in June for the project. Baron Weather is in the engineering/build process. EM is working on the site preparation, procuring quotes and bids for security fencing, lighting, and utilities. Grants Coordinator Becca Payne is verifying with OEM what procurement documentation is needed and securing purchase orders. Baron has given us a tentative completion date of September 17, 2022. That will not include the generator, which was procured locally and is 40 weeks out.
2. Work continues on the EOC. It has been difficult getting tradesmen to finish the project due to the amount of construction in the area and getting materials for the project. The EOC is waiting on flooring in part of the building, setting some plumbing fixtures, and installing cabinets. There is also a need for additional parking at the EOC, which a portion of was approved in the FY 2022-2023 budget. This project is expected to begin as soon as August.
3. Emergency Management continues working to rewrite and update some Mutual Aid Agreement (MOA's) with Denison and Sherman, Texas, the Chickasaw Nation, and the Choctaw Nation. The Durant ISD mutual aid agreement has been completed.
4. EM along with local, state, federal, and tribal Law Enforcement agencies, Durant Fire, and 9-1-1, have been meeting with Durant ISD to discuss and plan how to prevent and respond to mass causality incidents involving the school district. Another meeting is set for August 13.
5. EM and local First Responders have started meeting again with our counterparts in Denison and Sherman, Texas. The group, known as TMAG (Texoma Mutual Aid Group) was active for many years, but due to COVID and a change in many of the leadership positions had stopped meeting. This group will meet monthly to discuss how to better respond to large incidents on both side of the river. The next meeting is August 24, in Denison.
6. EM has ordered a new ¾ ton pickup that will replace a 2008 Chevy Suburban with over 150,000 miles on it. The vehicle is scheduled to be received in November of 2022. The 2008 vehicle will be used as a backup vehicle.

Fire Department

1. DFD is replacing their old radios with digital capable radios. Our goal was to go to the digital radios later this year. The digital radios have improved clarity and range. The truck radios have arrived, but the handhelds are **STILL** back ordered.
2. Chief Langford and Becca Payne have submitted the 2022 AFG grant. DFD is asking for new SCBA's (Self Contained Breathing Apparatus). Our current SCBA's must be replaced in 2023, regardless if we receive the grant or not. There is NO other update.
3. Chief Langford, Chief Houser, EM, and I continue meeting every two weeks to enhance our response plan in the event of a weather or catastrophic event. For the last few weeks, we have been meeting on a regular basis with Durant ISD and reviewing their Emergency Plans, specifically as it pertains to a shooter on campus. This has been a combined effort with all local law enforcement, Emergency Management, the Choctaw Nation, the FBI, OSBI, and the University. We will continue to work on this project.
4. DFD has a new brush truck ordered, but we have still not received word from Ford when the cab and chassis will arrive. This truck will replace a 1999 truck, which will not stay in service.
5. Chief Langford has ordered a new fire engine that will replace Engine 3 (formerly R-1), which is 20 years old. This engine is on DFD's capital improvement funding for 2023. Estimated delivery of the new engine is April 2023. The old engine will remain as a backup.

James Dalton



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: City Clerk Monthly Report - July 2022

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. CITY CLERK REPORT - JULY 2022

CITY CLERK MONTHLY INFORMATION REPORT

AUGUST 9, 2022

MUNICIPAL COURT -

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

SPECIAL EVENT PERMIT APPLICATIONS -

There was three (3) Special Event Permit Application received in July 2022.

Events Held in City of Durant in July 2022:

Magnolia Farmers Market – July 2, 9, 16, 23, 30, 2022;

Magnolia Bike Tour – July 9, 2022;

Heat Wave Festival – July 16, 2022;

2nd Annual Jarid Taylor Memorial 5K and Fun Run – July 30, 2022.

Events To Be Held in City of Durant in August 2022:

Magnolia Farmers Market – August 6, 13, 20, 27, 2022;

Bryan County Back 2 School Bash – August 6, 2022;

Family Fun Day – August 13, 2022;

Boys and Girls Club Color Run – August 27, 2022

RECORD REQUESTS -

There were seven (7) record requests received and processed in July 2022.

CEMETERY ADMINISTRATION/3B GRAVE SERVICE –

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

The Historical District has become the new preferred setting for families seeking to purchase cemetery plots. As the cemetery administrator, I appreciate the renewed interest in that area of the cemetery and the ability to offer this option to the community.

If you have left floral arrangements/decorations on a gravesite that are now out of season or deteriorated, please take a few minutes to clear them away. There is a dumpster in front of the maintenance building as you exit the cemetery on Drive 2. The mowing crew is not responsible for removing deteriorated floral arrangements or out of season decorations. Grass/weeds will eventually grow around and through the arrangements/decorations and attract fire ant mounds which will eventually take over the area if given the opportunity.

A dumpster has been placed in front of the cemetery maintenance building as a courtesy for visitors to place old flowers or deteriorated grave decorations. Visitors are respectfully requested not to place these items on the roadside within the cemetery. The city sanitation trucks do not travel up and down the roads within the cemetery. Please stop by the dumpster provided as you exit the cemetery and dispose of these items at that location. Your cooperation in this effort is greatly appreciated and contributes to the overall appearance of the cemetery grounds for the benefit of all families, friends and loved ones who enter its gates.

BIDS -

Bids processed in July 2022:

Taxiway Electrical Improvements – Deadline July 7, 2022, To Be Awarded August 9, 2022

Abatement Bids (2 Properties) – Awarded July 26, 2022

Abatement Bids (3 Properties) – Awarded July 19, 2022

Abatement Bids (3 Properties) – Awarded July 7, 2022

Abatement Bids (2 Properties) – Awarded July 6, 2022

Open Ended:

Call Service Providers for Health Nuisance Abatements

BOARD SECRETARY -

I served functions of the secretary for the following council, authorities, and advisory boards in the month of July 2022:

Durant City Council;

Durant City Utility Authority;

Durant Airport Authority;

Durant Development Authority;

CITY OF DURANT MUNICIPAL COURT

2022	Total Violations Issued			Total Cases Heard By Judge			Warrants Issued			Warrants Cleared		
Jan	265	20	39	202	13	10	118	17	20	147	21	16
Feb	323	33	36	178	10	19	139	18	35	135	20	24
Mar	261	32	44	247	17	29	291	37	59	161	19	33
Apr	279	28	32	174	15	13	212	26	34	179	27	29
May	389	35	35	181	10	18	228	30	26	257	20	39
Jun	367	35	37	245	17	16	302	54	52	275	45	50
Jul	190	19	8	143	13	16	147	13	25	158	18	26
Aug												
Sep												
Oct												
Nov												
Dec												
	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance

2022	Transfer to County			Uncollectable Fees & Fines			Fine Suspended		
Jan	0	0	0	10	5	4	5	0	1
Feb	0	0	0	4	1	0	7	0	3
Mar	0	0	0	0	0	0	6	2	8
Apr	0	0	0	0	0	0	7	9	3
May	0	0	0	0	0	0	25	3	9
Jun	0	0	0	0	2	1	48	4	5
Jul	0	0	0	0	0	0	47	10	12
Aug									
Sep									
Oct									
Nov									
Dec									
	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance

CITY OF DURANT MUNICIPAL COURT

DISMISSED CASES												
2022	Prosecutor's Motion			Completed Deferred			Dismissed by Complainant			Presented Insurance		
Jan	2	0	0	7	0	0	0	0	0	0	0	0
Feb	0	0	0	0	0	0	0	0	0	0	0	0
Mar	1	0	0	41	1	3	0	0	0	0	0	0
Apr	2	0	0	10	1	2	0	0	0	0	0	0
May	0	0	0	28	2	2	0	0	0	0	0	0
Jun	0	0	0	9	0	1	0	0	0	0	0	0
Jul	0	0	0	12	0	0	0	0	0	0	0	0
Aug												
Sep												
Oct												
Nov												
Dec												
	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance

2022	Dismissed by Judge's Order			Dismissed Compliance		
Jan	33	1	5	0	0	0
Feb	26	7	9	0	0	0
Mar	23	4	3	0	0	0
Apr	17	0	3	0	0	0
May	33	2	1	0	0	0
Jun	38	3	4	0	0	0
Jul	17	0	1	0	0	0
Aug						
Sep						
Oct						
Nov						
Dec						
	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance

PERDUE LAW FIRM COLLECTION REPORT

2022	Letters	Address Correction	Phone Number Changes	Phone Contacts	New Accounts	New Accounts Total	Amount Collected
Jan	1,274	32	20	645	81	\$12,103.75	\$11,454.15
Feb	23	33	0	224	0	\$0.00	\$2,473.00
Mar	277	25	98	0	283	\$55,677.43	\$25,001.95
April	116	91	90	253	246	\$59,999.60	\$469.20
May	187	345	59	617	244	\$43,326.33	\$12,041.70
June	449	60	60	694	277	\$57,442.60	\$30,154.64
July	765	50	61	734	200	\$38,947.45	\$17,537.78
Aug							
Sept							
Oct							
Nov							
Dec							

2022	Adjustment Total Disposed	Adjustment Amount Disposed	Discharged Case at Court Total	Discharged Case at Court Amount Total	Amount Outstanding
Jan	152	\$18,314.88	8	\$3,352.50	\$1,111,106.01
Feb	0	\$0.00	5	\$1,556.25	\$1,106,785.76
Mar	167	\$14,899.65	0	0	\$1,122,561.59
April	28	\$1,201.75	2	\$522.00	\$1,180,328.24
May	151	\$17,244.10	4	\$1,174.00	\$1,193,194.77
June	297	\$30,210.92	4	\$1,593.50	\$1,188,678.31
July	112	\$9,598.87	15	\$4,701.00	\$1,220,308.01
Aug					
Sept					
Oct					
Nov					
Dec					

**2022 GRAVE OPENINGS/CLOSINGS
HIGHLAND CEMETERY**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
17												
16												
15												
14												
13												
12												
11												
10												
9												
8												
7												
6												
5												
4												
3												
2												
1												

 CASKET
 CREMAINS

2022 CEMETERY SALES
HIGHLAND CEMETERY

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
18												
17												
16												
15												
14												
13												
12												
11												
10												
9												
8												
7												
6												
5												
4												
3												
2												
1												

**2022 CEMETERY PRIVATE SALES
HIGHLAND CEMETERY**

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
12												
11												
10												
9												
8												
7												
6												
5												
4												
3												
2												
1												



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: John Dean, City Manager
Re: City Manager Monthly Report - July 2022

Council Information / Action Requested

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

ATTACHMENTS:

1. City Manager Monthly Report - July 2022



City of Durant

300 West Evergreen St
Durant, OK 74701

August 03, 2022

Mayor Grube and members of the City Council:

July, 2022 City Manager Monthly Report

- Weather Radar project:
 - Continued to move forward on schedule.
- University project made slow progress.
 - Grade work continued
 - Drainage work continued
 - Sewer line work continued
 - Slowed by the need to bore under Radio Road to keep the street open
- Airport
 - Taxiway lighting project bids received.
 - Airport Layout Plan development continued.
 - Additional Airport parking project underway
 - Continued to work on land swap with SOSU
- Staff is continuing work to complete the purchase of property to realign Waldron Rd.
- Unity Statue base work made significant progress in the rock.
- Met with several residents on issues or concerns.
- Pipeline Analysis continued work on the sewer line assessment.
 - 70% complete as of July 31, 2022
- Worked with ODOT and SOSU regarding the Rails to Trails project.
 - ODOT informed staff that additional funding through another grant might be available.
Staff is researching.
- Worked extra haul and began researching options to better handle extra haul due to the ODEQ regulations at the Landfill
- Began researching options to boost water pressure along Rodeo Road
- Met with ODOT
 - ODOT is looking at ways to have the signage be less confusing in the north bound right turn lane at the intersection near the new Loves
 - Discussed the on and off ramps at 69/75 and Main – ODOT will look at making improvements and better striping at those locations.
 - 69/75 overpasses of Main and Arkansas are scheduled to be replaced in 2027
 - ODOT is developing a plan to clear the wooded areas along the overpasses of Main and Arkansas
 - Discussed ODOT mill and overlay of 1st Avenue. They are looking at an area from University to around Sonic. The project is too large for the ODOT crew to complete
- ODOT will be building a new facility out off of Hwy 70 on the east side of the City and are considering giving the old yard area to the City

- Met with Brandy O’Quinn (Blue Zones) and received the Safe Routes To Schools Master Plan that Blue Zones had prepared
- Attended City Management Association of Oklahoma Conference
- Interest arbitrator selected regarding the 2022-2023 FOP CBA.
 - We continue to work toward an agreement.
- Discussed adding directional signage to downtown on 9th Avenue with DTEDA members
- Parks began to maintain the Main Street & 69/75 area
- RWD #5 is in the process of reviewing the Water Purchase Contract amendment we provided
- Continue to work on Capital Purchases as approved in the Budget. Most vehicles have significant wait times on availability. A number of items have significantly increased in price due to the current inflation.
- Received Ward boundary map from OU with potential Ward boundary changes based on the 2020 Census data
 - Staff is reviewing the map.
 - Ward boundary review is required after the Census in accordance with Title 11.
 - This information will be presented for review and consideration.
- Held public meeting on Main Street improvements
- The Street Striping contractor delayed the striping project until August
- Researching the possibility of reducing the speed limit on West Main Street between the Hwy 70 Intersection (new Loves) and University Place
 - Working with ODOT because “streets and highways within the corporate limits which have been constructed or reconstructed with state or federal funds, local authorities shall have joint authority with the Transportation Commission to establish or alter speed limits” Title 47 Section 11-803.3.D.

Respectfully Submitted,

John R Dean, Jr.

John R. Dean, Jr., City Manager



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Danielle O'Neal
Re: Community Development Monthly Report - July 2022

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

- A Municipal Planning Commission meeting was held in July where two cases were heard. The applicant withdrew one case, and the other was for a final plat, which was recommended for approval. This case was heard at the regular City Council meeting in July. For the August Planning Commission meeting, there is one item on the agenda, which is for a final plat. Several cases are in various stages of being prepared for Planning Commission and City Council.
- The Board of Adjustment held a regular meeting in July for a variance pertaining to setback requirements. The Planning Commission and City Council heard this case in July for the final plat. The Board of Adjustment did grant the variance with the contingency that the largest building that would be built on the lot would be 3,500 sq. ft. There are currently no applications on file for the month of August. There is an application that is in the process, but it is not currently scheduled for a meeting date.
- Staff met with citizens and developers to discuss various projects and/or issues they may have. Staff held several pre-development meetings for various projects.
- Staff worked on researching and updating the animal ordinance and talked with the Durant FFA instructor.
- Staff held several meetings with staff regarding upcoming projects. Staff remains working with Economic Development on several projects.
- Staff worked on updating a couple of ordinances as well as working to continue to improve our processes for various applications.
- Staff spoke at the Rotary Club about ongoing projects and various information about Community Development.
- Staff attended the Leadership Durant Class of 2021-22 Graduation. Staff also attended the Oklahoma Flood Plan webinar and visited with staff as to how we would be submitting projects and information for that project.
- Staff continues training and working on many different items to help the department improve on all aspects that will help streamline some processes and make things better for both citizens and staff.
- Staff remains examining and working through some ordinance or policy issues that we are facing.

Council Information / Action Requested

None.

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

None.

ATTACHMENTS:

1. Community Development Monthly Report 2022 - July 2022
2. BP Valuation Report

The City of Durant

Office of Community Development

Monthly Activity Report, July 2022
Community Development Department

1. Permits Issued		3. Licenses Issued	
Accessory	1	Electrical	5
Commercial (New & Remodel)	2	Mechanical	6
Demolition	0	Plumbing	3
Excavation	0	Roofing	5
Electrical	4	Alcohol	2
Mechanical	3	Farmers Market	1
Plumbing	1	Food Truck	1
Residential (New & Remodel)	3	Garage Sale	31
Roof	5	Pawn Shop	0
Sign	6	Total	54
Swimming Pool	0		
Total	25	4. Letters Mailed	
		Public Hearings	41
2. Public Hearings		Other	0
Board of Adjustment	1	Total	41
Planning Commission	2		
City Council	0		
Administrative Items (PC & Council)	4		
Total	7		

8/01/2022 10:30 AM
PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 7/01/2022 THRU 7/31/2022
ISSUED DATES: 7/01/2022 THRU 7/31/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT VALUATION AND FEE REPORT

PAGE: 1

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
032690	7/05/2022	THE SIGN DEPOT	698 WESTSIDE DR 106	OWNER	NEW WALL SIGN PERMIT	SIGN
032691	7/05/2022	TEXOMA MAINTENANCE	2813 W UNIVERSITY	OWNER	HVAC CHANGE OUT	MECH
032692	7/06/2022	WINGFIELD, KELLY	4407 W MAIN ST	OWNER	NEW WALL SIGN PERMIT	SIGN
032693	7/08/2022	CRAWFORD ELECTRIC PROPERTIE	100 WALDRON DR	OWNER	CHANGE OUT MAIN BREAKER	ELEC
032694	7/08/2022	THE SIGN DEPOT	1327 N 16TH AVE	OWNER	NEW WALL SIGN PERMIT	SIGN
032695	7/08/2022	SHINE SOLAR LLC	202 E FLORIDA ST	OWNER	SOLAR PANEL PERMIT	ELEC
032696	7/08/2022	SBA	27 W ARKANSAS ST	OWNER	CELL TOWER UPGRADE	COMM BLDG
032697	7/11/2022	ALLISON CONSTRUCTION	323 S 5TH AVE	OWNER	NEW DUPLEX PERMIT	RES BLDG
032698	7/11/2022	ALLISON CONSTRUCTION	325 S 5TH AVE	OWNER	NEW DUPLEX PERMIT	RES BLDG
032699	7/12/2022	THE SIGN DEPOT	1800 W UNIVERSITY BLVD	OWNER	SIGN MODIFICATION PERMIT	SIGN
032700	7/12/2022	BARNETT SIGNS	2801 UNIVERSITY BLVD	OWNER	(2) SIGN MODS & (1) NEW SI SIGN	
032701	7/13/2022	BT XTERIORS LLC	312 WESTSIDE DR	OWNER	NEW ROOF PERMIT	ROOF
032702	7/13/2022	THE SIGN DEPOT	215 N 3RD AVE	OWNER	NEW WALL SIGN PERMIT	SIGN
032703	7/13/2022	GET ROOFED	607 W ELM ST	OWNER	NEW ROOF PERMIT	ROOF
032704	7/13/2022	STANDARD ROOFING & CONTRACT	1603 N 6TH AVE APTS	OWNER	NEW ROOF PERMIT	ROOF
032705	7/15/2022	FOSSIL RIDGE ROOFING & CONS	159 MADISON ST	OWNER	ROOF PERMIT	ROOF
032706	7/15/2022	ALL SEASONS HVAC SERVICES	1116 UNIVERSITY BLVD	OWNER	HVAC CHANGE OUT	MECH
032707	7/19/2022	ALL SEASON CONSTRUCTION	120 N 3RD AVE	OWNER	COMMERCIAL ROOF PERMIT	ROOF
032708	7/25/2022	WILKEY PLUMBING	104 WALDRON DR	OWNER	GAS PRESSURE TEST	PLUMB
032709	7/26/2022	ADVANCED COOLING	101 WALDRON	OWNER	NEW MECHANICAL PERMIT	MECH
032710	7/26/2022	PLYLER CONSTRUCTION CO	1915 HWY 70 W	OWNER	PH II ADD ONS XRAY/SPICE RO	COMM BLDG
032711	7/26/2022	LGD PROPERTIES	104 MEADOWLARK LN	OWNER	NEW HOME PERMIT	RES BLDG
032712	7/27/2022	INFINITY CARPORTS	5023 FALCON DR	OWNER	RV STORAGE COVER	ACC
032713	7/29/2022	PRUITT, JAYSON	1102 GRAND AVE	OWNER	TPOLE PERMIT	ELEC

08/01/2022 10:30 AM
PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 7/01/2022 THRU 7/31/2022
ISSUED DATES: 7/01/2022 THRU 7/31/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT VALUATION AND FEE REPORT

PAGE: 2

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
032714	7/29/2022	GASTON, ADAM C	1321 N 2ND AVE	OWNER	REPLACE METER BASE & MAST	ELEC
*** TOTALS ***		NUMBER OF PROJECTS:	25	VALUATION:	3,166,120.39	FEES: 14,882.75

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 7/01/2022 THRU 7/31/2022
ISSUED DATES: 7/01/2022 THRU 7/31/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
ACC - ACCESSORY PERMIT	1	6,089.00	133.00
BLDG - NEW BUILDING PERMIT	5	2,965,000.00	5,747.15
ELEC - NEW ELECTRIC PERMIT	8	32,608.00	1,564.45
FPM - FLOOD PLAIN MANAGEMENT	2	0.00	208.00
MECH - NEW MECHANICAL PERMIT	7	7,700.00	4,033.70
PLUMB - NEW PLUMBING PERMIT	5	0.00	1,402.45
ROOF - ROOF PERMIT	5	147,280.00	545.00
SIGN - SIGN PERMIT	6	7,443.39	1,249.00
*** TOTALS ***	39	3,166,120.39	14,882.75

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 7/01/2022 THRU 7/31/2022
ISSUED DATES: 7/01/2022 THRU 7/31/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
-----	-----	-----	-----	-----
ACCS - ACCESSORY STRUCTURES	1	1	6,089.00	133.00
CA - COMMERCIAL ALTERATION	6	9	2,565,100.00	9,309.25
ROOF - ROOFING	5	5	147,280.00	545.00
SFR - SINGLE FAMILY RESIDENTIAL	3	14	400,000.00	3,430.50
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	4	4	40,208.00	216.00
SIGN - SIGN PERMIT	6	6	7,443.39	1,249.00
*** TOTALS ***	25	39	3,166,120.39	14,882.75

SELECTION CRITERIA

REPORT SELECTION

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

PROJECT DATES

APPLIED RANGE FROM: 07/01/2022 THROUGH 07/31/2022
ISSUED RANGE FROM: 07/01/2022 THROUGH 07/31/2022
USE SEGMENT DATES: NO
EXPIRE RANGE FROM: 00/00/0000 THROUGH 99/99/9999
USE SEGMENT DATES: NO

PRINT OPTIONS

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

*** END OF REPORT ***



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Economic Development Monthly Report - July 2022

Council Information / Action Requested

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

ATTACHMENTS:

1. Economic Development Monthly Report - July 2022

Monthly Economic Development Report

July 2022

To: Mayor and Council Members

From: Lisa Taylor, Director

Date: August 1, 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: 8/9/2022
To: Mayor and City Council
From: Ken Eppler, Director
Re: Emergency Management Monthly Report - July 2022

Emergency Management Monthly Report - July 2022

Council Information / Action Requested

None

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

None

ATTACHMENTS:

1. Monthly EM Report July 2022-Council



TO: Mayor, City Council

FROM: Kenneth Eppler, Emergency Management Director

DATE: August 1, 2022

SUBJECT: Monthly Report for July 2022

Payment for Q3 EMPG in the amount of \$10,000 has been received.

We performed the Monthly Outdoor Warning Siren test on July 7th. One siren out of the 19 sirens in the City did not work properly. Work continues on this siren as it has a damaged radio and this radio is no longer in production.

July 1- Worked on monthly reports. Prepared Mutual Aid Agreements between The City of Durant and the cities of Sherman and Denison.

July 4- Holiday

July 5- Continued work on Mutual Aid Agreements. Replaced broken antenna on tower at the EOC.

July 6- Replaced batteries in siren. Conducted monthly HF radio check-in with the State EOC. Replaced antenna on Fairgrounds siren. Participated in Public Safety meeting at City Hall. Participated in 911 Communications meeting at City Hall.

July 7- Performed monthly Outdoor Warning Siren test.

July 8- Worked on siren.

July 11- Cleaned EOC and performed vehicle maintenance.

July 12- Worked on utility customer database. Downloaded State Contract pricing for new vehicles and reviewed options for a new truck for the EOC. Attended monthly City Council meeting at City Hall.

July 13- Arranged purchase order for a service agreement for one year for our hydrochlorous sanitizer solution generator. State OEM will reimburse the City for the cost of the service contract. We have sent OEM the documents, which are necessary for reimbursement.

July 18- Contacted Sherman Emergency Manager about Mutual Aid agreement. Spoke with ESRI regarding a GIS solution for search and rescue operations.

July 19- Took photos of volunteers and sent them to IT for door entry badges for the EOC. Participated in CivicReady webinar regarding new features.

July 20- Worked siren. Performed weekly HF radio check-in with the State EOC.

July 21 – Ran generators and small engines.

July 22- Prepared surplus items for upcoming online auction.

July 25- Worked on siren. Continued auction item preparation. Continued work on new truck purchase. Attended webinar regarding OWRB grant opportunities for flood mitigation projects.

July 26- Completed new truck purchase and provided the purchase order to the vendor. Truck may arrive in October or November. Worked on radio programming.

July 27- Spoke with Denison Fire Department about providing venue for next TMAG meeting on August 24th. Spoke with NWS Norman regarding questions about RADAR project and data.

July 28- Installed a higher gain antenna at the EOC. Participated in Staff Meeting at City Hall. Met with Community Development regarding possible flood mitigation projects for OWRB grant proposals.

July 29- Met with Sherman Emergency Manager and delivered Mutual Aid Agreement for their approval.

Kenneth Eppler, Director



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Finance Monthly Report -June 2022 & Sales Tax Report - July 2022

June 2022
General Fund (001)
Capital Improvements Fund (015)
DCUA Fund (405)
AND
July 2022
Sales Tax Breakdown
1% Sales Tax 10-Year Sheet and Average Chart

Council Information / Action Requested

Information Only

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

ATTACHMENTS:

1. JUNE 2022 General Fund (001) Revenue & Expense Report
2. JUNE 2022 CI REV and Expenses
3. JUNE 2022 DCUA Revenue & Expense Report
4. July 2022 Sales Tax Breakdown
5. July 2022 1% Sales Tax Monthly Average
6. July 2022 10-Y 1% Sales Tax

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
JUNE 2022 - 100% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY21/22 Budget	% of Budget Y-T-D
Sales Tax (2%)	806,990	9,560,609	8,151,840	117.28%
Use Tax	197,935	2,429,188	1,728,000	140.58%
Alcoholic Beverage Tax	20,368	208,205	200,000	104.10%
Tobacco Excise Tax	13,484	168,470	180,000	93.59%
Telephone Franchise Tax	5	21,676	13,500	160.56%
Electric Service Franchise Tax	88,671	1,092,424	860,000	127.03%
Natural Gas Franchise Tax	4,954	74,481	60,000	124.14%
Cable TV Service Franchise Tax	-	162,013	71,000	228.19%
Vehicle Tax	11,589	147,309	131,000	112.45%
Gasoline Excise Tax	-	20,291	40,000	50.73%
Licenses - All Types	21,600	66,250	151,000	43.87%
Permits - All Types	39,167	290,066	277,500	104.53%
Swimming Pool Revenues	39,451	86,523	68,750	125.85%
Library Café Revenues	373	3,116	2,500	124.62%
Charges For Services	2,123	49,409	33,850	145.97%
Police Bonds & Fines	54,046	500,688	434,000	115.37%
Interest Earnings	2,212	19,614	18,000	108.96%
Proceeds From Sale of Assets	-	-	-	
Grant Revenues	4,609	77,480	146,080	53.04%
Miscellaneous Revenues	6,042	231,616	224,853	103.01%
Sub-Total Revenues	1,313,619	15,209,426	12,791,873	118.90%
Transfer from Emp Insurance	-	107,500	389,400	%
Transfer from Utility Authority	279,605	4,355,261	4,355,261	100.00%
Transfer from CDBG Fund (Reimb)	-	-	-	
Transfer from Capital Improvement	-	225,000	225,000	
Transfer From DCFA Reimbur	26,743	320,912	320,912	
	306,348	5,008,673	5,290,573	94.67%
USE OF FUND BALANCE			3,662,229	
Total Revenues & Other Financing Sources	1,619,967	20,218,099	21,744,675	92.98%
Department:	This Period	Year-To-Date	Current FY21/22 Budget	% of Budget Y-T-D
City Administration	55,905	726,012	736,447	98.58%
City Clerk	9,379	104,747	113,569	92.23%
City Treasurer	32,511	389,952	395,374	98.63%
Legal Services - Attorney	-	3,263	230,320	1.42%
Law Enforcement - Police Dept	390,973	5,112,393	5,372,663	95.16%
Neighborhood Services	34,133	367,780	440,325	83.52%
Fire Dept	281,557	3,713,609	3,861,415	96.17%
Parks, Rec & General Services	90,052	841,145	957,518	87.85%
Swimming Pool	25,263	124,079	164,812	75.29%
Municipal Court	5,196	108,882	182,504	59.66%
Community Development	32,756	292,534	321,644	90.95%
Public Library	63,272	765,879	785,662	97.48%
Street Department	206,892	1,057,121	1,620,024	65.25%
Economic Development	12,774	219,629	217,115	101.16%
Civil Emergency Management	28,408	337,423	352,896	95.62%
General Government	47,913	463,999	823,555	56.34%
City Garage	26,663	186,522	355,669	52.44%
Senior Citizens Center	10,310	107,271	178,803	59.99%
Sub-Total Operating Expenditures	1,353,956	14,922,240	17,110,316	87.21%
Other Financing Uses:				
P. TRSF to I.T. service Fund	-	6,000	6,000	
Transfer to Insurance Cash Fund	-	138,612	138,612	100.00%
Transfer to Risk MGMT Fund	-	188,350	188,350	100.00%
Transfer to Airport Authority	15,786	190,831	190,831	100.00%
Transfer to 911 Tax Fund	45,905	561,260	577,630	97.17%
Transfer to DMSC Fund	26,743	322,712	342,247	94.29%
Transfer to Capital Impr. Fund	83,333	3,017,500	3,017,500	100.00%
Transfer to Cemetery Operations Fund	7,966	95,590	95,590	100.00%
Transfer to DCUA Fund	-	77,600	77,600	100.00%
Sub-Total Transfers Out	179,733	4,598,455	4,634,360	99.23%
Total Expenditures & Other Financing Sources	1,533,688	19,520,695	21,744,676	89.77%
Net Gain / (Loss) - Excluding Balance Forward	86,279	697,404	(0)	

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report JUNE 30, 2022

Revenue Type:	This Period	Year-To-Date	Current FY21/22 Budget
Interest Earnings	1,855	11,488	5,000
Miscellaneous	-	262,568	259,018
CCPF Donation	-	285,200	200,000
FAA Grant	-	70,275	222,340
ODOT Streetscape V Grant	-	-	399,968
Homeland Security Grant	1,600,000	1,600,000	1,600,000
OPJ-BVP Bullet Proof Vest	-	-	6,000
2021 ARPA Grant	-	1,630,669	3,261,338
OWBR Loan Proceeds	-	-	2,470,686
Grant-2019 BOR-WEEG	-	779	178,031
Grant-2018 BOR-SWEP	-	-	-
FY17 Land and Water Grant CA Park	-	-	-
OEM/911 MNGMNT AUTH GRANT	-	225,345	225,344
DOT REIMB. 78S UTILITY RE	-	138,416	138,416
EDA 08-01-05284 WWTP IMP 69%	-	990,529	1,406,534
County Fire Tax Fund	-	-	-
Sub-Total Revenues	1,601,855	5,215,270	10,372,675
TRSF From General Fund	83,333	3,017,500	3,017,500
TRSF From 1% S.T. Rev. Fun	181,886	2,120,997	1,416,612
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	-	-	10,000
TRSF FR DCUASF 12-STRN 210	-	-	-
Transfer from UA 2020 STRN 210-052	-	-	10,280,066
Transfer from 2020 CWSRF 210-053	-	-	12,670,800
Equipment Financing	-	-	520,566
TRSF From DCFA Fund-Misc	-	-	-
Sub-Total Transfers In	265,220	5,138,497	27,915,544
Balance Forward from FY20 (Unaudited)			1,575,269
Total Revenue & Other Financing Sources	1,867,074	10,353,767	39,863,488

Expenditure Type:	This Period	Year-To-Date	Current FY21/22 Budget
Law Enforcement - Police Dept	-	392,973	519,908
Neighborhood Services	-	85,720	191,618
Communication Ctr.	-	123,694	598,240
Fire Dept	49,985	177,116	346,418
Parks, Rec, & Gen Services	-	89,682	320,385
Community Development	-	-	25,000
Street	-	272,548	2,888,439
Economic Development	-	-	-
Civil Emergency Management	4,214	428,851	1,790,028
General Government	30,034	636,098	3,377,588
Information Technology	7,767	108,536	185,635
City Garage	-	13,462	70,000
Senior Citizens Center	2,000	427,646	435,975
Public Works Administration	-	44,466	64,192
Water / Sewer Line Maintenance	202,355	755,538	4,097,473
Water Treatment Plant	9,284	59,457	424,877
Wastewater Treatment Plant	1,500	829,967	1,088,293
Collection-Solid Waste	-	-	50,000
Disposal- Solid Waste	-	507,268	538,791
Eaker Field Airport	10,305	158,848	278,220
Sub-Total Expenditures	317,444	5,111,868	17,291,080
Sub-total of Transfer Expenses	-	-	-
Total Expenses	317,444	5,111,868	17,291,080
2020 U.S.S.T.R.N. Exp.	417,943	1,609,280	9,901,608
2020 CWSRF Exp.	-	139,567	12,670,800
Total Fund Expenditures	735,387	6,860,715	39,863,488
Net Gain / (Loss) - Excluding Balance Forward	1,131,688	3,493,052	0

Durant City Utilities Authority Fund 405 - Unaudited

Monthly Revenue and Expense Report JUNE 2022 - 1000% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 21/22 Budget
Licenses and Permits	473	9,393	40,000
Laboratory Test Performed	2,713	16,126	25,000
Water Service - City-Wide	203,081	3,074,288	3,280,000
Water Sales - RW Dist. #2	3,034	36,403	37,000
Water Sales - RW Dist. #5	103,017	1,220,841	1,135,000
Sewer Service Fees	152,688	2,460,823	2,900,000
Sewer Excessive Strength Fees	33,940	332,277	100,000
Sanitation Service Fees	289,652	3,396,973	3,200,000
Sanitation - Roll off Bins Revenue	56,063	759,935	1,008,000
Sanitation - Compactor Revenue	32,740	384,923	280,000
Landfill Gate Fees (excluding Xfer ST.)	(2,103)	527,505	854,000
Transfer Station Fees Revenue	29,559	593,210	350,000
Interest Earnings	1,839	15,283	13,500
Agri. Lease Revenue	-	800	3,500
Late Payment Penalties	9,517	98,676	105,000
Non Payment Fee	17,558	147,520	125,000
Bad Debt Collect Fees Revenue	361	5,025	19,980
Water Tower Lease	8,750	107,271	10,500
DCUA Service Initiation Fee	2,450	28,050	28,000
Tap Fees: Water & Sewer	8,827	81,036	120,000
Recyclable Products SW Dis.	5,153	8,089	18,000
Interest Earnings in 2007 USSTRN Proj. Acct.	17	183	
Miscellaneous Revenues	799	8,478	6,000
2020 Airport Tank Principal Pymt	1,777	21,303	21,303
2020 Airport Tank Interest Pymt	63	775	775
2020 LED Proj. Principal FM GF	4,305	51,617	51,617
2020 LED Proj. Interest FM GF	23	329	330
Trans from emp insurance 005	-	128,750	128,750
Trans from General Fund	-	77,600	77,600
Sub-Total Operating Revenues	966,293	13,593,483	13,938,855
USE OF FUND BALANCE			84,017
Total Revenues & Other Financing Sources	966,293	13,593,483	14,022,872

Expense Type:	This Period	Year-To-Date	Current FY 21/22 Budget
Public Works Administration	31,478	366,930	430,321
Utility Billing	39,614	487,724	589,644
Water/Sewer Line Maintenance	77,381	965,230	1,169,921
Water Treatment Plant	132,354	1,161,717	1,207,981
Wastewater Treatment Plant	86,032	940,018	1,112,169
Solid Waste - Collections	90,283	1,111,038	1,132,227
Utility General Administration	17,381	393,179	1,560,082
Lake Durant	5,923	37,943	64,850
Solid Waste - Disposals	171,759	1,836,880	1,915,776
Sub-Total Operating Expenses	652,204	7,300,658	9,182,970
Transfer to Insurance Cash Fund		234,304	234,304
Transfer to I.T. service Fund 010	-	-	12,978
Transfer to General Fund	279,605	4,355,261	4,355,261
Transfer to Risk MGT. Fund	-	24,500	24,500
Transfer to Capital Improvement Fund	-	-	10,000
Transfer 2007 USSTRN To CI Fund 015	-	-	
Transfer to Airport Authority	13,377	160,529	160,529
Sub-Total Transfer Expenses	292,983	4,774,594	4,797,572

Reserve - Contingency

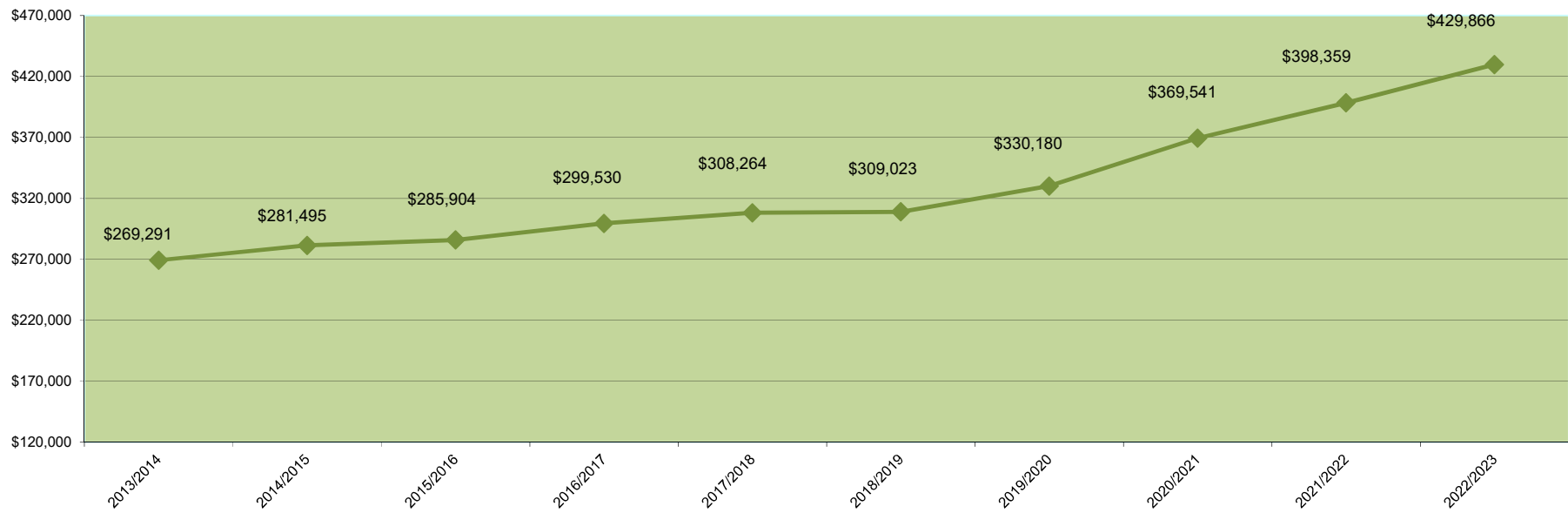
Reserve for Payroll

DCUA Fund Expense & Transfer Totals:	292,983	4,774,594	4,797,572
Total Fund Expenses & Transfers	945,187	12,075,252	13,980,542
Net Gain / (Loss) - Excluding Balance Forward	21,107	1,518,231	42,330

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (e	\$107,466.41
1/4% Multi-Sports Facilities (eff	\$107,466.41
1/4% SOSU Improvements (effe	\$107,466.41
1% Capital Improvements (effect	\$429,865.63
2% General Operations	\$859,731.25
5/8% DISD Improvements (effec	\$268,666.01
Total Sales Tax Rev. July 2022 (Q	\$1,880,662.12

**City of Durant, Oklahoma
1% Sales Tax - Monthly Average
Ten-Year History**



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

	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	% Change	Single Month Period
July	\$280,589	\$274,992	\$285,723	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	429,866	4.47%	June / July
August	\$274,864	\$192,988	\$301,211	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522			July / Aug.
September	\$280,800	\$387,003	\$310,412	\$292,744	\$298,291	\$309,656	340,005	375,103	396,622			Aug. / Sept.
October	\$264,719	\$277,693	\$292,477	\$295,814	\$313,960	\$305,445	329,146	359,331	394,840			Sept. / Oct.
November	\$259,486	\$279,266	\$263,753	\$305,225	\$317,104	\$292,323	322,363	360,649	383,784			Oct. / Nov.
December	\$244,334	\$273,374	\$280,961	\$282,558	\$287,917	\$302,025	336,928	342,145	389,101			Nov. / Dec.
January	\$272,680	\$287,156	\$303,941	\$316,625	\$319,265	\$319,947	331,582	348,969	399,365			Dec. / Jan.
February	\$285,667	\$293,872	\$282,081	\$304,006	\$314,369	\$300,025	340,113	351,684	430,326			Jan. / Feb.
March	\$252,598	\$265,962	\$255,710	\$278,891	\$281,267	\$275,318	295,098	347,403	350,947			Feb. / March
April	\$261,938	\$271,232	\$290,669	\$305,276	\$313,062	\$299,350	328,110	333,643	403,097			March / Aprl.
May	\$273,004	\$290,750	\$286,450	\$317,742	\$325,558	\$332,701	331,431	439,672	411,741			Aprl. / May
June	\$280,815	\$283,656	\$277,462	\$298,475	\$286,097	\$318,281	\$332,952	\$428,168	\$403,495			May / June
Total	\$3,231,494	\$3,377,943	\$3,430,849	\$3,594,364	\$3,699,166	\$3,708,275	\$3,962,165	\$4,434,490	\$4,780,305	\$429,866		8,868,979.72
FY Monthly Average	\$269,291	\$281,495	\$285,904	\$299,530	\$308,264	\$309,023	\$330,180	\$369,541	\$398,359	\$429,866		
% change from prior yr.	3.84%	4.53%	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	7.37%		
\$ change from prior yr.	\$119,454	\$146,449	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	345,815	329,205		

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (effective 7/1/22)	\$107,466.41
1/4% Multi-Sports Facilities (effective 7/1/22)	\$107,466.41
1/4% SOSU Improvements (effective 7/1/22)	\$107,466.41
1% Capital Improvements (effective 7/1/22)	\$429,865.63
2% General Operations	\$859,731.25
5/8% DISD Improvements (effective 7/1/22)	\$268,666.01
Total Sales Tax Rev. July 2022 @ 4.375%	\$1,880,662.12
* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)	

Use Tax	\$303,648.95
	\$34,982.94

1% Sales Tax - Current Annual Growth		
Previous 12 - Month Period	Current 12 - Month Period	% Change
\$4,469,500	\$4,798,705	7.37%



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Jeff Langford, Fire Chief
Re: Fire Department Monthly Report - July 2022

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. Fire Department Monthly Report - July 2022



Durant Fire Department

Monthly Report

July 2022

Type of Response	Month				Year to Date							
	July				2021				2022			
	City Limits	Outside City Limits	Mutual Aid	Total Calls	City Limits	Outside City Limits	Mutual Aid	Total Calls	City Limits	Outside City Limits	Mutual Aid	Total Calls
Fires & Fire Related Calls	23	3	0	26	179	24	17	220	123	26	3	152
Rescue (MVC's) & Medical Calls	127	4	0	131	1513	54	0	1567	842	13		855
Hazardous Condition (No Fire)	6	1	0	7	79	11	5	95	36	3	0	39
Service Calls	10	1	0	11	67	6	0	73	42	3	1	46
Good Intent Calls	26	2	0	28	196	17	0	213	147	3	0	150
False Alarm & False Calls	5	1	0	6	94	1	0	95	69	2	0	71
Special Incident Type	3	0	0	3	0	0	0	0	14	0	0	14
Total Responses				212	2128	113	22	2263	1273	50	4	1327

Type of Service Performed	Month	Year to Date	
	Jul	2022	2021
Permits			108
Inspections			305
Plans Review			138
Smoke Alarm Installed			6
Public Education			4
Fire Investigations			14
Pre-Fire Plans			7
Total Services	0	0	582

Comments:

Training July 2022

Week 1: Hydrant flows and inspections completed

Week 2: NIMS courses completed for selected individuals, C-shift mass casualty incident familiarization

Week 3: Electric, LPG, CNG vehicle emergencies

Week 4: Heat emergencies; Firefighter Rehab, C-shift cont'd mass casualty incident

Three members attended a 4-day FAA Drone Training Course.

Durant Fire ordered our new engine that was approved within our capital improvement budget

This apparatus has an expected delivery date of April 2023.



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Grants Department Report - July 2022

Council Information / Action Requested

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

ATTACHMENTS:

1. Grants Dept Report July 2022

GRANTS DEPARTMENT

July 31, 2022

YEAR	GRANT AGENCY	GRANT PROGRAM	PROJECT DESCRIPTION	STATUS	GRANT COMPLETE	ACTIVE PROJECT	PENDING AWARDS
2015	OK Dept of Transportation	Streetscape V	DT sidewalks - 4th & Evergreen	Completing ODOT info		399,968	
2016	Federal Highway / ODOT	Transp. Alternative-TAP	Rails to Trails	ODOT Plans to bid 2023		396,630	
2018	OK Tourism / Trails	Recreational Trail	1400 LF multi-purpose trail: connecting to Rails to Trails	Award: Dec 21 2018 - Merged with Rails To Trails project		240,000	
2018	FEMA-Homeland Security -AFG	Assistance to Firefighters	95 FT 1550 GPM Aerial	Aerial purchased Fall 2019- waiting on FEMA closeout	952,380		
2018	Bureau of Reclamation	WaterSMART - SWEP	300 Automatic Meter AMR Units	Complete 5-21; Closeout	34,914.99		
2018	US Dept of Commerce	EDA - Infrastructure	Wastewater Treatment Plant	Operational. Final Reports		1,500,000	
2019	Bureau of Reclamation	WaterSMART - WEEG	City-Wide AMR Units & System	Final inspection May 31 - Proj Complete; Change Order No. 1 (addtl meters ordered)		1,500,000	
2019	ODOC / CDBG-ED	Econ Dev Infrastructure	Tubacex Durant, Inc.	Const Complete; job tracking		939,366	
2020	ODOC / CDBG	Small Cities	SCADA / WTP Improvements	Awarded 9-2020; Proj. begun - Was delayed due to backordered generators		152,222	
2020	ODOC / CDBG	CARES Act Funding	Residential Utility Assistance	Change of Scope approved		638,300	
2020	State of OK - CARES Forward	CARES Act Funding	COVID Related Expenditures & Public Safety Personnel Costs	Complete Fall 2020	1,439,319		
2021	FEMA-Homeland Security- AFG	Assistance to Firefighters	SCBAs (17 units) & RIT Pak	App Submitted to FEMA 1.21.22			163,750
2020	FAA 2020-014	CARES Act Funding	Install Windcone @ airport	FAA Closeout Approved	23,020		
2020	FAA 2020-015	CARES Act Funding	Personnel and Fuel expenditures	FAA Closeout Approved	69,000		
2020	OMAG	Public Safety Grant Prog	Confined Space Safety Equip	Received Reimb. Complete	3,000		
2020	OK Emergency Mgmt 9-1-1	CAD Project	CAD System- Durant Comm Ctr	Closeout complete	195,433		
2020	OK Emergency Mgmt 9-1-1	GIS System Project	GIS Addressing	Closeout complete	79,000		
2021	US Dept of Justice	Bulletproof Vests	15 vests	Award received 10.14.21. (5) vests rcvd July 2022		6,000	
2021	OK State Emgcy Mgmt	Weather Radar	Weather Radar (award 6.30.21)	FCC License; Generator & Propane Tank ordered		1,600,000	
2021	FAA 2021-016	CARES Act Funding	CRRSA - Personnel costs	Closeout Submitted to FAA		23,000	
2021	FAA 2021-017	Aviation Improvements	Airport Layout Plan (award 8.26)	KSA - Project development		194,220	
2021	FAA 2021-018	American Rescue Plan	Personnel expenditures	Closeout Submitted to FAA		59,000	
2021	Texoma Health	Ron Cross Sr Center	Nutrition - meal services	Grant awarded 1.3.22		40,000	
2021	US Dept of Justice	Rural Law Enforcement	License Plate Readers & Trailer	Award notification. UNK \$\$			149,920
2021	US Treasury	American Rescue Plan	WW Infrastructure	1st 50% rcvd 12.20.21		3,261,338	
2021	FEMA Hazard Mitigation	BRIC Building Resilience	Broadband Infrastructure	App Submitted-OKEM 12.31.21			1,907,824
2023	Dept of Environmental Quality	Equipment Program	Brush Chipper for Landfill	DEQ Award Notice: 5.24.22			25,000
2022	OK ARPA	State Additional ARPA	Water Distribution Lines	Prop Submitted - OML 2.18.22			16,521,720
2022	OK ARPA	State Additional ARPA	Durant Lake: expand water storage	Prop Submitted - OML 2.18.22			15,175,000
2022	OMAG	Sanitary Sewer Equip Prog	Sanitary Sewer Equipment	Equip & Reimb received	9,930		
2022	FAA 019-2022	Airport Improvements	Pavement Analysis	Award: June 17, 2022; ongoing		130,923	
TOTALS					2,805,997	10,950,044	33,943,214



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Kari Jones, Supervisor
Re: Human Resources Monthly Report- July 2022

Staffing info for July 2022:

5 Terminations (5 Full-time)
5 New Hires (5 Full-time)

247 Total Employees as of July 31st, 2022.
(222 Full-time, 6 Part-time, 19 Temporary)

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Robbee Tonubbee, Director
Re: Library Monthly Report - July 2022

Council Information / Action Requested

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

ATTACHMENTS:

1. Library Monthly report Jul2022

Donald W Reynolds Community Center & Library

July 2022

Statistical Report

Attendance monthly total -----library stats only, no community center----- 4,747

We were open 25 days this month.

Attendance daily average ----- 189
Circulation monthly (physical units)----- 5,086
Circulation average daily ----- 203
Computer usage total ----- 666
Computer users average daily----- 27
Computer usage average time----- 38 min
Computer guest passes----- 158
Computer guest passes average daily----- 6
New Library card holders----- 182
Materials donated ----- 1,381
(34 put in collection)

Statistics

Revenue : \$2,761.60 for July. The room revenue was \$750.00 with payments for: Alliance Health – Leadership Mtg, Webstaurant - Hiring Event, & Lifeline Screening – Health Screening Event in August.

Revenue breakdown: \$319 in copies, \$119 in faxes, \$839 in fines, \$75 in replacement cards, \$200 in out-of-county memberships, \$6 in laminating, \$163 in lost/damaged item fees, & \$287 from the public printer/copier coin-op. The café revenue is separate and that was \$296.75 for the month.

There was a variety of community events this month: GED Classes, Healing Hearts Support Group, Court ordered mediations, a City Ward meeting, Daughters of the American Revolution, local author book signing event, three blood drives, American Legion meeting, Medicare 101 info meeting, Summer Mayors of Oklahoma luncheon & Vote 580 election public forum.

Community Engagement/FOL

- The “Very Hungry Reader” food program transitioned to the Summer Feeding Program on June 7th. The program feeds lunch to kids on TU & TH from 11:00am – 3:00pm in the community center’s meeting room. Kids who attend the Summer Reading Program, going on those same days from 9:00am – 3:00pm, can get a hot meal before or after their class. Walk ins, not in the SRP, are welcome to come eat lunch. For the 4 weeks, 8 days, in July we fed **249** kids.
- The library’s Health Literacy grant was funded for 2022-2023. We will receive \$4000 for exercise classes, healthy cooking classes, and Diabetes education classes.
- The Yoga & Zumba classes have been so popular this year. The attendees wished to continue through the summer so the FOL agreed to pay for the 8 weeks of 2 times/week class. In July there were 4 yoga classes with **51** attendees & 4 zumba classes with **24** attendees.

- The Chess sessions are well attended with a total of **36** adults/teens & **32** kids over four Saturdays.
- The Summer Reading Program, “Oceans of Possibilities” ran June 7 – July 28 with a celebration on July 29. The program met on TU & TH. There were 3 classes for 5-8 yr olds, 2 classes for 9-12 yr olds, and one class per wk for teens.

Total for July:

9:00am 5 to 8 yr olds - **64**; 10:00am 5 to 8 yr olds - **91**; 11:00am 9 to 12 yr olds – **100**

1:00pm 5 to 8 yr olds – **131**; 2:00pm 9 to 12 yr olds – **101**; 4:00pm teens – **27**

Total for the month is **514** kids served.

Projects

- The library will host a traveling exhibit, Thinking Money for Kids, from September 10 through mid-October in the meeting room. This interactive exhibit will be open to the public M-TH 10:00am to 7:00pm & FR/SA 10:00am to 4:00pm. A kick-off event will be Saturday, September 10th and other events are: local schools will be invited to come for visits and receive a gas voucher from FINRA funds, all the story times in Sept will be financial literacy themed, and the local girl scouts will be able to visit the exhibit and earn a financial literacy badge.
- The library applied for ARPA grant funds from the ODL in September. We were eligible for just over \$20,000 and were awarded just over \$23,000 in mid-October. Items purchased will be for extended programming, outdoor events, sound proofing meeting/study rooms, and enhancing video conferencing equipment. The final item, a solar charging bench for the library grounds will arrive in August.
- The library was approved to move on to the engineering for the Library Park and it began in August. This project is being funded by the Pendleton donation. The contract for engineering is ready to be implemented with the theorem company and Shane Knight. Library staff met with Shane in late December for updates on the planning and a look at the drawings. The engineering is at 60% at the end of February. The park will add a large outdoor space to extend library programming. Publicity for the park has garnered a lot of interest in the project with many asking how they can help. The Blue Zones Project has offered to help partner with some of the project and the library is working on other grants to help with the project. A local couple has kicked off the donation project with a sizeable gift, more details to come.
- The library will house the Covid relief grant program, Utility Billing Assistance Program, to help City of Durant utility customers with their bills. This program will help citizens needing help with their water bills for the next two years.

Library Promotion

Library Website – www.donaldwreynolds.okpls.org

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

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

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



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Danielle O'Neal
Re: Neighborhood Services Monthly Report - July 2022

Council Information / Action Requested

None.

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

None.

ATTACHMENTS:

1. Neighborhood Services Monthly Report 2022 - July 2022
2. Neighborhood Services Daily Bldg Insp Log 2022 (Pierce)_____ - July 2022
3. BP Valuation Report w Segments
4. Code Enforcement Daily Log 2022 (Jackson) - Jul 2022
5. Code Enforcement Daily Log 2022 (Rudolf) - Jul 2022
6. Code Enforcement Daily Log 2022 (Cottrell) - Jul 2022
7. Animal Control Daily Log 2022 (Fulton) - Jul 2022
8. Animal Control Daily Count 2022 (Fulton) - Jul 2022
9. Animal Control Daily Log 2022 (Beckham) - Jul 2022
10. Animal Control Daily Count 2022 (Beckham) - Jul 2022

The City of Durant

Neighborhood Services Department

Monthly Activity Report, July 2022

1. Inspections		4. Animal Control	
Building	15	Calls for Service	267
Electrical	48	Citations Issued	17
Mechanical	7	Warnings Issued	37
Plumbing	10	Dogs Picked Up	38
Drainage Issues	0	Cats Picked Up	13
Other	8	Dog Adoptions	2
Total	88	Cat Adoptions	5
2. Code Enforcements		Dog Rescue	17
Contact Made	62	Cat Rescue	1
Trees & Shrubs	83	Claimed by Owner	9
Grass & Weeds	151	Animals Euthanized	11
Junk Vehicles	16	Parvo Deaths	0
Junk Appliances	4	Wildlife	5
Dilapidated Structures	5	Total	422
Trash & Debris	85	5. Letters Mailed	
Other	22	Code Enforcement	5
24 Hour Nuisances Posted	0	Code Hearings	24
PD 24 Hour Nuisances Posted	0	Public Hearings	0
Code Enforcement	0	Total	29
Notices Posted	24		
Citations Issued	0		
Warnings Issued	0		
Total	452		
3. New Construction			
SFR	1		
MFR	2		
Commercial	0		
Industrial	0		
Total	3		

City of Durant

Neighborhood Services

Daily Building Inspections Log

7/1/20

Date	Name	Location/Address	Inspection Type	Abr	Pass	Fail	Initials	Comments
7/1/22	OWNER	2814 W MAIN	FIREWORKS	O			MP	
	BLACKBURN	1309 N 4TH	FRAMING	B			MP	
		1309 N 4TH	ELECT ROUGH	E			MP	
		1309 N 4TH	PLUMB REFF	P			MP	
		1309 N 4TH	MECH ROUGH	M			MP	
	OWNER	5532 ARMSTRONG	METER	E			MP	
	OWNER	3201 CASTLE CT	FRAMING	F			MP	
		3201 CASTLE CT	ELECT ROUGH	E			MP	
		3201 CASTLE CT	PLUMB ROUGH	P			MP	
		3201 CASTLE CT	MECH ROUGH	M			MP	
7/5/22	OWNER	1516 N 12TH	SLAB FOR STORAGE BLDG	B			MP	
	PLYER	1915 BUSINESS 70	FOOTING	B			MP	
	S G BLOCKS	101 WALDRON RD	PLUMB GROUND	P			MP	
	OWNER	1105 TIMBERLINE	SOLAR	E			MP	
	OWNER	1105 TIMBERLINE	MECH CHANGE OUT	M			MP	
7/6/22	OWNER	3026 MEGAN	TEMP POLE	E		F	MP	
	OWNER	4007 W MAIN	COC	O			MP	
	OWNER	625 W MAIN	COC	O			MP	
7/7/22	OWNER	3024 KANDI LANE	SOLAR	E			MP	
	PLYER	1915 BUSINESS 70	FOOTING	B			MP	
	S G BLOCKS	101 WALDRON	ELECT ROUGH	E			MP	
7/8/22	OWNER	1403 S 9TH	COC	O			MP	
	CRAWFORD	100 WALDRON	METER	E			MP	
7/11/22	PIXLER	875 COUNTRY CLUB	METER	E			MP	
	HOLDER	3202 UNIVERSITY	FRAMING	B			MP	
	HOLDER	3202 UNIVERSITY	ELECT ROUGH	E			MP	
	HOLDER	3202 UNIVERSITY	PLUMB ROUGH	P			MP	
7/12/22	OWNER	2721 WILSON	POOL DECK	B			MP	
	OWNER	2721 WILSON	METER	E			MP	
7/13/22	OWNER	522/524 W ALABAMA	METER	E			MP	NOT LABELED
	OWNER	519 W ALABAMA	PLUMB GROUND	P			MP	
	OWNER	1602 SAN ANGELO	FRAMING	B			MP	
		1602 SAN ANGELO	ELECT ROUGH	E			MP	
		1602 SAN ANGELO	PLUMB ROUGH	P			MP	
7/15/22	SCHOOL	300 GERLACH	VENT-A-HOOD	M			MP	
	OWNER	5601 STONECREEK	SLAB FOR STORAGE BLDG	B			MP	
7/19/22	OWNER	4602 PEPPERHUT	FINAL	B			MP	
	OWNER	4602 PEPPERHUT	FINAL ELECT	E			MP	
	OWNER	4602 PEPPERHUT	FINAL PLUMB	P			MP	
	OWNER	4602 PEPPERHUT	FINAL MECH	M			MP	
	PLYLER	1915 BUSINESS 70	PLUMB GROUND	P			MP	
	OWNER	137A W MAIN	COC	O			MP	
7/20/22	PLYLER	1915A W MAIN	SLAB FOR STORAGE BLDG	B			MP	
	OWNER	3026 MEAGAN	TEMP POLE	E			MP	
	KEENER	1725 W ARKANSAS	METER	E X 21			MP	UNITS 1 - 21
	OWNER	3601 STONECREEK	STORAGE FINAL	B			MP	
7/21/22	KEENER	1679 W ARKANSAS	METER	E X 13			MP	UNITS 1 - 13
7/22/22	SG BLOCKS	101 WALDRON	PLUMB ROUGH	P			MP	
	OWNER	TEXOMA VICTORY	SITE CHECK	O			MP	
	OWNER	121/123 S 13TH	SITE CHECK	O			MP	
7/25/22	OWNER	1116 UNIVERSITY	UNIT CHANGE OUT	M			MP	
	OWNER	319 S 9TH	SITE CHECK	O			MP	
7/26/22	WILKEY	104 WALDRON	GAS	P			MP	
	CITY	1421 CHUCKWA	ICE MACHINE	M			MP	

City of Durant

Neighborhood Services

Daily Building Inspections Log

7/1/20

Date	Name	Location/Address	Inspection Type	Abr	Pass	Fail	Initials	Comments
	PLYLER	1915 BUSINESS 70	SLAB	B			MP	
	OWNER	5023 FALCON	CARPORT	B			MP	
7/27/22	OWNER	643/643 1/2 S 3RD	SITE CHECK	O			MP	
	OWNER	903 N 2ND	NO PERMIT	B			MP	
7/28/22 - 7/29/22	TRAINING							

8/7/2022 10:31 AM
PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 7/01/2022 THRU 7/31/2022
ISSUED DATES: 7/01/2022 THRU 7/31/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT VALUATION AND FEE REPORT

PAGE: 1

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
032690 SIGN	7/05/2022 7/05/2022	THE SIGN DEPOT SIGN PERMIT	698 WESTSIDE DR 106 SIGN - SIGN PERMIT	OWNER OWNER	NEW WALL SIGN PERMIT 0.00	SIGN 204.00
032691 MECH	7/05/2022 7/05/2022	TEXOMA MAINTENANCE NEW MECHANICAL PERMIT	2813 W UNIVERSITY CA - COMMERCIAL ALTERATION	OWNER OWNER	HVAC CHANGE OUT 0.00	MECH 54.00
032692 SIGN	7/06/2022 7/06/2022	WINGFIELD, KELLY SIGN PERMIT	4407 W MAIN ST SIGN - SIGN PERMIT	OWNER OWNER	NEW WALL SIGN PERMIT 0.00	SIGN 204.00
032693 ELEC	7/08/2022 7/08/2022	CRAWFORD ELECTRIC PROPERTIE NEW ELECTRIC PERMIT	100 WALDRON DR CA - COMMERCIAL ALTERATION	OWNER OWNER	CHANGE OUT MAIN BREAKER 100.00	ELEC 54.00
032694 SIGN	7/08/2022 7/08/2022	THE SIGN DEPOT SIGN PERMIT	1327 N 16TH AVE SIGN - SIGN PERMIT	OWNER OWNER	NEW WALL SIGN PERMIT 414.27	SIGN 204.00
032695 ELEC	7/08/2022 7/08/2022	SHINE SOLAR LLC NEW ELECTRIC PERMIT	202 E FLORIDA ST SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	SOLAR PANEL PERMIT 32,508.00	ELEC 54.00
032696 BLDG	7/08/2022 7/08/2022	SBA NEW BUILDING PERMIT	27 W ARKANSAS ST CA - COMMERCIAL ALTERATION	OWNER OWNER	CELL TOWER UPGRADE 75,000.00	COMM BLDG 104.00
032697 BLDG FPM ELEC MECH PLUMB	7/11/2022 7/11/2022 7/11/2022 7/11/2022 7/11/2022 7/11/2022	ALLISON CONSTRUCTION NEW BUILDING PERMIT FLOOD PLAIN MANAGEMENT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	323 S 5TH AVE SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN	OWNER OWNER OWNER OWNER OWNER OWNER	NEW DUPLEX PERMIT 75,000.00 0.00 0.00 0.00 0.00	RES BLDG 329.05 104.00 186.15 136.15 186.15
TOTAL VALUE					75,000.00	TOTAL FEE 941.50
032698 BLDG ELEC MECH PLUMB	7/11/2022 7/11/2022 7/11/2022 7/11/2022 7/11/2022	ALLISON CONSTRUCTION NEW BUILDING PERMIT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	325 S 5TH AVE SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN	OWNER OWNER OWNER OWNER OWNER	NEW DUPLEX PERMIT 75,000.00 0.00 0.00 0.00	RES BLDG 329.05 186.15 136.15 186.15
TOTAL VALUE					75,000.00	TOTAL FEE 837.50
032699 SIGN	7/12/2022 7/12/2022	THE SIGN DEPOT SIGN PERMIT	1800 W UNIVERSITY BLVD SIGN - SIGN PERMIT	OWNER OWNER	SIGN MODIFICATION PERMIT 1,281.95	SIGN 79.00
032700 SIGN	7/12/2022 7/12/2022	BARNETT SIGNS SIGN PERMIT	2801 UNIVERSITY BLVD SIGN - SIGN PERMIT	OWNER OWNER	(2) SIGN MODS & (1) NEW SI 4,000.00	SIGN 354.00
032701 ROOF	7/13/2022 7/13/2022	BT XTERIORS LLC ROOF PERMIT	312 WESTSIDE DR ROOF - ROOFING	OWNER OWNER	NEW ROOF PERMIT 20,000.00	ROOF 154.00
032702 SIGN	7/13/2022 7/13/2022	THE SIGN DEPOT SIGN PERMIT	215 N 3RD AVE SIGN - SIGN PERMIT	OWNER OWNER	NEW WALL SIGN PERMIT 1,747.17	SIGN 204.00

7/01/2022 10:31 AM
PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 7/01/2022 THRU 7/31/2022
ISSUED DATES: 7/01/2022 THRU 7/31/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT VALUATION AND FEE REPORT

PAGE: 2

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
032703 ROOF	7/13/2022 7/13/2022	GET ROOFED ROOF PERMIT	607 W ELM ST ROOF - ROOFING	OWNER OWNER	NEW ROOF PERMIT 9,205.00	ROOF 79.00
032704 ROOF	7/13/2022 7/13/2022	STANDARD ROOFING & CONTRACT ROOF PERMIT	1603 N 6TH AVE APTS ROOF - ROOFING	OWNER OWNER	NEW ROOF PERMIT 60,000.00	ROOF 79.00
032705 ROOF	7/15/2022 7/15/2022	FOSSIL RIDGE ROOFING & CONS ROOF PERMIT	159 MADISON ST ROOF - ROOFING	OWNER OWNER	ROOF PERMIT 10,075.00	ROOF 79.00
032706 MECH	7/15/2022 7/15/2022	ALL SEASONS HVAC SERVICES NEW MECHANICAL PERMIT	1116 UNIVERSITY BLVD SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	HVAC CHANGE OUT 7,700.00	MECH 54.00
032707 ROOF	7/19/2022 7/19/2022	ALL SEASON CONSTRUCTION ROOF PERMIT	120 N 3RD AVE ROOF - ROOFING	OWNER OWNER	COMMERCIAL ROOF PERMIT 48,000.00	ROOF 154.00
032708 PLUMB	7/25/2022 7/25/2022	WILKEY PLUMBING NEW PLUMBING PERMIT	104 WALDRON DR CA - COMMERCIAL ALTERATION	OWNER OWNER	GAS PRESSURE TEST 0.00	PLUMB 54.00
032709 MECH	7/26/2022 7/26/2022	ADVANCED COOLING NEW MECHANICAL PERMIT	101 WALDRON CA - COMMERCIAL ALTERATION	OWNER OWNER	NEW MECHANICAL PERMIT 0.00	MECH 2,777.25
032710 BLDG ELEC MECH PLUMB	7/26/2022 7/26/2022 7/26/2022 7/26/2022 7/26/2022	PLYLER CONSTRUCTION CO NEW BUILDING PERMIT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	1915 HWY 70 W CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION	OWNER OWNER OWNER OWNER OWNER	PH II ADD ONS XRAY/SPICE RO 2,490,000.00 0.00 0.00 0.00 0.00	COMM BLDG 4,159.00 719.00 669.00 719.00
TOTAL VALUE					2,490,000.00	TOTAL FEE 6,266.00
032711 BLDG FPM ELEC MECH PLUMB	7/26/2022 7/26/2022 7/26/2022 7/26/2022 7/26/2022	LGD PROPERTIES NEW BUILDING PERMIT FLOOD PLAIN MANAGEMENT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	104 MEADOWLARK LN SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN SFR - SINGLE FAMILY RESIDEN	OWNER OWNER OWNER OWNER OWNER	NEW HOME PERMIT 250,000.00 0.00 0.00 0.00 0.00	RES BLDG 826.05 104.00 257.15 207.15 257.15
TOTAL VALUE					250,000.00	TOTAL FEE 1,651.50
032712 ACC	7/27/2022 7/27/2022	INFINITY CARPORTS ACCESSORY PERMIT	5023 FALCON DR ACCS - ACCESSORY STRUCTURES	OWNER OWNER	RV STORAGE COVER 6,089.00	ACC 133.00
032713 ELEC	7/29/2022 7/29/2022	PRUITT, JAYSON NEW ELECTRIC PERMIT	1102 GRAND AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	TPOLE PERMIT 0.00	ELEC 54.00
032714 ELEC	7/29/2022 7/29/2022	GASTON, ADAM C NEW ELECTRIC PERMIT	1321 N 2ND AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	REPLACE METER BASE & MAST 0.00	ELEC 54.00
*** TOTALS ***				NUMBER OF PROJECTS:	25	VALUATION: 3,166,120.39 FEES: 14,882.75

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 7/01/2022 THRU 7/31/2022
ISSUED DATES: 7/01/2022 THRU 7/31/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
ACC - ACCESSORY PERMIT	1	6,089.00	133.00
BLDG - NEW BUILDING PERMIT	5	2,965,000.00	5,747.15
ELEC - NEW ELECTRIC PERMIT	8	32,608.00	1,564.45
FPM - FLOOD PLAIN MANAGEMENT	2	0.00	208.00
MECH - NEW MECHANICAL PERMIT	7	7,700.00	4,033.70
PLUMB - NEW PLUMBING PERMIT	5	0.00	1,402.45
ROOF - ROOF PERMIT	5	147,280.00	545.00
SIGN - SIGN PERMIT	6	7,443.39	1,249.00
*** TOTALS ***	39	3,166,120.39	14,882.75

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 7/01/2022 THRU 7/31/2022
ISSUED DATES: 7/01/2022 THRU 7/31/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
-----	-----	-----	-----	-----
ACCS - ACCESSORY STRUCTURES	1	1	6,089.00	133.00
CA - COMMERCIAL ALTERATION	6	9	2,565,100.00	9,309.25
ROOF - ROOFING	5	5	147,280.00	545.00
SFR - SINGLE FAMILY RESIDENTIAL	3	14	400,000.00	3,430.50
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	4	4	40,208.00	216.00
SIGN - SIGN PERMIT	6	6	7,443.39	1,249.00
*** TOTALS ***	25	39	3,166,120.39	14,882.75

SELECTION CRITERIA

REPORT SELECTION

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

PROJECT DATES

APPLIED RANGE FROM: 07/01/2022 THROUGH 07/31/2022
ISSUED RANGE FROM: 07/01/2022 THROUGH 07/31/2022
USE SEGMENT DATES: NO
EXPIRE RANGE FROM: 00/00/0000 THROUGH 99/99/9999
USE SEGMENT DATES: NO

PRINT OPTIONS

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

*** END OF REPORT ***

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Jackson)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
7/5/2022		129 N 3rd	Illegal Sign	Spoke with owner of building, he will put up a sign made out of the proper material				O/MC	S.J.	
		820 W Elm	Follow up/Condemned property	Contacted owner, explained what needed to be done				D/MC	S.J.	
		824 NE 4th	Someone removing condemned sticker	Attempted to make contact, no answer				D	S.J.	
		320 N 5th	Someone removing condemned sticker	Attempted to make contact, no answer				D	S.J.	
		510 S 13th	Follow up/Condemned property	In progress				D/MC	S.J.	
		516 S 13th	Follow up/Condemned property	In progress				D/MC	S.J.	
	ANIMAL CONTROL	820 W Elm	Assist AC in picking up cats					AC	S.J.	
		62 Six Springs	Follow up/Condemned property	In progress				D	S.J.	
			Nuisance Court					O	S.J.	
		1330 Denison	Complaint about a lien	JD was given the file				O	S.J.	
7/6/2022		517 W Georgia	Overgrown grass	Will letter	L			GW	S.J.	
		609 S 13th	Overgrown grass	Will letter	L			GW	S.J.	
		527 S 14th	Overgrown grass	Will letter	L			GW	S.J.	
		1000 N 3rd	Limbs	Will letter	L			TD	S.J.	
		1003 W Evergreen	Limbs	Will letter	L			TD	S.J.	
		Boomerang's	Complaint/Illegal dumping	Nothing found				TD/MC	S.J.	
		Behind 9th street bar	Follow up/Homeless camp	Vacant				O	S.J.	
7/7/2022		614 N 2nd	Confirm date that was condemned					D	S.J.	
		1611 W Evergreen	Possible squatters	Nothing found				O	S.J.	
		424 NE 2nd	Follow up/condemned	No action taken				D/MC	S.J.	
		625 NE 2nd	Follow up/Condemned property	Removed from condemnation				D/MC	S.J.	
		500 Block NE 4th	Illegal dumping complaint	Civil matter				TD/MC	S.J.	
		1305 Houston	Junk appliance	Door hanger				JA	S.J.	
		1306 Houston	Camper parked on meter	Had towed, Whites Garage				JV/MC	S.J.	PD called, camper was stolen
	Avalon	1901 W Mississippi	Trash and Debris	Manager will take care of				TD/MC	S.J.	
	Avalon	1901 W Mississippi	Complaint/potholes	Reported to streets				O/MC	S.J.	
	Avalon	1901 W Mississippi	Complaint/Overhanging trees	Notified owner of property				TS/MC	S.J.	
		Steager Lumber	Spoke with owner about trees at Avalon					TS/MC	S.J.	
		1314 Denison	Complaint/Trash no active water	Gave til Monday to comply				TD/MC	S.J.	
7/8/2022		1020 N 3rd	Broken branch overhanging street	Safety concern, city cut and removed				TS/MC	S.J.	Street was blocked during the process
		905 N Washington	Follow up/Limbs	In compliance				TD/MC	S.J.	
	Tractor Supply	Tractor supply	Pick up donated dog food					AC	S.J.	
7/11/2022		617 S 2nd	Follow up/Trash & Debris	In compliance				TD	S.J.	
		1120 Alma Dr	Junk Vehicle	Mailed certified letters	Certified X 2			JV	S.J.	
		1222 S 9th	Grass, junk vehicle	Will letter				GW/JV	S.J.	
		1015 N 1st	overgrown grass	Will letter				GW	S.J.	
		924 W Texas	overgrown grass	Will letter				GW	S.J.	
		316 S 15th	overgrown grass	Will letter				GW	S.J.	
		Plum & N2nd	Dead Dog	Disposed of				AC	S.J.	
		4102 W Main	Follow up/Grass, Cars, Trash	Final notice				GW/TD/JV	S.J.	
		1024 W Alabama	Limbs	Left Hanger				TD/MC	S.J.	
		Criswell & University	Sight triangle complaint	Mailed courtesy letter	Courtesy L			GW	S.J.	
		501 N 14th	Grass complaint	Mailed courtesy letter	Courtesy L			GW	S.J.	
		Wilson & Westside	Grass complaint	Mailed courtesy letter	Courtesy L			GW	S.J.	
7/12/2022		800 Block Washington	Dead Cat	Did not find anything				AC	S.J.	
		1407 W Arkansas	Prepare bid for abatement					GW/TD	S.J.	
		805 S 2nd	Prepare bid for abatement					GW/TD	S.J.	
		1023 W Elm	Prepare bid for abatement					GW/TD	S.J.	
		Springfield Court (Empty Lot)	Overgrown grass complaint	In compliance				GW	S.J.	
		Remington Hills West	Overgrown grass complaint	In compliance				GW	S.J.	

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City of Durant

Neighborhood Services

Daily Code Enforcement Log (Jackson)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
		414 NE 2nd	Open door/Welfare check	Everyone good				O/MC	S.J.	
		Rodeo Hills	Preparing to pour streets	Carl Meade approved				O/MC	S.J.	
		812 N 6th	Overgrown grass	Spoke with tenant				GW/MC	S.J.	
		814 N 6th	Overgrown grass	Spoke with tenant				GW/MC	S.J.	
		Animal Shelter	Homeless was supposed to come pick up dog	Did not show				AC	S.J.	
		W Evergreen and N 8th	Car wreck	Removed debris from roadway				O/MC	S.J.	
		Alley between N 2nd & 3rd	Limb blocking alley	Notified Public Works				O/MC	S.J.	
7/18/2022		Animal Shelter	Spread rock; clean and fed					AC	S.J.	
		519 W Mississippi	Steel inspection	Pass				O/MC	S.J.	
		Meeting with OkieSafe						O/MC	S.J.	
		415 E Arkansas	PD called, wanting report from dog bite	No contact made				AC	S.J.	
		Municipal Court	Sat in for Kate					O	S.J.	
		1024 Liveoak	No active water account	Account was paid				D/MC	S.J.	
7/19/2022		Animal Shelter	Clean, feed					AC	S.J.	
		Animal Shelter	Release dog					AC	S.J.	
		517 W Georgia	Pre court Inspect					GW	S.J.	
		609 S 13th	Pre court Inspect					GW	S.J.	
		527 S 14th	Pre court Inspect					GW	S.J.	
		1000 N 3rd	Pre court Inspect					TD	S.J.	
		1003 W Evergreen	Pre court Inspect					TD	S.J.	
		121 Sunnymeadows	Pre court Inspect					GW/TD/JV	S.J.	
		1901 W Main	Pre court Inspect					GW/TD	S.J.	
		313 N 12th	Pre court Inspect					D/JV	S.J.	
		1703 Cedar Ridge	Pre court Inspect					GW/D	S.J.	
			Nuisance Court					O	S.J.	
			Pre Development meeting					O	S.J.	
7/20/2022			Prepared Liens					O	S.J.	
		630 S 10th	Overgrown Grass	Will send courtesy letter				GW	S.J.	
		1202 W Evergreen	Overgrown Grass	Will send courtesy letter				GW	S.J.	
		713 W Beech	Burn out	Attempted to make contact with owner				D	S.J.	
		DIA Property	Look at to prepare bids					TD/GW	S.J.	
		415 E Arkansas	Attempted to make contact with dog owner	Assist ACO				AC/MC	S.J.	
		221 SE 5th	Spoke with dog bite victim	Assist ACO				AC/MC	S.J.	
		615 NE 4th	Spoke with dog owner	Assist ACO				AC/MC	S.J.	
		805 S 2nd	Check to see if abated	Will be abated				GW/TD	S.J.	
7/21/2022		1023 W Elm	Pre abatement pics	For abatement				GW/TD	S.J.	
		1105 W Elm	Poly cart at curb, limbs	Left door hanger				O/TD	S.J.	
		2605 Maxey	Owner stating they maintain their property	Empty lot they own next to house				GW/TD	S.J.	
		1023 W Elm	After abatement pics					GW/TD	S.J.	
		1023 W Elm	Cleared limbs blocking street sign	Hauled to landfill				O	S.J.	
		713 W Beech	Owner wanting to now how to get off condemn status	It's over 50% damage, will have to pull permits				D/MC	S.J.	
		1407 W Arkansas	Answer abatement process					GW/TD/MC	S.J.	
		805 S 2nd	Take after abatement pics					GW/TD	S.J.	
		522 S 5th	Meter Release	Not Numbered				O/MC	S.J.	
		524 S 5th	Meter Release	Not Numbered				O/MC	S.J.	
		1623 W Elm (Empty Lot)	Overgrown Grass	Courtesy Letter				GW	S.J.	
7/22/2022		515 S 10th	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		1002 W Alabama	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		1121 W Louisiana	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		420 S 14th	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Jackson)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
		416 W Louisiana	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		802 S 2nd	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		804 S 2nd	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		223 W Tennessee	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
	City Property	N 7th & Tennessee	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		617 S 3rd	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		732 S 3rd	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		403 W Georgia	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		520 W Georgia	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		423 S 7th	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		111 NE 3rd	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		504 NE 2nd	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		415 NE 5th	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		319 NE 5th	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		517 NE 5th	Limbs leftover from storm	Passed on to Public Worx				TD	S.J.	
		Behind S 9th Bar	Possible trespassing	No one found				O	S.J.	
7/25/2022		723 W Locust	Alley	Letter				TS	S.J.	
		715 W Locust	Alley	Letter				TS	S.J.	
		701 W Locust	Alley	Letter				TS	S.J.	
		708 W Locust	Alley	Letter				TS	S.J.	
7/26/2022		601 N 8th	Trees overhanging roadway	Letter				TS	S.J.	
		708 W Locust	Trees overhanging roadway	Letter				TS	S.J.	
		523 N 9th	Trees overhanging roadway	Letter				TS	S.J.	
		924 W Mulberry	Trees overhanging roadway	Letter				TS	S.J.	
		922 Liveoak 10th side	Trees overhanging roadway	Letter				TS	S.J.	
		520 N 9th	Trees overhanging roadway	Letter				TS	S.J.	
		4407 W Main	Flags, No permit	Talked to owner				O/MC	S.J.	
		4409 W Main	Flags, No permit	Talked to owner				O/MC	S.J.	
		4410 W Main	Flags, No permit	Talked to owner				O/MC	S.J.	
		1014 Harmony	Furniture on curb	Letter				O	S.J.	
		3601 Pearl	Overgrown	HAnger				GW	S.J.	
		3600 Pearl	Ordinance Education	Made contact				O/MC	S.J.	
7/27/2022		Behind roby's	Homeless camp	1 found told to leave				MC	S.J.	
		Behind State farm	Homeless camp	nothing found					S.J.	
		Behind Long John Silver's	Homeless camp	2 found told to leave				MC	S.J.	
		La Quinta Inn	Shampoo bottles in sewer	Talked to manager				MC	S.J.	
		Roma's	dumpster complaint	Talked to manager				MC	S.J.	
		520 S 13th	Clear off of Condemned	Called DPD				D	S.J.	
		514 S 13th	Check structure for squatters	Called owner				D/MC	S.J.	
		515 S 12th	Tree in alley, Junk Appliance	Left Hanger				TS/JA	S.J.	
		1021 W Louisiana	Furniture on curb	Left Hanger				TD	S.J.	
		1011 W Texas	Unsecured Structure	Called Owner				D/MC	S.J.	
		1424 W Texas	Limbs overhanging street	Left Hanger				TS	S.J.	
		1415 W Texas	Limbs overhanging street	Left Hanger				TS	S.J.	
		505 W Alabama	Junk Vehicle	Left Hanger				JV	S.J.	
		522 W Alabama	Junk Appliance/Overgrown	Left Hanger				JA/GW	S.J.	
		607 N 7th	Respond to Animal Control Call	nothing found				AC	S.J.	
7/28/2022		1309 N 2nd	PD called, unsafe/unsanitary conditions	Condemned				D/TD/MC	S.J.	

Neighborhood Services
Daily Code Enforcement Log (Rudolf)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
7/6/2022		517 W Georgia	Overgrown grass	Will letter	L			GW	A.R.	
		609 S 13th	Overgrown Grass	Will letter	L			GW	A.R.	
		527 S 14th	Overgrown Grass	Will letter	L			GW	A.R.	
		1000 N 3rd	Limbs	Will letter	L			TD	A.R.	
		1003 W Evergreen	Limbs	Will letter	L			TD	A.R.	
		Boomerang	Complaint/Illegal Dumping	Nothing found				TD/MC	A.R.	
		Behind 9th Street Bar	Follow up/Homeless camp	Vacant				O	A.R.	
7/8/2022		1020 N 3rd	Broken branch overhanging street	Safety concern, city cut and removed				TS/MC	A.R.	
		905 N Washington	Follow up/limbs	In compliance				TD/MC	A.R.	
	Tractor Supply	Tractor Supply	Picked up donated dog food					AC	A.R.	
7/11/2022		617 S 2nd	Follow up/Trash & Debris	In compliance				TD	A.R.	
		1120 Alma Dr	Junk Vehicle	Mailed certified letters	Certified x 2			JV	A.R.	
		1222 S 9th	Grass, Junk vehicle	Will letter				GW/JV	A.R.	
		1015 N 1st	overgrown grass	Will letter				GW	A.R.	
		924 W Texas	overgrown grass	Will letter				GW	A.R.	
		316 S 15th	overgrown grass	Will letter				GW	A.R.	
		Plum & 2nd	Dead dog	Disposed of				AC	A.R.	
		4102 W Main	Follow up/Grass, Cars, Trash	Final Notice				GW/TD/JV	A.R.	
		1024 W Alabama	Limbs	Left hanger				TD/MC	A.R.	
		Criswell & University	Sight triangle complaint	Mailed Courtesy Letters	Courtesy L			GW	A.R.	
		501 N 14th	Grass Complaint	Mailed Courtesy Letters	Courtesy L			GW	A.R.	
		Wilson & Westside	Grass Complaint	Mailed Courtesy Letters	Courtesy L			GW	A.R.	
7/12/2022		800 Block Washington	Dead Cat	Did not find anything				AC	A.R.	
		1407 W Arkansas	Prepare bid for abatement					GW/TD	A.R.	
		805 S 2nd	Prepare bid for abatement					GW/TD	A.R.	
		1023 W Elm	Prepare bid for abatement					GW/TD	A.R.	
		Springfield Court (Empty Lot)	Overgrown Grass complaint	In Compliance				GW	A.R.	
		Remington Hills West	Overgrown Grass complaint	In Compliance				GW	A.R.	
		702 S 3rd	Limbs at Curb	Left hanger				TD	A.R.	
		401 S 3rd	Limbs at Curb	Left hanger				TD	A.R.	
		520 W Georgia	Limbs at Curb	Left hanger				TD	A.R.	
		619 NE 5th	Complaint/Trash at curb	Called manager				TD	A.R.	
		Mulberry and NE 5th	Sight triangle complaint	Will letter				GW/TS	A.R.	
		917 W Georgia	Assist AC in picking up snake	Could not find				AC/MC	A.R.	
		Tokyo	Car vs Pole	No structural damage				O	A.R.	
		409 W Locust	Complaint/Mattress	Left hanger				TD	A.R.	
		Little Caesars	Trailer blocking alley	Spoke with manager, will be moved in 24hrs, FD notified				O/MC	A.R.	
		1625 Maple	Furniture	Left hanger				TD/MC	A.R.	
		1515 Maple	Limbs at curb	Left hanger				TD	A.R.	
		703 N 18th	Overgrown lawn	Called manager				GW/MC	A.R.	
7/13/2022		211 W Poplar	Took pictures before abatement					GW/TS	A.R.	
		207 W Texas	Took pictures before abatement					GW/TS	A.R.	
		1315 N 2nd	Possible squatters	Nothing found				O	A.R.	
		211 W Plum	Trash and Debris	called owner, in process of cleaning				TD/MC	A.R.	
		924 N 8th	Delivered trap for ACO					AC	A.R.	
		Cale Switch	Check trap for ACO	No dog				AC	A.R.	
		313 N 12th	Explain ordinance					D/JV/MC	A.R.	
		211 W Poplar	Took pictures after abatement					GW/TS	A.R.	
		207 W Texas	Took pictures after abatement					GW/TS	A.R.	
7/14/2022		607 W Elm	Roofing Permit	Yes				O	A.R.	
		Empty lot Wilson St	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		2605 Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		Empty lot Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	

Neighborhood Services
Daily Code Enforcement Log (Rudolf)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
		Empty lot Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		Empty lot Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		Empty lot Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		Empty lot Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		Empty lot Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		Empty lot Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		Empty lot Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		Empty lot Maxey Dr	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		Empty lot Wilson St	Overgrown grass & Trees	Will letter	L			GW/TS	A.R.	
		224 S Holcomb	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		301 Holcomb	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty lot SE 8th	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		223 SE 8th	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		1118 Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty Lot Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty Lot Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty Lot Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty Lot Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty Lot Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty Lot Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty Lot Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty Lot Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		Empty Lot Hillcrest	Overgrown grass & Trees	Will letter				GW/TS	A.R.	
		New development Meeting						O	A.R.	
		1113 Beretta	Call, bird in garage	Nothing found				AC/MC	A.R.	
7/15/2022		1025 Locust	Trash on curb	spoke to tenant				TD/MC	A.R.	
		1024 Liveoak	Water issue	Gave until monday at 3				D	A.R.	
		414 NE 2nd	Open door/ Welfare check	All good				O/MC	A.R.	
		Rodeo hills								
7/18/2022		1524 W Cedar	Follow up on Junk vehicle	Vehicle gone				JV	A.R.	
		2301 Westside Dr	Overgrown grass and weeds	Letter				GW	A.R.	
		Westside and Wilson	Overgrown grass and weeds	Letter				GW	A.R.	
		Shirley St Northside	Overgrown grass and weeds	Letter				GW	A.R.	
		415 E Arkansas	Follow up on Dog Bite	No dog				AC	A.R.	
		209 SE 6th	Furniture on curb	Follow up in 2 days				TB	A.R.	
		702 N 4th	Bus showed up					JV	A.R.	
		617 S 2nd	Limbs overhanging house	No limbs found					A.R.	
		Garage sale signs around town	Picked up						A.R.	
7/19/2022		Animal Shelter	Cleaned and fed dogs					AC	A.R.	
		415 E Arkansas	Dog bite report	No contact made				AC	A.R.	
		Court day	1 person showed					C	A.R.	
		1024 Liveoak	No active water	Account was paid				D/MC	A.R.	
7/20/2022			Prepared Liens							
		630 S 10th	Overgrown Grass	Will send courtesy letter				GW	A.R.	
		1202 W Evergreen	Overgrown Grass	Will send courtesy letter				GW	A.R.	
		713 W Beech	Burn out	Attempted to make contact with owner				D	A.R.	
		DIA Property	Look at to prepare bids					TD/GW	A.R.	
		805 S 2nd	Check to see if abated	Will be abated				AC/MC	A.R.	
		1222 Grant	See if house was condemned	Condemned the house				D	A.R.	
7/21/2022		1023 Elm	Pre Abatement pics					GW	A.R.	
		1105 Elm	Overgrown Alley	Left Hanger				GW	A.R.	
		713 Beech	Burnout	50-75% Dmg				B	A.R.	
		2605 Maxey	follow up on letter	Wrong address				GW	A.R.	
		806 W Evergreen	Grass and weeds	Courtesy letter	L			GW	A.R.	

Neighborhood Services
Daily Code Enforcement Log (Rudolf)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
		1202 W Evergreen	Grass and weeds	Courtesy letter	L			GW	A.R.	
		630 S 10th	Grass and weeds	Courtesy letter	L			GW	A.R.	
		Elm and 17th	Grass and weeds	Courtesy letter				GW	A.R.	
7/22/2022		Robin Hood & Robin Hood	Empty lot overgrown	Will letter				GW	A.R.	
		515 10th	Storm Limbs	email sent				GW	A.R.	
		S 9th Bar	Homeless	nothing found					A.R.	
7/25/2022		723 W Locust	Alley	Letter				TS	A.R.	
		715 W Locust	Alley	Letter				TS	A.R.	
		701 W Locust	Alley	Letter				TS	A.R.	
		708 W Locust	Alley	Letter				TS	A.R.	
7/26/2022		601 N 8th	Trees overhanging roadway	Letter				TS	A.R.	
		708 W Locust	Trees overhanging roadway	Letter				TS	A.R.	
		523 N 9th	Trees overhanging roadway	Letter				TS	A.R.	
		924 W Mulberry	Trees overhanging roadway	Letter				TS	A.R.	
		922 Liveoak 10th side	Trees overhanging roadway	Letter				TS	A.R.	
		520 N 9th	Trees overhanging roadway	Letter				TS	A.R.	
		4407 W Main	Flags, No permit	Talked to owner				O/MC	A.R.	
		4409 W Main	Flags, No permit	Talked to owner				O/MC	A.R.	
		4410 W Main	Flags, No permit	Talked to owner				O/MC	A.R.	
		1014 Harmony	Furniture on curb	Letter				O	A.R.	
		3601 Pearl	Overgrown	Hanger				GW	A.R.	
		3600 Pearl	Ordinance Education	Made contact				O/MC	A.R.	
7/27/2022		Behind Roby's	Homeless camp	1 found told to leave				MC	A.R.	
		Behind State farm	Homeless camp	nothing found					A.R.	
		Behind Long John Silver's	Homeless camp	2 found told to leave				MC	A.R.	
		La Quinta Inn	Shampoo bottles in sewer	Talked to manager				MC	A.R.	
		Roma's	dumpster complaint	Talked to manager				MC	A.R.	
		520 S 13th	Clear off of Condemned	Called DPD				D	A.R.	
		514 S 13th	Check structure for squatters	Called owner				D/MC	A.R.	
		515 S 12th	Tree in alley, Junk Appliance	Left Hanger				TS/JA	A.R.	
		1021 W Louisiana	Furniture on curb	Left Hanger				TD	A.R.	
		1011 W Texas	Unsecured Structure	Called Owner				D/MC	A.R.	
		1424 W Texas	Limbs overhanging street	Left Hanger				TS	A.R.	
		1415 W Texas	Limbs overhanging street	Left Hanger				TS	A.R.	
		505 W Alabama	Junk Vehicle	Left Hanger				JV	A.R.	
		522 W Alabama	Junk Appliance/Overgrown	Left Hanger				JA/GW	A.R.	
		607 N 7th	Respond to Animal Control Call	nothing found				AC	A.R.	
7/28/2022		1645 N 9th	Furniture on curb	Left hanger				TD	A.R.	
		2203 Dentwood	Furniture on curb	Left hanger				TD	A.R.	
		W Locust Apartments	Furniture on curb	Called Manager				TD	A.R.	

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
7/1/2022		4501 Washington	Large pile of trash near road	Owner will remove				TD/MC	P.C.	
		125 Redbud Ln	Complaint of unsanitary	No violation found				D/MC	P.C.	
		Lot 1&2 San Angelo	F/U on grass & weed complaint	Owner mowed				GW	P.C.	
		2 Lots St. Ives	F/U on grass & weed complaint	Owner mowed				GW	P.C.	
		Lot Corner of St. Ives	F/U on grass & weed complaint	Owner mowed				GW	P.C.	
		Washington & Live Oak	Mattress in road	Removed				TD	P.C.	
7/5/2022		1407 W Arkansas		Checked for CE				GW/D/TS	P.C.	
		W Arkansas		Checked for CE				GW	P.C.	
		W Arkansas		Checked for CE				GW	P.C.	
		3109 W Arkansas		Checked for CE				GW	P.C.	
		3418 W Arkansas		Checked for CE				GW	P.C.	
		301 S 3rd		Checked for CE				GW/D	P.C.	
		223 W Tennessee		Checked for CE				TS	P.C.	
		805 S 2nd		Checked for CE				GW/LB	P.C.	
		801 S 2nd		Checked for CE				GW/TS	P.C.	
		421 W Alabama		Checked for CE				GW	P.C.	
		916 W Alabama		Checked for CE				GW	P.C.	
		911 W Alabama		Checked for CE				TD/GW	P.C.	
		1108 Wilson		Checked for CE				JV/O	P.C.	
		812 N 6th		Checked for CE				GW	P.C.	
		804 N 6th		Checked for CE				GW/TD/JV	P.C.	
		2302 Mason		Checked for CE				GW/O/ACO	P.C.	
		Larkspur (Dead End)	Possible abandon car	Owner was mowing field				O/MC	P.C.	
		Lot Across From 1923 Larkspur	Complaint of grass to high	Courtesy Letter				GW	P.C.	
		1611 Larkspur	Complaint of grass to high	Courtesy Letter				GW	P.C.	
		3838 Wilson	Complaint of grass to high	Hanger				GW	P.C.	
7/6/2022		1217 W Locust	Bus blocking alley	Owner removed				O/MC	P.C.	
		501 N 14th	Empty lot tall grass	Letter				GW	P.C.	
		1504 W Evergreen	Tall grass	Hanger				GW	P.C.	
		1608 W Main	Truck (junk) by alley	Owner removed				JV/MC	P.C.	
		S 9th & Tennessee	Checked homeless camp	Vacant				O	P.C.	
		Billy Miller Park	Checked homeless camp	Vacant				O	P.C.	
			Mailed CE letters					O	P.C.	
7/7/2022		1111 W Arkansas	Couches at curb	Owner removing				TD/MC	P.C.	
		Signs						O	P.C.	
		312 Westside Dr	None permitted roof repair	Spoke to manager, will notify corp.				O/MC	P.C.	
		405 Westside Dr	Furniture around dumpster	Removing				TD/MC	P.C.	
		1223 N 4th	Unsecured building	Notified college PD				D/MC	P.C.	
		800 N 2nd	Mattress at dumpster	Called manager				TD/MC	P.C.	
		1646 N 9th	Tall grass	Hanger				GW	P.C.	
		1608 W Main	Yard sale	had permit				O/MC	P.C.	
7/8/2022		820 W Elm	Condemned sticker illegally removed	Posted new sticker				D	P.C.	
		313 N 12th		Posted for CE				D/JV	P.C.	
		1703 Cedar Ridge Cir		Posted for CE				D/GW	P.C.	
		1901 W Main		Posted for CE				O/GW/TD	P.C.	
		121 Sunny Meadows		Posted for CE				JV/TD/TS/GW	P.C.	
		1000 N 3rd		Posted for CE				TD	P.C.	
		1003 W Evergreen		Posted for CE				TD	P.C.	
		517 W Georgia		Posted for CE				GW	P.C.	
		1503 W Texas		Posted for CE				GW	P.C.	
		527 S 14th		Posted for CE				GW	P.C.	
		609 S 13th		Posted for CE				GW	P.C.	
7/9/2022		319 W Louisiana	Property getting abated	Took before pics				O	P.C.	
		1224 W Mississippi	Property getting abated	Took before pics				O	P.C.	
		2701 University	Complaint of tall grass sight tri.	Courtesy letter				GW	P.C.	
		1107 W Live Oak	Yard sale	had permit				O/MC	P.C.	
		209 N 12th	Yard sale	had permit				O/MC	P.C.	
		316 S 15th	Tall grass around house	Letter	L			GW	P.C.	

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
		308 S 4th	Tall grass along curb	Courtesy letter	CL			GW	P.C.	
		1419 W Mississippi	Lot tall grass	Letter	L			GW	P.C.	
7/11/2022 - 7/15/2022	Vacation								P.C.	
7/18/2022		1524 W Cedar	F/U on Junk car in drive	Owner removed				JV	P.C.	
		415 E Arkansas	Report of dog bite	ACO called us off				ACO	P.C.	
		209 SE 6th	Couches at curb	Warning				TD	P.C.	
		617 S 2nd	Complaint of tree limb on house	No limb found/Civil matter				O	P.C.	
		Signs						O	P.C.	
		2301 Westside Dr	Tall grass over curb	Letter	L			GW	P.C.	
		2311 Wilson	Trees over road	Letter	L			TS	P.C.	
		2313 Wilson	Trees over road	Letter	L			TS	P.C.	
		Corner f Wilson & Westside	Tall grass around stop sign	Streets Dept mowing				GW	P.C.	
		Corner of Wilson & Gershwin	Tall grass around stop sign	Letter	L			GW	P.C.	
		Larry Ave	Tree growing up out of road	Streets Dept removing				TS	P.C.	
		4501 Washington	F/U on large pile of debris at road	Owner removed				TD	P.C.	
		702 N 4th	Complaint of Junk bus in drive	Not in violation/ Not junk				JV/MC	P.C.	
7/19/2022		702 Pine St	Trash and debris under carport	Letter	L			TD	P.C.	
		523 Plum St	Tall grass	Contacted owner				GW/MC	P.C.	
		911 N 6th	Couches at curb	Warning				TD	P.C.	
		1107 Hill	Pile of household items at curb	Removing the 20th				TD/MC	P.C.	
		1120 Hill	Large pile of wood and debris	Letter	L			TD	P.C.	
7/20/2022		702 N 4th	Complaint of polycart left out	Owner removed				OMC	P.C.	
		623 N 4th	Complaint of tall grass	Hanger				GW	P.C.	
		409 W Locust	Complaint of mattress behind house	Warning				TD	P.C.	
		1407 W Arkansas	City abatement	Took pics				O	P.C.	
		805 S 2nd	City abatement	Took pics				O	P.C.	
		215 N 6th	Car parked in road	Owner removed				OMC	P.C.	
		1120 Hill	Mailed for CE					TD	P.C.	
		702 W Pine	Mailed for CE					TD	P.C.	
		2311 Wilson	Mailed for CE					GW/TS	P.C.	
		2301 Westside Dr	Mailed for CE					GW	P.C.	
		Wilson & Gershwin	Mailed for CE					GW	P.C.	
7/21/2022		1327 N 16th	Temp sign permit up	Owner removed				O	P.C.	
		1255 N Washington	Debris piled in alley	Owner removing				TD/MC	P.C.	
		1015 W Locust	Multiple bags of leaves, poly cart	Hanger				TD	P.C.	
		415 Northridge	Tall grass, trailer of junk, brush	Letter	L			GW/TD	P.C.	
		1645 N 9th	Couch at curb	Gave owner 48hr				TD/MC	P.C.	
		617 S 2nd	Complaint of trees	Went over ordinances				OMC	P.C.	
		702 S 5th	Recliner and mattress at curb	Warning				TD	P.C.	
		314 S 4th	Tall grass, brush, tree down	Courtesy letter	CL			GW/TD	P.C.	
		321 N 4th	Recliner and mattress at curb	Warning				TD	P.C.	
		319 N 4th	Recliner and mattress at curb	Warning				TD	P.C.	
		517 N 11th	Love seat at curb	Gave owner 48hr				TD/MC	P.C.	
		319 N 9th	Bedding at curb	Warning				TD	P.C.	
7/22/2022		312 S 15th	Recliner and trash at curb	Warning				TD	P.C.	
		5210 Martin Cir	Complaint of tall grass	No violation found				GW	P.C.	
		1407 W Arkansas	Property abated	Took pics of abatement				O	P.C.	
		1222 S 9th		Posted For CE				JV/GW	P.C.	
		316 S 15th		Posted For CE				GW	P.C.	
		924 W Texas		Posted For CE				GW	P.C.	
		702 W Pine		Posted For CE				TD	P.C.	
		1122 Grant		Posted For CE				D	P.C.	
		1120 Hill		Posted For CE				TD	P.C.	
		2301 Westside Dr		Posted For CE				GW	P.C.	
		Wilson & Gershwin		Posted For CE				GW	P.C.	
		2311 Wilson		Posted For CE				GW/TS	P.C.	
		Maxey Drive (Lot 1)		Posted For CE				GW/TS	P.C.	
		Maxey Drive (Lot 4)		Posted For CE				TS/GW	P.C.	

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
		Maxey Drive (Lot 5)		Posted For CE				GW/TS	P.C.	
		Maxey Drive (Lot 9)		Posted For CE				GW/TS	P.C.	
		Maxey Drive (Lot 10)		Posted For CE				GW/TS	P.C.	
		Maxey Drive (Lot 11)		Posted For CE				GW/TS	P.C.	
		Maxey Drive (Lot 12)		Posted For CE				GW/TS	P.C.	
		Maxey Drive (Lot 7)		Posted For CE				GW/TS	P.C.	
		Maxey Drive (Lot 8)		Posted For CE				GW/TS	P.C.	
		Wilson Street (Lot)		Posted For CE				GW/TS	P.C.	
		Wilson Street (Spears Lot)		Posted For CE				GW/TS	P.C.	
7/25/2022		Sleepy Hollow Dr (Lot 1)	Overgrown lot	Letter	L			GW	P.C.	
		Sleepy Hollow Dr (Lot 2)	Overgrown lot	Letter	L			GW	P.C.	
		Sleepy Hollow Dr (Lot 3)	Overgrown lot	Letter	L			GW	P.C.	
		Sleepy Hollow Dr (Lot 4)	Overgrown lot	Letter	L			GW	P.C.	
		Robin Hood (Lot 1)	Overgrown lot	Letter	L			GW	P.C.	
		907 Brookside	Tall grass	Hanger				GW	P.C.	
		824 Wilson	Limbs piled by house	Warning				TD	P.C.	
		112 Wilson	Mattress and debris around dumpster	Contacted property				TD/MC	P.C.	
		1000 Chuckwa	Trash, furniture, junk appliances behind building	Letter	L			TD/JA	P.C.	
		1224 Dallas	Limbs and tall grass	Warning				TD/GW	P.C.	
		1124 S 9th	Complaint of limbs being dumped	Civil Matter				TD/MC	P.C.	
7/26/2022		4410 W Main	Temp flags by road	Owner warned to remove or be fined				O/MC	P.C.	
		4409 W Main	Temp flags by road	Warning				O	P.C.	
		4407 W Main	Temp flags by road	Owner removing and getting permit				O/MC	P.C.	
		1014 Harmony	Furniture by curb	Will contact property owner				TD	P.C.	
		3601 Pearl	Tall grass	Hanger				GW	P.C.	
		3600 Pearl	Inquired about water and rules	Went over ordinances				O/MC	P.C.	
		D33 Harmony	Trash at curb	Will contact property owner				TD	P.C.	
		H 32 Harmony	Tall grass	Will contact property owner				GW	P.C.	
		H22 Harmony	Tall grass	Will contact property owner				GW	P.C.	
		803 & Half	Recliner and trash at curb	Warning				TD	P.C.	
		911 N 6th	F/U on warning for couch at curb	Owner removed				TD	P.C.	
7/27/2022		522 W Locust	Overgrown lot	Letter				GW	P.C.	
		512 W Locust	Couch at curb	Warning				TD	P.C.	
		410 S 3rd	Pick up pile under low power line	Owner moving				O/MC	P.C.	
	Animal Control	N 4th & Plum	Dog loose	Owner got dog				ACO/MC	P.C.	
		523 Plum	Tall grass	Letter				GW	P.C.	
		1116 N 5th	Household items piled in yard	Owner removing				TD/MC	P.C.	
		1318 N 4th	Recliner at curb	Warning				TD	P.C.	
		1319 N 4th	Limbs over roadway	Owner cut				TS/MC	P.C.	
7/28/2022		W Texas & S 1st	Overgrown lot	Letter				GW	P.C.	
		106 W Louisiana	Overgrown lot	Letter				GW	P.C.	
		Sunny Meadows	Abandon vehicle	Owner removed				JV/MC	P.C.	
		SunnySide	Illegal dumping	Notify streets				TD	P.C.	
		117 N 4th	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		119 N 4th	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		109 N 6th	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		320 W Main	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		310 W Main	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		129 - 117 N 3rd	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		111 S 2nd	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		201 - 225 W Main	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		301 - 323 W Main	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		405 - 421 W Main	Weeds and trash in alley	Courtesy letter	CL			GW/TD	P.C.	
		38 W Locust	Mattress at curb	Warning				TD	P.C.	
7/29/2022		218 N 3rd	Trees over sidewalk	Letter				TS	P.C.	
		Sunny Meadows	Limb down in road	Removed				TD	P.C.	
		1128 E Main	Limb down in road	Pulled out of road, notified property manager of violation				TD/MC	P.C.	

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

July-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
		424 S 10th	Recliner at curb	Warning				TD	P.C.	
		420 S 10th	Ice box in front yard	Warning				JA	P.C.	
	Animal Control	E Main & Mclean	2 dogs loose, poor condition	Notified ACO				ACO	P.C.	
7/30/2022		1324 W Locust	Yard sale	Permit				O/MC	P.C.	
		1950 W Elm	Yard sale	Permit				O/MC	P.C.	
		1524 W Cedar	Trailer of debris	Attempted to haul off was turned away at landfill, will try again				TD/MC	P.C.	
		1818 W Cedar	Severely damaged poly cart	Hanger				O	P.C.	
		2301 W Main	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	
		2502 W Main	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	
		804 N 1st	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	
		616 N 1st	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	
		420 N 1st	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	
		402 N 1st	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	
		1115 N 1st	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	
		1020 N Washington	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	
		1016 N Washington	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	
		801 S 9th	Out of business, sign still up	Will communicate with ComDev Director to see what steps to take				O	P.C.	

City of Durant
Neighborhood Services
Daily Animal Control Log (Fulton)

July-2022

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
7/1/2022	SB 75 @ Main	Dog @ large	UTL; Extra patrol	F/U	KF	
	518 W Locust	Deceased cat	Dog dug up from yard; P/U	N/A	KF	
	1128 E Main	Abandoned dogs	2 Dogs P/U; Abandoned in condemned house	F/U	KF	
	Twin Oaks Apts	Welfare check	Dogs OK; F/U regarding junk piled up @ fence	F/U	KF	
7/5/2022	Shelter	Person trying to dump dog @ shelter	Found in CL; Impounded	N/A	KF	
	510 W Tennessee	Dog @ large	UTL; Extra patrol	N/A	KF	
	100 Blk Lynn Haven	Dog @ large	UTL; Extra patrol	N/A	KF	
	Shelter	Person who rescued kittens requesting assistance	Contacted cat rescue organization	N/A	KF	
	309 S 3rd	Abandoned dog investigation	Left dogs @ condemned trailer 1128 E Main; 2 citations; Cruelty and @ large	2C; 1W	KF	
	320 W Elm	Cats abandoned @ condemned house	2 adults & 4 kittens P/U; Impounded	F/U	KF	
	719 N 12th	Ongoing code/ animal issues	Explained violations; Will send letter	4W	KF	
	106 Lynn Haven	Dog @ large	Attempting to catch; Given 6 hours	1W	KF	
	Burkes	Snake in store	Captured; Released in countryside	N/A	KF	
7/6/2022	1407 W Arkansas	*CE; Condemned house		F/U	KF	
	604 S 12th	Feral cat trapped	P/U; Taken to vet; Adopted for barn cat	N/A	KF	
	S 9th X Stockyards	*PD arrest w/ dog in car	P/U; Impounded	N/A	KF	
	107 Lynn Haven	Ongoing issue w/ dog @ large	Lent trap to catch; Given until following morning	1W	KF	
	Shelter	Interested in dog adoption	1 Dog adopted	N/A	KF	
	BCAH	Dog taken to be seen for ear injury	KF transported; DB stayed for exam; Rescue donated fee	N/A	KF	
	Shelter	Interested in dog adoption	1 Dog adopted	N/A	KF	
	Tractor Supply	Food donation	P/U	N/A	KF	
	SE 1st	2 dogs @ large	Spoke to owner; Will contain	1W	KF	
	Grand St X Roosevelt	Welfare concern	Spoke to owners; Male is dangerous; Female complied	2W	KF	
	Shelter	Found baby opossum	Contacted game warden	N/A	KF	
7/7/2022	106 Lynn Haven	Dog Captured	P/U Trap	N/A	KF	
	1604 Winchester Way	2 kittens trapped	P/U; Impounded	N/A	KF	
7/8/2022	602 S 12th	Feral cat trapped	Taken to BCAH; Adopted for barn cat	N/A	KF	
	2200 Four Seasons Dr Apt F20	Dog chased man while walking	Left statement to fill out	F/U	KF	
	1108 Wilson St	Aggressive dog	Spoke to owner; Will F/U	F/U	KF	
	S 4th X Louisiana	Welfare concern	2 Dogs & 5 puppies in poor conditions	4W	KF	
	The Mission	Homeless person w/ sick dog	Dog cannot walk	F/U	KF	
	BCAH	Dog euth; Civil service	Euthanized @ donor's expense	N/A	KF	
	Magnolia X NE 2nd	2 Dogs @ large	Spoke to owner; Will contain	1W	KF	
	Shelter	Rescue	2 Dogs to rescue	N/A		
7/9/2022	TEND POUND					
7/10/2022	TEND POUND					
7/11/2022	1015 W Texas	F/U w/ owner regarding dog bite	Dog put into quarantine @ DAH	F/U	KF	
	Fites TP	F/U w/ victim regarding dog bite	Victim not home; Left statement w/ girlfriend	F/U	KF	
	723 S 15th	Dog @ large	P/U; Impounded	N/A	KF	
	617 S 15th	*CE; T&D	Spoke to resident; Advised they contacted sanitation week prior	F/U	KF	
	518 W Locust	Dead animals	Two deceased cats; Worried there is more; Previous tenant animal under investigation	N/A	KF	
	602 S 2nd	Dog @ large	UTL; Extra patrol	F/U	KF	
	Travel Plaza West	Dog @ large	Officer took it home	N/A	KF	
	413 NE 3rd	*CE; Junk Vehicle				
	4101 Sunnyside Dr	*CE; Welfare check	3 thin dogs in too small pen; JV; T&D; JA	4W	KF	
	2nd X Pine	*PD; Deceased dog	Bloody & in sleeping bag; P/U	N/A	KF	
	Shelter	Rescue	1 Dog to rescue	N/A	KF	
	719 N 13th	F/U regarding code and animal violations	Letter mailed	F/U	KF	
7/12/2022	2335 Cale Switch	2 Dogs @ large	1 P/U; Impounded; Trap left for other	F/U	KF	
	S 15th X Georgia	2 Dogs @ large	UTL; Extra patrol	F/U	KF	
	907 W Georgia	Snake	UTL	N/A	KF	
	205 SE 3rd	3 Dogs @ large	Dogs belong to resident; Will contain	N/A	KF	
	824 N 4th	Welfare concern	Dogs are OK	F/U	KF	

City of Durant
Neighborhood Services
Daily Animal Control Log (Fulton)

July-2022

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
	Shelter	Wants to surrender dog	Out of CL; Later dog showed up loose @ pruetts; F/U	F/U	KF	
	4th X Louisiana	F/U regarding welfare concerns	Dogs are OK; F/U in 10 days	F/U	KF	
7/13/2022	924 N 8th	Dog w/ puppies under shed	UTC; Set trap	N/A	KF	
	3525 Cale Switch	Trap check	X	N/A	KF	
	Steger	2 dogs @ large	UTL; Extra patrol	N/A	KF	
	601 W Pine	2 Dogs @ large	UTL; Extra patrol	N/A	KF	
	424 W Mulberry	Abandoned dog	Spoke to owner; Will make arrangements for dog	N/A	KF	
	Shelter	Person wanting to surrender 13 puppies	Out of CL; Referred elsewhere	N/A	KF	
	924 N 8th	Trap check	Mama trapped; Puppies x2	N/A	KF	
	Fites #16	F/U regarding bite complaint	UTL Complainant	F/U	KF	
	Shelter	Person wanting to adopt	Will F/U in future	N/A	KF	
	Avalon Apts #B20	*CE; Junk refrigerator outside	Spoke to tenant; Will make arrangements w/ prop. manager	1W	KF	
	Shelter	Person wanting to surrender found dog	Out of CL	N/A	KF	
7/14/2022	3525 Cale Switch	1 dog trapped	P/U; impounded	N/A	KF	
	Shelter	Rescue	1 cat sent to rescue	N/A	KF	
	613 Washington	Welfare complaint; Dog w/o water	Dog tangled; No water; 2W	2W	KF	
	919 W Elm	Nuisance complaint; Feeding strays	Spoke to resident; Will attempt to relocate strays; Will not feed outside cats	1W	KF	
	Fites TP	Stray cats	Stray cats getting in dumpster	N/A	KF	
	1113 Beretta Blvd	Bird in garage	UTL	N/A	KF	
	Shelter	Found dog	F/U w/ finder; Owner in jail	F/U	KF	
	301 N 12th	Welfare check	53 chickens and 20-50 quail; F/U w/ ordinances	F/U	KF	
	305 N 13th	2 Dogs @ large	Spoke to owner; Will contain	1W	KF	
7/15/2022	Alma Dr	2 dogs @ large	P/U; Impounded	F/U	KF	
	Cemetery	Found dog	P/U; Impounded	N/A	KF	
	Shelter	Person wanting to claim dogs	No proof of ownership/ vaxx; Uncooperative; Asked for PO	F/U	KF	PD advised AC would not release w/o vaxx
	914 W Tennessee	Dog @ large	P/U; Impounded	N/A	KF	
	617 NE 5th	Dog v. Chicken	Dog owner cited for aggressive animal	1C	KF	
	Shelter	Owner claim	X	1C	KF	
	Shelter	Lost dog	UTL	N/A	KF	
7/16/2022	215 SE 5th	Dog @ large knocking people down	P/U; Impounded	F/U	KF	
	617 N 6th	Cat hit by car	P/U; Died en route to vet	N/A	KF	
7/18/2022	SICK					
7/19/2022	SICK					
7/20/2022	Cardinal	RK Cow in ditch	ODOT	N/A	KF	
	219 SE 5th	Dog @ large	UTL; Extra patrol	N/A	KF	
	524 W Locust	2 Dogs @ large	UTL; Extra patrol	N/A	KF	
	221 SE 5th	F/U regarding bite report	Given statement to fill out	F/U	KF	
	415 E Arkansas	ATL dog involved in bite incident	Spoke to owner of dog	3C	KF	Refused to pay for quarantine @ vet; Dog Q @ shelter
	Shelter	Wants to adopt	Cat adopted	N/A	KF	
	UPS	Dog @ large	UTL; Extra patrol	N/A	KF	
	502 Northridge	Dog @ large	Owner located	1W	KF	
	College Inn	Dog @ large	Small; Sick puppy; Taken for parvo test; +; Euthanized	N/A	KF	
	BCAH	Non-adoptable animals	4 Dogs euthanized	N/A	KF	
	Dollar General on Main	*PD; Arrest	1 Dog P/U; Impounded	N/A	KF	
	9th X Tx	Roadkill	P/U	N/A	KF	
	Burger King	Dog @ large	UTL	N/A	KF	
	Choctaw Cultural Center	Dog @ large	UTL	N/A	KF	
	Walmart	Welfare concern; Dog locked in car	Dog is OK; Car running	N/A	KF	
	800 Blk N 8th	Welfare concern	Dog is OK	N/A	KF	
	Shelter	Rescue	2 Dogs sent to rescue org	N/A	KF	
	Shelter	Owner reclaim	Released by SJ	F/U	KF	
7/21/2022	1109 W Evergreen	Dogs @ large	Spoke to owner	4W	KF	
	Shelter	Cat adoption	1 Cat adopted	N/A	KF	
	415 E Arkansas	F/U	Other dogs @ residence will be moved by owner	F/U	KF	

City of Durant
Neighborhood Services
Daily Animal Control Log (Fulton)

July-2022

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
	Shelter	Missing dog	UTL	N/A	KF	
	205 SE 5th	Dog @ large	Written citation for no R Vaxx when released	1C	KF	
	305 Kimber Ln	Dog @ large	Owner given 2 citations	2C	KF	
	Woodland Springs	Dog @ large	P/U; Impounded	N/A	KF	
	15th X Louisiana	2 Dogs @ large	UTL; Extra patrol	N/A	KF	
	Shelter	Owner reclaim	Dog from arrest claimed by mom	N/A	KF	
	416 S 15th	Dogs @ large	UTL; Extra patrol	N/A	KF	
7/25/2022	2302 Mason St	Ongoing issue w/ animals @ large; Zoning regs	1 Citation; Aware of ordinances regarding not having livestock in CL	1C	KF	
	Bible Baptist Church	Dog @ large coming to CL	Spoke to pastor; He is taking responsibility of the dog	1W	KF	
	Dixon Apts	Dog @ large followed boy home	No adult present; F/U	F/U	KF	
	301 N 12th	Ordinance drop off		N/A	KF	
	911 N 6th	2 Dogs @ large	Spoke to owner	2W	KF	
	Dixon Apts	Wanting to surrender found dog	P/U; Impounded	N/A	KF	
7/26/2022	1224 W Cedar	Ongoing issue w/ feral cats	2 traps set	F/U	KF	
	1215 W Tx	Cats	Vacant house; Trap set next door	F/U	KF	
	1518 N 10th	P/U Ient trap	P/U	N/A	KF	
	922 Crooked Oak	P/U Opossum	P/U Released in rural area	N/A	KF	
	719 N 12th	Ongoing animal and code issues	NO progress; 3 Citations; 1 Warning; F/U 8/3	3C	KF	
	1121 N 6th	Dog @ large	P/U; Impounded	N/A	KF	
	Shelter	Rescue	4 dogs sent to rescue	N/A	KF	
	Shelter	Rescue	1 Dog sent to rescue	N/A	KF	
7/27/2022	1030 Stonebrook Cir	Dogs @ large	Elderly lady took in 2 puppies; P/U; Impounded	N/A	KF	
	607 N 7th	2 Abandoned dogs	Dogs are not abandoned	N/A	KF	
	1214 Waco	Dog @ large	UTL; Extra patrol	N/A	KF	
	Walmart	Pet food donation	P/U	N/A	KF	
	703 Stonebrook Cir	Abandoned cats	Spoke to owner; Coming to get cats	N/A	KF	
	Shelter	Owner reclaim	1 Dog sent home	1W	KF	
	Shelter	RQ for "ZEUSS" end	Owner refusing to P/U	N/A	KF	
	3408 Lazy Ln	Welfare check on cats in shed	UTL Owner or odor, etc.	F/U	KF	
7/28/2022	1109 W Evergreen	Dog @ large	UTL; Extra patrol	N/A	KF	
	Mulberry X 1st	Cow @ large	UTL; Extra patrol	N/A	KF	
	11th X Beech	Dog @ large	P/U; Impounded	N/A	KF	
	N 15th X Evergreen	Dog @ large	P/U; Impounded	N/A	KF	
	Shelter	Owner Reclaim	2 Dogs claimed by owner	2W	KF	
	NE 4th	F/U RE: Zeuss	Owner will not pay impound fees		KF	Notified responsible for euth services
	BCAH	Cat Euth	Will not euth; Released to ? for barncat	N/A	KF	
	Shelter	Rescue	2 dogs sent to rescue	N/A	KF	
7/29/2022	BCAH	Non adoptable dog	Euthanized		KF	
	1317 Michelle Dr	Abandoned dog	P/U; Impounded;	F/U	KF	Abandoned by granddaughter Kaylie Williams
	800 Blk W Tennessee	2 Aggressive dogs @ large	Spoke to owner	1W	KF	
	Walmart	Welfare concern	9 dogs left in car; no A/C	4W	KF	Homeless; Camping @ CFBay; F/U
	Boomerangs	Dog v. car	DB took to BCAH; Broken back	N/A	KF	
7/31/2022	1802 Mason St	Hog @ large	UTL; Appears to be wild hog and had left the area/ CL	F/U	KF	
	922 Crooked Oak Trl	Trapped opossum	P/U; Relocated	N/A	KF	
	600 Blk N 10th	2 Dogs @ large	1 P/U; Impounded; 1 UTL	F/U	KF	
	1902 Mason St	Large hog running loose in the neighborhood	Escaped from Tucker's Slaughterhouse; Chased for SEVERAL hours; Hog was dispatched	N/A	KF	250-300#, domestic pig MAJOR traffic hazard
	Sunnyside Rd 1/4 mi from Byers St	Illegal dumping	Several pieces of furniture; Trash bags w/ identifying mail	F/U	KF	

City of Durant

Neighborhood Services

Daily Animal Control Log (Fulton)

July-2022

Day	Calls for Service	Citation	Warning	Parvo Deaths	Dogs Picked Up	Cats Picked Up	Dogs Adopted	Cats Adopted	Dogs to Rescue	Cats to Rescue	Dogs Claimed by Owner	Cats Claimed by Owner	Bite Calls	Dogs Euthanized	Cats Euthanized	Dart Gun Deployed	Wildlife	Code
1	4	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	
2	DB																	
3	DB																	
4	HOL																	
5	9	2	6	0	1	6	0	0	0	0	0	0	0	0	0	0	1	
6	11	0	4	0	1	0	1	0	0	0	0	0	0	0	0	0	1	
7	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	
8	8	0	5	0	0	1	0	1	2	0	0	0	0	1	0	0	0	
9	TP																	
10	TP																	
11	12	0	4	0	1	0	0	0	1	0	0	0	1	0	0	0	0	
12	7	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
13	11	0	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0	
14	9	0	4	0	1	0	0	0	0	1	0	0	0	0	0	0	0	
15	7	1	0	0	4	0	0	0	0	0	2	0	0	0	0	0	0	
16	2	1	0	0	1	1	0	0	0	0	0	0	0	0	1	0	0	
17	TP																	
18	SICK																	
19	SICK																	
20	17	0	0	1	3	0	0	1	2	0	1	0	1	4	0	0	0	
21	9	3	4	0	1	0	0	0	0	0	1	0	0	0	0	0	0	
22	TP																	
23	TP																	
24	TP																	
25	6	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
26	8	3	1	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
27	8	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	
28	8	0	0	0	2	0	0	0	2	0	2	0	0	0	1	0	0	
29	5	0	5	0	0	0	0	0		0	0	0	0	2	0	0	1	
30																		
31	5	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
Total	148	10	37	1	23	10	1	2	8	1	7	0	2	7	2	0	4	

Comments:

City of Durant																			
Neighborhood Services																			
Daily Animal Control Log (Fulton)																			
July-2022																			
Day	Calls for Service	Citation	Warning	Parvo Deaths	Dogs Picked Up	Cats Picked Up	Dogs Adopted	Cats Adopted	Dogs to Rescue	Cats to Rescue	Dogs Claimed by Owner	Cats Claimed by Owner	Bite Calls	Dogs Euthanized	Cats Euthanized	Dart Gun Deployed	Wildlife	Code	

City of Durant
Neighborhood Services
Daily Animal Control Log (Beckham)

July-2022

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
7/1/2022	518 Locust	Dead cat			DB	
	1128 E main	Dogs abandoned in house			DB	
	315 Magnolia		Follow up		DB	
7/2/2022	High meadow apartments	Animal at large	Follow up		DB	
	Super cuts	2 dogs at large	2 dogs picked up		DB	
	Walmart	Dog at large	Dog picked up		DB	
	802 4th	Welfare check	Dog ok		DB	
7/3/2022	624 10th	Welfare	Dog ok		DB	
	Shelter	Owner pick up			DB	
	Elk lodge	Dumped puppies	Sent to rescue		DB	
7/6/2022	602 S 12th	Cat pick up			DB	
	B9 / stockyard	Dog picked up			DB	
	BCAH	Cat adopted			DB	
	603 S 12th	Welfare check	Dog ok		DB	
	Shelter	dog adopted			DB	
	Shelter	dog adopted			DB	
	BCAH	dogseen for medication			DB	
	1313 Denison st	welfare check		2W	DB	
	1603 W Evergreen	welfare check	dog ok		DB	
	Kwik Check	Welfare check	dog ok		DB	
7/7/2022	602 S 12th	Cats pick up			DB	
	BCAH	Cats adopted			DB	
	Lynn Haven DR	trap drop off			DB	
	BCAH	cat dropped off			DB	
	Shelter	person wanted to look at dogs			DB	
	517 NE 5th	Welfare check			DB	
7/9/2022 - 7/23/22	National Guard Training					
7/25/2022	2302 Mason St	Animal at Large		1T	DB	
	Bible Baptist Church	Welfare Check	Dog ok		DB	
	Dixon Apartments	Animal at Large			DB	
	911 Nth 6th	Welfare Check	Dog ok		DB	
	317 Nth 12th	Ordinance drop off			DB	
7/26/2022	1121 Nth 6th	dog at large	picked up		DB	
	1214 W Cedar	trap drop off			DB	
	Vet	trap pick up			DB	
	603 Nth 2nd	Welfare check	Dog ok		DB	
	719 Nth 12th	Animal at Large			DB	
	1302 Dallas	welfare Check	Dog Ok		DB	
	418 E Jones	welfare Check	Dog ok		DB	
	406 S 6th	Welfare Check	Dog ok		DB	
	Shelter	rescue pick up			DB	
7/27/2022	406 S 6th	Welfare check	dog ok		DB	
	1030 sotne brook circle	Animal at Large	2 dogs picked up		DB	
	3408 Lazy LN	Welfare check	Dog ok		DB	
	607 Nth 7th	welfare check	dog ok		DB	
7/28/2022	1st/ Mulberry	Cow out	UTL		DB	
	1223 Texas	Cat pick up			DB	
	14th/Texas	welfare check			DB	
7/29/2022	Vet	Drop off			DB	
	Walmart	Animals in car		2W	DB	
	Boomerang Diner	Dog hit by car			DB	
	Vet	Drop off			DB	
	1214 Cedar	Cat picked up taken to shelter			DB	
7/30/2022	200 NE 18th	wild pig in yard	UTL		DB	
	1104 E Main	Animals at Large	2 dogs picked up		DB	
	308 Scott St	Wild pig in yard	UTL		DB	

City of Durant

Neighborhood Services

Daily Animal Control Log (Beckham)

July-2022

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
	311 S 4th	Animal at large x2			DB	
	17th st	Animal at Large	UTL		DB	
	1506 Louisiana St	Animal at large x4			DB	

City of Durant

Neighborhood Services

Daily Animal Control Log (Beckham)

July-2022

Day	Calls for Service	Citation/Warning	Parvo Deaths	Dogs Picked Up	Cats Picked Up	Dogs Adopted	Cats Adopted	Dogs to Rescue	Cats to Rescue	Dogs Claimed by Owner	Cats Claimed by Owner	Bite Calls	Dogs Euthanized	Cats Euthanized	Dart Gun Deployed
1	3	0	0	2	0	0	0	0	0	0	0	0	0	0	0
2	4	1	0	3	0	0	0	0	0	0	0	0	0	0	0
3	3	0	0	5	0	0	0	5	0	2	0	0	0	0	0
4	10	2	0	0	1	1	1	0	0	0	0	0	0	1	0
5	6	1	0	0	2	0	2	0	0	0	0	0	0	1	0
6															
7															
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20															
21															
22															
23															
24															
25	5	3	0	0	0	0	0	0	0	0	0	0	0	0	0
26	9	0	0	1	0	0	0	4	0	0	0	0	0	0	0
27	4	0	0	2	0	0	0	0	0	0	0	0	0	0	0
28	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29															
30	6	0	0	2	0	0	0	0	0	0	0	0	0	0	0
31															
Total	57		0	15	3	1	3	9	0	2	0	0	0	2	0

Comments:

7/9/2022 - 7/23/2022 - National Guard Training



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Parks and Recreation Monthly Report- July 2022

Council Information / Action Requested

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

ATTACHMENTS:

1. July 2022 Parks Dept Monthly Report



THE CITY OF DURANT

Parks and Recreation Department

TO: Durant City Council
FROM: Ryan Brewer, Director of Parks and Recreation
DATE: August 2, 2022
SUBJECT: Monthly Report for July 2022

Parks Department

The following work in July was completed

1. Mowed trimmed and general maintenance for the Parks
2. Continued work for the Unity Statue area at Carl Albert.
3. Finished verifying everything is correct with Civic Rec Launch date August 15.
4. Mowed and cleaned up 69/75 and main street Cloverleaf.

Durant Multi Sports Complex

The following work has been completed or started in July at the Sports complex

1. General park maintenance mowing edging trimming grass
2. Finished filling out Health Department packet to start serving hot foods at concession stands. Waiting on inspection that will be August 4.
3. Hosted an overnight softball tournament 7/15, Rugby tournament on 7/23 and baseball tournament 7/30
4. Hosted a soccer camp week of July 11th-15th
5. Fixed Baseball field 1 fence will replace some of the metal that needs replaced.

Swimming Pool

1. Averaging 100 patrons at the pool a day
2. We had 32 pool parties.

Lake Durant

1. General Park maintenance



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: David Houser, Chief
Re: Police Department Monthly Report - June 2022

Please see/review attached report.

Council Information / Action Requested

Information Only

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

None

ATTACHMENTS:

1. NIBRS JUNE 2022

Durant Police Department



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

MONTHLY DEPARTMENTAL REPORT Jun-22

In accordance with the mandatory monthly report to the Oklahoma Bureau of Investigation and the National Incident Based Reporting system, the following offenses were reported

OFFENSES	Jun-22	Jun-21	YTD 2022
NIBRS-GROUP "A" OFFENSES			
ARSON	1	0	1
ASSAULT	17	11	61
BRIBERY	0	*	0
BURGLARY/BREAKING & ENTERING	4	6	57
COUNTERFEITING/FORGERY	1	*	12
DESTRUCTION/DAMAGE/VANDALISM	5	*	37
DRUG/NARCOTIC OFFENSES	37	*	223
EMBEZZLEMENT	1	*	6
EXTORTION/BLACKMAIL	0	*	0
FRAUD	8	*	47
GAMBLING	0	*	0
HOMICIDE	0	1	0
KIDNAPPING/ABDUCTION	0	*	0
LARCENY/THEFT	25	38	234
MOTOR VEHICLE THEFT	5	11	38
PORNOGRAPHY/OBSCENE MATERIAL	0	*	1
PROSTITUTION	0	*	0
ROBBERY	0	0	0
SEX OFFENSES/FORCIBLE	4	2	9
SEX OFFENSES/NONFORCIBLE	0	0	0
STOLEN PROPERTY	4	*	21
WEAPON LAW	3	*	14
TOTAL	115	69	761

* Stats were not individually reported using UCR system



Durant Police Department

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

MONTHLY DEPARTMENTAL REPORT Jun-22

OFFENSES	Jun-22	Jun-21	YTD 2022
<i>NIBRS-GROUP "B" OFFENSES</i>			
BAD CHECKS	0	*	0
CURFEW/LOITERING/VAGRANCY	0	*	1
DISORDERLY CONDUCT	9	*	63
DRIVING UNDER THE INFLUENCE	8	8	77
DRUNKENNESS	21	*	95
FAMILY OFFENSES/NONVIOLENT	2	*	10
LIQUOR LAW	0	*	5
PEEPING TOM	0	*	0
RUNAWAY	7	*	21
TESPASS OF REAL PROPERTY	0	*	11
ALL OTHER OFFENSES	111	*	426
TOTAL	158	8	709

* Stats were not individually reported using UCR system

CALLS FOR SERVICE	Jun-22	Jun-21	YTD 2022
Durant Police Department	2,383	2,081	12,402
Bryan County*	1,801	2,313	10,655
TOTAL CALLS FOR SERVICE	4,184	4,394	23,057

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



Durant Police Department

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

MONTHLY DEPARTMENTAL REPORT Jun-22

ARRESTS	Jun-22	Jun-21	YTD 2022
ADULT	210	165	1,011
JUVENILE	2	5	14
TOTAL	212	170	1,025

CITATIONS	Jun-22	Jun-21	YTD 2022
Traffic/Non-Traffic Citations	429	414	2,510
Warnings	215	165	1,057

MOTOR VEHICLE COLLISIONS	Jun-22	Jun-21	YTD 2022
Injury Accidents	6	6	38
Property Damage Accidents	30	25	197
Private Property Accidents	10	18	76
Fatality Accidents	0	0	0
TOTAL ACCIDENTS	46	49	311

DOMESTIC VIOLENCE	Included in "A" Offnses-Assaults	4	5	24
EOD Actions		17	21	69

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

RESERVE HOURS	246	340	733
CHAPLAIN HOURS	33	8.5	171.5

GROUP "A" OFFENSES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YR TOTAL
ARSON	0	0	0	0	0	1							1
ASSAULT	4	12	8	13	7	17							61
BRIBERY	0	0	0	0	0	0							0
BURGLARY/B&E	8	11	8	19	7	4							57
COUNTFT/FORGERY	2	1	5	3	0	1							12
DESTRN/DAMG/VAND	2	8	7	6	9	5							37
DRUG/NARCOTIC	37	17	39	44	49	37							223
EMBEZZLEMENT	1	1	0	1	2	1							6
EXTORTION/BLKMAIL	0	0	0	0	0	0							0
FRAUD	10	3	5	9	12	8							47
GAMBLING	0	0	0	0	0	0							0
HOMICIDE	0	0	0	0	0	0							0
KIDNAP/ABDUCT	0	0	0	0	0	0							0
LARCENY/THEFT	39	37	54	41	38	25							234
MTR VEH THEFT	8	4	13	3	5	5							38
PORN/OBSC MATERIAL	0	0	0	0	1	0							1
PROSTITUTION	0	0	0	0	0	0							0
ROBBERY	0	0	0	0	0	0							0
SEX OFF/FORCIBLE	3	0	1	0	1	4							9
SEX OFF/NON-FORCE	0	0	0	0	0	0							0
STOLEN PROPERTY	3	3	4	6	1	4							21
WEAPONS	1	5	2	2	1	3							14
Group "A" TOTAL	118	102	146	147	133	115	0	0	0	0	0	0	761
GROUP "B" OFFENSES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YR TOTAL
BAD CHECKS	0	0	0	0	0	0							0
CURFEW/LOITER/VAGRANT	0	0	1	0	0	0							1
DISORDERLY CONDUCT	11	13	5	17	8	9							63
DUI	11	9	18	14	17	8							77
DRUNKENNESS	10	13	14	18	19	21							95
FAMILY OFFENSES/NON-V	0	4	1	2	1	2							10
LIQUOR	1	0	1	0	3	0							5
PEEPING TOM	0	0	0	0	0	0							0
RUNAWAY	3	4	3	3	1	7							21
TRESPASS OF REAL PROP	2	3	0	1	5	0							11
ALL OTHER OFFENSES	45	45	52	72	101	111							426
Group "B" TOTAL	83	91	95	127	155	158	0	0	0	0	0	0	709
DURANT PD CFS	1731	1648	2000	2155	2485	2383							12402
BRYAN COUNTY LE CFS	1496	1424	1822	1975	2137	1801							10655
Calls For Service TOTAL	3227	3072	3822	4130	4622	4184	0	0	0	0	0	0	23057
ARRESTS-ADULT	134	135	131	188	213	210							1011
ARRESTS-JUVENILE	3	3	1	2	3	2							14
Arrests TOTAL	137	138	132	190	216	212	0	0	0	0	0	0	1025
CITATIONS	388	410	378	358	547	429							2510
WARNINGS	119	196	198	153	176	215							1057
MVC INJURY	8	2	7	7	8	6							38
MVC PROP DAMAGE	26	33	37	28	43	30							197
MVC PRIVATE PROP	4	15	16	14	17	10							76
MVC FATALITY	0	0	0	0	0	0							0
MVC TOTAL	38	50	60	49	68	46	0	0	0	0	0	0	311
DOMESTIC VIOLENCE (ASLT)	4	4	5	3	4	4							24
EOD	10	10	11	13	8	17							69
RESERVE HOURS	132	70	71	94	120	246							733
CHAPLAIN HOURS	30	28	26.25	39.75	14.5	33							171.5



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Margret Southerland, Senior Citizen Center Director
Re: Ron Cross Senior Activity Center Monthly Report - July 2022

Council Information / Action Requested

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

ATTACHMENTS:

1. Sr Citizen Center Highlight - July 2022



THE CITY OF DURANT

Ron Cross Senior Activity Center

08.01.2022

City Manager:

Highlights for 06.04 – 06.08:

Off for July 4th. Safety inspection per Mike Claborn, gave me instructions on corrections I need to have done to the building. Waiting for Parks to help correct those safety issues. Daily Operations of the RCSAC, Scheduling Activities, Finishing Calendar for July. Administrative duties and invoice reconciliation. Met Kathy Fuss on the Unite Us Workshop to be held on the 28th here at the RCSAC. Met with tenants on getting a “lock-down program” put in place on the doors with badges in the case the RCSAC were to have an active shooter or a violent situation to protect the seniors and ourselves. Emailed City Manager, Director of IT, and Asst. City Manager. Invoice Reconciliation and daily tasks.

Highlights for 06.11 – 06.15:

Meeting with Grants on THF Grant, Scheduling Activities for the Senior Empowerment Series, Daily Operations of the RCSAC, Administrative duties and invoice reconciliation. Meeting with Elara caring to Present Home Health Programs to the seniors on the 21st, Ron Cross Senior Activity Center Phone List, scheduling time with Parks to go with me to Durant Lumber and Lowe’s to pick up materials needed for the RCSAC. Following up on the “lock-down program” to put in place. Working with AT&T and IT to get the phone issues resolved, as they are still ongoing. Invoice Reconciliation and daily tasks.

Highlight for 06.18 – 06.22:

Meeting with Brenda Monroe on Crafts, Active Shooter Training with Choctaw, Weekly Rotary Meeting, Following up on the “lock-down program” to put in place. Senior Citizens Advisory Committee Meeting on the 27th. Guest Speaker Teresa Spurgin on Veteran’s Services. Guest Speaker Elara Caring on Senior Empowerment Series (Home Health Readiness), Confirming with Dr. Plumb on event on the 27th, Met with Emergency Management on Safety, Facilities, and Grants on the THF Grant and to make sure it would pass fire code for the non-perishable storage from the grant. Invoice Reconciliation and daily tasks.

Highlights for 06.25 – 06.29:

Met with Mike Claborn on Generator Location, Working on the THF Grant, Dr. Plumb Guest Speaker on Patient Care, Monthly Birthday and Blood Pressure Clinic. Senior Citizens Advisory Committee Prep and Meeting, Department Head Staff Meeting, Working on August Calendar and scheduling upcoming events, Emergency Management and Lockdown Program hinge sleeves and walk-through. Payroll. IT to get the phone issues resolved. CRASE training scheduled for August 16th for City Employees and RCSAC staff. Kathy Fuss/Unite Us Workshop Meeting rescheduled for late August. Invoice Reconciliation and daily tasks. Met with People’s 1st Industries on volunteering at RCSAC. Quote on new windows for the commercial kitchen from Mike’s Glass.

Warmest Regards,
Maggie Southerland, Sr. Center Coordinator



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Carl Meade, Street Department
Re: Street Department Monthly Report - July 2022

Council Information / Action Requested

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

ATTACHMENTS:

1. July 2022



THE CITY OF DURANT

Office of the Street Department

Monthly Report
July 1, 2022 – July 31, 2022

Tasks Completed:

1. Asphalt was added to the streets that were reported through the Public Works Admin office and were completed in order by severity.
2. Street Sweeping has been done daily and on an "as-needed basis". Street sweeping is done starting on Monday beginning with the north side of town and the driver works his way to the south side by week's end. Also being sure to address any streets that have been called in or reported online as needing attention.
3. Traffic signal maintenance was completed on W Main and N 3rd Ave. where the turn signal light was out.
4. During the month of July an estimated 150 potholes were filled with asphalt to ensure there would be no further damage to the roads and to make sure our roads were safe and in compliance with our city standards.
5. 15 street cuts were repaired with asphalt after M&O completed fixing water leaks throughout the city.
6. We got all the dirt work done at the Airport and started the rock and putting up forms and adding steel to the area.

Planned Tasks:

1. Continue our goal to provide better and safer streets by addressing any issues as they arise or are reported.
2. Address any and all signage issues throughout the city that need to be replaced or repaired.
3. Continue to repair street cuts as M&O repair water leaks.
4. We plan on starting the EOC within the next couple of weeks.

Respectfully Submitted,

Carl Meade



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: James Dalton, Assistant City Manager
Re: Discussion, Consideration, and Possible Action Amending Section 5.4 of the Airport Commercial Lease Agreement

Discussion, Consideration, and Possible Action Amending Section 5.4 of the Airport Commercial Lease Agreement

Council Information / Action Requested

Discussion, Consideration, and Possible Action Amending Section 5.4 of the Airport Commercial Lease Agreement, by Adding Verbiage That Any Airport Commercial Lease Agreement is "Submitted to the Airport Manager, **Current Airport Planning and Engineering Consultant for Review/Comment/and Verification That the Proposed Project is in Compliance With the Most Recent Airport Layout Plan and the Airport Master Plan** and Receive the Written Approval of the City, and NO Such Work Shall Be Commenced Until Such Written Approvals Are Obtained From the City, Which Approval Shall Not Be Unreasonably Withheld or Delayed".

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

Staff Will Amend the Agreement and Follow the Guidance

ATTACHMENTS:

1. Airport - Commercial Lease Agreement - Master - Proposed Amendment 5.4

COMMERCIAL LEASE AGREEMENT

This Agreement of Lease made and entered into this _____ day of _____ by and between the Durant Airport Authority, a trust of the City of Durant in Bryan County, State of Oklahoma, hereinafter referred to as "Lessor," and, _____ hereinafter referred to as "Lessee."

WITNESSETH THAT:

WHEREAS, the Durant Airport Authority is the co-sponsor and operator of the Airport known as the Durant Regional Airport which is located in the City of Durant; and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby grant to the Lessee the right to use and occupy the area of the Airport described in Article 2 hereof, during the term hereof, (hereinafter referred to as the "Leased Premises"), for the term and pursuant to the conditions hereinafter set forth.

ARTICLE 1 - TERM

1.1 The term of this lease shall be for a One (1) year period commencing on _____ Lease may be extended for 1 (one) successive period of 5 (five) years commencing upon the expiration of the original term hereof at the option of the Lessee. Lessee must notify Lessor within 90 (ninety) days of expiration of the original lease term of their intent to extend.

ARTICLE 2 - LEASE PREMISES

2.1 The Leased Premises shown on Exhibit A, attached hereto and made a part hereof consist of:

2.1.1 Improved/unimproved land area consisting of approximately
Hanger _____ Size _____

2.1.2 Any real property improvement constructed or installed thereon during the term hereof.

ARTICLE 3 - USE OF LEASED PREMISES

3.1 The Lessee shall occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:

3.1.1 It is further agreed by and between the parties that Lessee shall not use or permit the premises or any part thereof to be used for any primary purpose or purposes other than aviation purposes and/or storage of an aircraft (said aircraft must be airworthy). In the event the hangar is empty, it may not be used for non-aviation purposes or storage without the written permission of the City. Should the City permit short-term non-aviation usage the rate shall be at a higher fair- market value rate and not the aviation value rate as agreed upon in this agreement. Upon signing the lease agreement, Lessee has a period of six months from date of signing to obtain an aircraft. Any extension must be pre- approved by the Lessor. Should a Lessee lack ownership of an aircraft, whether voluntary or involuntary, at any point during the lease the Lessee shall have a period of three months to obtain ownership of an aircraft for storage in the leased premises. The demised premises are hereby leased, and no use shall be made or permitted to be made to the demised premises, nor acts done which will cause a cancellation of any insurance policy covering the buildings located thereon or any part thereof, nor about the demised premises, nor articles which may be prohibited by standard form of fire insurance policies. Lessee shall, at their own expense, comply with all requirements pertaining to the demised premises of any insurance organization or company necessary for the maintenance of insurance that is herein provided covering any building or appurtenances at any time located on the demised premises. The hangar may not be used as a living quarters. Any violation of this agreement will be cause for termination of Site Lease.

3.1.2 It is further agreed _____ that this lease is intended to be a Commercial Lease and the Lessee will operate an Aerospace Commercial Business in this Hanger as _____.

ARTICLE 4 - RENTAL

4.1 Lessee agrees to pay to the City as rental for use of the premises and the privileges herein granted the sum of \$0 per square foot for a total of \$ per month (rate x square footage= total) for the Hangar. The total of which at an annual rate is \$.

4.2 Lessee shall pay one-twelfth (1/12) of the annual rent in advance on or before the first day of each month during the term or any renewal of this lease. Provided, however, that if any monthly rental payment is not paid on or before the tenth day following the first day of each month, such payment shall bear interest at 10% per annum.

4.3 The monthly rent shall be payable at the office of the Airport Manager or such other locations as may from time to time be directed in writing by the City.

4.4 It is further understood and agreed that there shall be a mandatory site lease rate cost review every third year, for the duration of the lease, for possible rate adjustment, up or down, based on inflation and consumer price index factors and airport improvements.

ARTICLE 5 - ACCEPTANCE, CARE MAINTENANCE, IMPROVEMENTS AND REPAIR

5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the State of Oklahoma, Oklahoma Aeronautics Commission, by ordinances of the City, and other minimum standards or regulations adopted for the airport and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. City shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.

5.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. The Lessor, may, at their discretion, require a structural or other engineering analysis to ensure the Lessee is adequately maintaining the improvements on said leased property. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.

5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.2.3 Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

5.2.4 Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas.

5.2.5 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventative maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Agreement; then, the City may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided, however, if in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on demand. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising

from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), including, without limitation the new facility to be constructed by the Lessee pursuant to Section 5.5 below, undertaken by the Lessee shall be submitted to the airport manager, ***current airport planning and engineering consultant for review/comment/and verification that the proposed project is in compliance with the most recent airport layout plan and the airport master plan*** and receive the written approval of the City, and no such work shall be commenced until such written approvals are obtained from the City, which approval shall not be unreasonably withheld or delayed. City shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, or its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore.

5.5 If Lessee makes any improvements without City approval, then, upon notice to do so, Lessee shall remove the same or at the option of City, cause the same to be changes to the satisfaction of City. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, City may affect the removal or change and Lessee shall pay the cost thereof to the City. Lessee expressly agrees in the making of all improvements that, except with the written consent of City, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by City to all persons that no lien attaches to any such improvements.

5.6 Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in City free and clear of all claims on the part of the Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee. This vesting of title in the City at the time specified is a part of the consideration for this lease. The City shall not be liable to Lessee or Lessee's contractors or sub lessees for the value of any improvements constructed or located on the Leased Premises.

ARTICLE 6 - ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations hereunder in an orderly and proper manner.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 Not to produce on the Airport any disturbance that interferes with the operation by the City, the Federal Aviation Administration, or the Oklahoma Aeronautics Commission of air navigational, communication or flight equipment on the Airport.

6.2.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from City concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

6.2.4 Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder.

6.2.5 Lessee shall comply with all written instructions of the City in disposing of its trash and refuse at Lessee's expense, and shall use a system of refuse disposal approved by the City. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of City.

6.2.6 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.

6.2.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.2.8 Lessee shall take measures to insure security in compliance with Federal Air Regulations and the Airport Security Plan.

6.2.9 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

6.2.10 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. The term "working supply" as used in this Section 6.10 shall mean the amount consumed by Lessee during any normal work day.

6.2.11 Except for services permitted under Article 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to the City of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from the City.

ARTICLE 7 - INGRESS AND EGRESS

7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rites of passage thereon, except when the Airport is closed to the public.

7.2 The use of any such roadway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. City may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the City, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of the police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

ARTICLE 8 - LIABILITIES AND INDEMNITIES

8.1 City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sub lessees or tenants, or their guest or invitees.

8.2 Lessee agrees to indemnify, save and hold harmless, the City, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly

or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub lessees or tenants. Provided, however, that upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

8.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sub lessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.

8.3.1 The City reserves the right to increase the minimum liability insurance set forth in Schedule A when in the City's opinion the risks attendant to Lessee's operations hereunder have increased.

8.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

8.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the City of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

ARTICLE 9 - RULES AND REGULATIONS

9.1 From time to time the City may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all

rules and regulations, minimum standards, and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such City rules and regulations.

ARTICLE 10 - SIGNS

10.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the City. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or their traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the City.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

11.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the City.

11.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.

11.3 Any assignment of this Agreement approved and ratified by the City shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

11.4 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the City, sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation engaged in a business that is in the opinion of the City compatible with Lessee's authorized Airport business, but in no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator.

11.5 No consent by the City to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the City set forth or arising from this lease and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.

11.6 No consent to subleasing by the Lessee to a person, corporation or partnership conducting any business for profit derived from activities at the Airport shall be granted by the City without a duly executed permit agreement between the City and the sub lessee.

11.7 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Article, or if the Leased Premises are occupied by anyone other than the Lessee, City may collect from any assignee, sub lessee or anyone who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by City of the agreements contained in this Article nor of acceptance by City of any assignee, claimant or occupant, nor as a release of the Lessee by City from the further performance by the Lessee of the agreements contained herein.

ARTICLE 12 - NON-DISCRIMINATION

12.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, and Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

12.2 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

12.3 In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by City to cease and desist, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

12.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

12.5 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

ARTICLE 13 - GOVERNMENTAL REQUIREMENTS

13.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations there at and provide a copy to airport manager.

13.2 The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.

13.3 Lessee shall have the right, at its cost and expense, to undertake appropriate action to exempt all or any part of the Leased Premises from real estate taxes imposed upon the Leased Premises, or to secure a reduction in real estate taxes as assessed. Any such real estate taxes shall be apportioned as of the dates of commencement and termination of the lease. If any real estate taxes as may be assessed against the Leased Premises are reduced or eliminated, Lessee shall be entitled to full benefit thereof, including any refund payable to Lessee resulting there from.

ARTICLE 14 - RIGHTS OF ENTRY RESERVED

14.1 The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the City, its officers, employees, agents,

representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.

14.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration or new construction, the City, shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

14.3 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result there from, except for claims for damages arising from the City's sole negligence.

14.4 At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

14.5 Exercise of any or all of the foregoing rights, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE 15 - ADDITIONAL RENTS AND CHARGES

15.1 Except as provided in Section 5.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from City to perform or commence to perform any obligation required herein to be performed by Lessee, City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the City or other tenants of the Airport, and City so states in its notice to Lessee, the City may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.

15.2 If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as a result of such failure neglect or refusal of Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

ARTICLE 16 - DEFAULT

16.1 In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the City shall have the right to terminate this lease upon giving Lessee ten (10) days' notice to cure such default (except as otherwise provided in Section 5.3 above). If Lessee shall not have cured its default within said ten (10) day period to the satisfaction of the City, then the City may declare this Lease and Lessee's right of occupancy to be terminated, and Lessee shall at once quit the Premises, taking only such personality or fixtures as the City may authorize to be removed. The foregoing rights and remedies given to City are and shall be deemed to be cumulative and shall be deemed to be given to City in addition to any other and further rights granted to City herein or by law. The failure by the City at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

ARTICLE 17 - TERMINATION BY LESSEE

17.1 In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity or otherwise, as long as Lessee is not in default in payment to City of any amounts due City under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and accrued obligations hereunder, by giving City thirty (30) days' advance written notice upon or after the happening of the following events:

17.1.1 issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

17.1.2 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

ARTICLE 18 - SURRENDER AND RIGHT OF RE-ENTRY

18.1 Upon the cancellation, termination, or expiration of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation, termination, or expiration the City will re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement. Furthermore, upon such cancellation, termination, or expiration, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation, termination, or expiration, and for which period Lessee will pay to the City current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be

occasioned by such removal, and restores the building and site to the condition above required. Upon the reversion of the Leased Premises to the City the Lessee shall have first right of refusal to enter into an agreement to rent the Premises from the City at an agreed upon rate. The rental rate shall be determined by similarly valued City owned facilities and not the ground lease rate.

ARTICLE 19 - SERVICES TO LESSEE

19.1 City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided, however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the runways and taxiways in good repair. City agrees to keep in good repair hard- surfaced public roads for access to the Leased Premises. City also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with City Ordinances governing same.

19.2 Lessee will contract with and obtain all required permits from the appropriate City Departments for any utility services provided by City, paying any required connection fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.

19.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, telephone, and burglary and fire protection services furnished to the Leased Premises.

ARTICLE 20 - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

20.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Article 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to City to the same extent, at the same time or times , and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

20.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:

20.2.1 the amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

20.2.2 An amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 21 - USE SUBSEQUENT TO CANCELLATION OR TERMINATION

21.1 The City, upon termination or cancellation pursuant to Article 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

21.2 City shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.

21.3 In the event either of use by others or of any actual use and occupancy by City, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by City in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of City hereunder. City will use its best efforts to minimize damages to Lessee under this Article.

ARTICLE 22 - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

22.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or

privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 23 - NOTICES

23.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: Airport Manager
P.O. BOX. 548
10 Waldron Rd
Airport Authority
Oklahoma, 74701

To Lessee:

23.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 24 - HOLDING OVER

24.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of City and after written notice by City to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

24.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.

24.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sub lessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 25 - INVALID PROVISIONS

25.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

ARTICLE 26 - MISCELLANEOUS PROVISIONS Remedies to be Nonexclusive.

26.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

26.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure.

26.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

Non-Liability of Individuals.

26.4 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of a supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment.

26.5 The City covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

General Provisions.

26.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.

26.7 This Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.

26.8 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

26.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

26.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

26.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

26.12 Nothing herein contained shall create or be construed to creating a co partnership between the City and the Lessee or to constitute the Lessee an agent of the City. The City and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 27 - SUBORDINATION CLAUSES

27.1 This Agreement is subject and subordinate to the following:

27.1.1 City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

27.1.2 City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

27.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between City and the United States or State of Oklahoma relative to the operation or maintenance of the Airport, the execution

of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal or State funds for the benefit of the Airport.

27.1.4 During the time of war or national emergency, City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.

27.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder noting contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

ARTICLE 28 - ENTIRE AGREEMENT

28.1 The Agreement consists of Articles 1 to 28, inclusive, and Schedule A.

28.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

LESSOR:

DURANT AIRPORT AUTHORITY
A TRUST FOR THE CITY OF DURANT, OKLAHOMA

By: _____

TRUSTEE CHAIR



ATTEST:

CITY CLERK

By: _____

AIRPORT MANAGER:

By: _____

LESSEE:

By: _____

ATTEST:

SCHEDULE "A"

INSURANCE COVERAGE

The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this Lease Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Oklahoma, providing for:

1. Comprehensive General Liability - having a minimum of \$1 Million / 3 Million in the aggregate for any one accident, and property damage with the following coverage:

- A. broad form contractual liability
- B. premises and operations
- C. Fire coverage

The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the carrier issuing the certificate shall notify the City within ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: James Dalton, Assistant City Manager
Re: Discussion, Consideration and Possible Action on Award of Bid for Repair and Replacement of the Airport Taxiway Lighting System

Consider Award of Bid for Repair and Replacement of the Airport Taxiway Lighting System that was Damaged By Lightning in April 2022 (C-2022-31B)

Council Information / Action Requested

Consider Award of Bid for Repair and Replacement of the Airport Taxiway Lighting System that was Damaged By Lightning in April

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

Staff Will Notify Airport Consultant, KSA, and the Contractor of the Award of Bid, and Complete Necessary Documentation to Begin the Project

ATTACHMENTS:

1. Airport - Airport Taxiway Lighting OMAG Insurance Amount
2. Airport - Taxiway Light Repair PO - KSA C-2022-25
3. Airport - Taxiway Lighting - Agreement - Standard Form
4. Airport - Taxiway Lighting - Bond - Construction Payment
5. Airport - Taxiway Lighting - Bond - Construction Performance
6. Airport - Taxiway Lighting - Bond - Maintenance
7. Airport - Taxiway Lighting - KSA Task Order #101061 - Engineering Services - Taxiway Lighting Replacement from Lightning Strike - Signed Contract #C-
8. Airport - Taxiway Lighting - OMAG Lightning Affidavit Signed
9. Airport - Taxiway Lighting Bid - EPS
10. Airport - Taxiway Lighting Bid - LIBRA ELECTRIC
11. Airport - Taxiway Lighting Bid - TGE
12. Airport - Taxiway Lighting Bid - WISE ELECTRIC
13. Airport - Taxiway Lighting Bid sign in - 7.14.22
14. Airport - Taxiway Lighting Bid Tab (initial)- 7.14.22
15. Airport - Taxiway Lighting Repair - Bid Specs
16. Airport - Taxiway Lighting Repair - Estimate for OMAG - Libra
17. Airport - Taxiway Lighting Repair Bid Tab (101061) 07-15-22

18. Airport - Taxiway Lighting Replacement - KSA Scope and Fee
19. Airport -Taxiway Lighting Repair Recommendation Letter 101061_20220715 - Wise



Property Schedule

Plan Period: 1/1/2022 to 1/1/2023
Policy Number: PRO140023806
Agent: OMAG

City of Durant

LOC# BLDG #	ADDRESS	BUILDING NAME	FBRC	SF	Vacant	YR BLT	CONST TYPE	Deductible	BLDG VALUE	CONTENTS VALUE	PREMIUM
002 007	10 Waldron Road	12,000 Gallon Jet Fuel Tank	No			1999	Water Tower Steel	\$2,500	\$116,788	\$20,237	\$152.00
002 008	10 Waldron Road	Runway End Identifier Lights (Reils)	No				Prop in Open	\$2,500	\$45,663	\$	\$85.00
002 009	10 Waldron Road	Proper Approach Positioning Indicator Lights (Papi'S)	No				Prop in Open	\$2,500	\$16,947	\$	\$32.00
002 010	10 Waldron Road	Beacon Light	No				Prop in Open	\$2,500	\$18,907	\$	\$35.00
002 011	10 Waldron Road	Electrical Building @ Airport	No				NC 1070	\$2,500	\$57,840	\$	\$102.00
002 012	10 Waldron Road	Lighted Wind Cone	No				Elec Subst.	\$2,500	\$6,958	\$	\$8.00
002 013	10 Waldron Road	Led Taxiway Lighting	No				Prop in Open	\$2,500	\$303,791	\$	\$563.00



CITY OF DURANT
P.O. Box 578
Durant, OK 74702-0578

PURCHASE ORDER

PO Number: 2278142

Date: 05/11/2022

Requisition #: 2201603

Vendor #: 005965

ISSUED TO: KSA ENGINEERS, INC.
140 E TYLER STREET
SUITE 600
LONGVIEW, TX 75601

SHIP TO: EAKER FIELD AIRPORT
10 WALDRON DRIVE
DURANT, OK 74701

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 TAXIWAY LIGHTING REPLACEMENT REPLACEMENT FROM LIGHTENING STRIKE CONTRACT # C-2022-25 ENGINEERING EXPENSE	206-065-550-5660		0.00	48,090.00

Authorized by: _____

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS THEREFORE APPROVED FOR CONSIDERATION FOR PAYMENT BY THE GOVERNING BOARD.

SUBTOTAL:	48,090.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	48,090.00

THIS PURCHASE ORDER IS APPROVED FOR
PAYMENT IN THE AMOUNT INDICATED ABOVE.

STANDARD FORM OF AGREEMENT

STATE OF OKLAHOMA §
CITY OF DURANT §

THIS AGREEMENT, made and entered into this _____ day of August 2022, by and between the CITY OF DURANT, acting through the Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Ryan Wise of Wise Electric Company, and the State of Oklahoma, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond having even date wherewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Durant Regional Airport – Taxiway Electrical Improvements

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Bidders, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by KSA Engineers, Inc. hereinafter entitled ENGINEER, together with the CONTRACTOR's written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

THE CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 30 calendar day for the entire project after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the Contractor in current funds two hundred and thirty eight thousand, two hundred and fifty dollars and zero cents (\$ 238,250.00), such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF DURANT
OWNER, Party of the First Part

By: _____

CONTRACTOR, Party of the Second Part

By: Ryan Wise

STATE OF OKLAHOMA §
CITY OF DURANT §

BEFORE ME, the undersigned, a Notary Public in and for said City and State, on this day personally appeared Ryan Wise, CONTRACTOR, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____ and that executed the same as the act of such _____ for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the _____ day of _____, A.D., 20____.

Notary Public in and for

County State

My Commission Expires: _____

STATE OF OKLAHOMA §
CITY OF DURANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, OWNER, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____ and that executed the same as the act of such City for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the _____ day of _____, A.D., 20____.

Notary Public in and for

City State

My Commission Expires: _____

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

Wise Electric Company

PO Box 1081

Owasso, OK 74055

OWNER (Name and Address):

City of Durant

300 West Evergreen

(PO Box 578)

Durant, OK 74702

CONSTRUCTION CONTRACT

Date:

August 9, 2022

Amount:

\$ 238,250.00

Description (Name and Location):

Taxiway Electrical Improvements
Durant Regional Airport, Durant, OK

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal)

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal)

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the American Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - a. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - b. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and set a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - a. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - b. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

Wise Electric Company

PO Box 1081

Owasso, OK 74055

OWNER (Name and Address):

City of Durant

300 West Evergreen

(PO Box 578)

Durant, OK 74702

CONSTRUCTION CONTRACT

Date:

August 9, 2022

Amount:

\$ 238,250.00

Description (Name and Location):

Taxiway Electrical Improvements
Durant Regional Airport, Durant, OK

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal)

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal)

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - a. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - b. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - a. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - b. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - d. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default of this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then

the responsibilities of the Surety to the Owner shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
- 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

MAINTENANCE BOND

STATE OF OKLAHOMA §
CITY OF DURANT §

KNOW ALL MEN BY THESE PRESENTS: That Wise Electric Company and Ryan Wise,
President as Principal, hereinafter called Contractor, and _____
, as Sureties, are held and firmly bound unto the City of Durant as Obligee, hereinafter called Owner, in the
amount of two hundred and thirty eight thousand, two hundred and fifty dollars and zero cents (\$
238,250.00), for the payment whereof Contractor and Sureties bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has completed the construction of Taxiway Electrical
Improvements for the City of Durant in accordance with the drawings and specifications submitted to
the City of Durant, Oklahoma and;

WHEREAS, the contractor hereby covenants and agrees that he will maintain and keep in repair
such improvements from any defects resulting from improper installation thereof or material defects, for a
period of one (1) year, commencing on the date of issuance of the Certificate of Completion for construction
of said project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor
shall promptly and faithfully perform as hereinabove provided, then this obligation shall be null and void,
otherwise, it shall remain in full force and effect.

WHENEVER the Contractor shall be and declared by the Owner to be in default under aforesaid
agreement to maintain and keep in repair, the Sureties shall promptly remedy the default or be responsible
to the Owners for having performed Contractor's obligation thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 20 _____ .

By _____

By _____

Title_____

Title_____

Address_____

Address_____

The name and address of the Resident Agent of Surety is:

Intentionally Left Blank

TASK ORDER FORM

This is Task Order No. 101061,
consisting of 6 pages,
dated 5/11/2022.

KSA Project Number: 101061

Owner Project (or Purchase Order) Number:

Project Name: Durant Regional Airport Taxiway Lighting Replacement

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated April 13, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner: Durant Airport Authority
- B. Title: Durant Regional Airport Taxiway Lighting Replacement
- C. Description: Design, bidding and construction services for the replacement of the taxiway lighting circuit at the Durant Regional Airport.
- D. Number of Construction Contracts: 1

2. Services of Engineer

- A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:
 - a. *Study and Report Phase:*
Not Included.
 - b. *Preliminary Design Phase:*
Not Included
 - c. *Final Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.
 - d. *Bidding or Negotiating Phase:*
Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.
 - e. *Construction Phase:*
Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.
 - f. *Commissioning Phase (or Operational Phase):*
Not included.

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
☐	☐	a.	Design Survey
☐	☐	b.	Grant or Loan Application
☐	☐	c.	Storm Water Pollution Prevention Plan
☐	☐	d.	Environmental Assessment
☐	☐	e.	Environmental Information Document
☐	☐	f.	Resident Project Representative Services
☐	☐	g.	Construction Survey (Baselines and Benchmarks)
☐	☐	h.	Geotechnical Investigation
☐	☐	i.	Materials Testing
☐	☐	j.	Analytical Testing
☐	☐	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
☐	☐	l.	Easement or Boundary Surveys
☐	☐	m.	Easement or Boundary Descriptions
☐	☐	n.	Land Acquisition Services
☐	☐	o.	TxDOT Utility Installation Request Applications
☐	☐	p.	Operation and Maintenance Manual
☐	☐	q.	Other:
☐	☐	r.	Other:
☐	☐	s.	Other:
☐	☐	t.	Other:
☐	☐	u.	Other:
☐	☐	v.	Other:
☐	☐	w.	Other:

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. Times for Rendering Services

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Complete Final Design Phase	30
Submit Plans & Specs for Review by Owner/Reviewing Agency	30
Approval of Plans & Specs by Owner	37
Advertise for Bids (minimum 2 notices)	45
Pre-Bid Conference	60
Open Bids	70
Award Bid	80
Execute Construction Contract	90
Pre-Construction Conference; Issue Notice to Proceed	100
Start Construction Phase	160
Complete Construction Phase	190

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services			\$21,980.00	\$5,530.00	\$20,580.00		\$48,090.00	Lump Sum
Subtotal	\$0.00	\$0.00	\$21,980.00	\$5,530.00	\$20,580.00	\$0.00	\$48,090.00	

								Hourly Rate and Reimbursable Expenses
Subtotal								
Total	\$0.00	\$0.00	\$21,980.00	\$5,530.00	\$20,580.00	\$0.00	\$48,090.00	

Notes:

¹ Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 6 of this Task Order are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of 30 consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

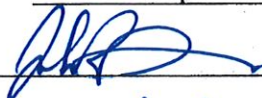
Principal	\$285.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Electrical Engineer	\$180.00/hour
Electrical Design Engineer	\$150.00/hour
Mechanical Engineer	\$185.00/hour
Senior Project Manager	\$215.00/hour
Project Manager	\$190.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$145.00/hour
Design Engineer	\$125.00/hour
Senior Project Architect	\$220.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$185.00/hour
Senior Engineering Technician	\$200.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Project Assistant	\$115.00/hour
Senior CAD Technician	\$ 95.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$100.00/hour
Project Representative - After Hours	\$120.00/hour
Graphic Designer	\$ 75.00/hour
Grant Administrator	\$130.00/hour
Administrative Assistant	\$ 90.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$200.00/hour
Two-Man Survey Crew	\$155.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$110.00/hour
Survey Technician	\$ 95.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 5/11/22.

OWNER: Durant Airport Authority

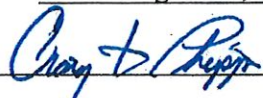
By: 

Name: John R. Dean Jr.

Title: City Manager

Date Signed: 5/10/22

ENGINEER: KSA Engineers, Inc.

By: 

Name: Craig H. Phipps

Title: Aviation Practice Director

Date Signed: 05/10/2022

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: James Dalton

Title: Assistant City Manager

Address: PO Box 578
Durant, OK 74702

E-Mail Address: jdalton@durant.org

Phone: 580.920.5351

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Adam Marsh

Title: Senior Project Manager

Address: 2720 Washington Drive
Suite 120
Norman, OK 73069

E-Mail Address: amarsh@ksaeng.com

Phone: 405.548.1279

Fax: 888.224.9418

AFFIDAVIT – LIGHTNING / POWER SURGE

Date 4/29/2022

TO WHOM IT MAY CONCERN:

I inspected / repaired (Item damaged) Taxiway Lighting at the Eaker Field Airport in Durant, OK

Model No. TW L-861T Blue and 6.6a Transformers Serial No. N/A Year Model N/A

Date of Purchase 2019? Purchase Price N/A Size N/A

Place Purchased Unknown

Owned by (Name of Insured) City of Durant

Address 10 Waldron Dr, Durant, OK 74701

Date of Loss 4/28/2022 Time of Loss Early Morning

Is / Are damaged item(s) available for inspection? Yes If yes, where? Throughout the entire
length of the Taxiway within the Airfield side of the Airport

If not, why not? _____

This damage was solely due to lightning / power surge and no other cause whatever because

The Lightning Strike has a visible area and all of the 6.6a LED Transformers for the Taxiway
Lights are melted and not functional anymore

Repairer's Name: Phillip Freeman

Firm Name: Libra Electric Co

Firm Address: 4634 Enterprise Dr,

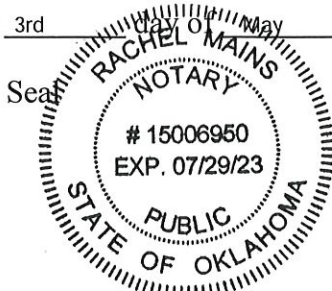
Oklahoma City, OK 73128

County of OKLAHOMA

State of OKLAHOMA

Acknowledged before me by the above named Phillip Freeman

on this 3rd May, 20 22.



Notary Public



P.O. Box 839, Lone Grove, OK 73443

TAXIWAY E
DURANT PI
DURANT RI
DURANT, O

RECEIVED

JUL / 4 2022

1249pm
TIME CITY INITIALS
OF DURANT

THIS DATE
IS ACTUALLY
July 14 - Bp

PROPOSAL

Place: Durant, Oklahoma

Date: 7/14/2022

Proposal of _____

A Corporation organized and existing under the laws of the State of _____

OR

Proposal of Electric Power Solutions, LLC

A partnership consisting of Cliff Anderson 49% Owner

and Doretta Anderson 51% Owner

OR

Proposal of _____

An individual trading as _____

and _____

To: City of Durant
City Clerk
300 West Evergreen
(PO Box 758)
Durant, OK 74702

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including the Addenda and being familiar with the conditions relating to the proposed project, hereby proposed to furnish all tools, appliances, equipment, and specified materials and perform all necessary labor for Durant Regional Airport – Taxiway Electrical Improvements in strict accordance with the Plans, Specifications and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed Proposals will be received at City Clerk, at City Hall, 300 West Evergreen, (PO Box 578), Durant, Oklahoma 74702.

The Undersigned Bidder, in compliance with the Bid Advertisement hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on the Plans for the said work at the following rate and prices:

BID NO.	SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
---------	----------	-------	------	---	------------	-------------

1.01	C-105	1	LS Mobilization
------	-------	---	-----------------

BID SUMMARY	
Subtotal	\$ 256,200.00
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable	\$ 256,200.00
TOTAL:	\$ 256,200.00

	Subtotal	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable	\$	256,200.00

TOTAL: \$ 256,200.00

Page 165 of 315

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

The Owner reserves the right to award any Bid Schedule or combination of Bid Schedules, therefore the Contractor must submit a bid for all Bid Schedules and associated Additive Alternates. Additive Alternate Bids will only be awarded if the corresponding schedule is awarded. The Owner reserves the right to select such bid schedule and alternate bids that, in its opinion, serve the best interest of the Owner.

Accompanying this Proposal is a (Certified Check/Bid Bond) in an amount not less than five percent (5%) of the total amount of bid, which it is agreed, shall be retained as liquidated damages by the City of Durant if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned agrees to begin work within ten (10) days after the work order is issued and complete the work within the following time schedule:

30 calendar days

Should the Contractor fail to fully complete the work within the above stated time, they shall pay the City of Durant, Oklahoma, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification, for each working day of delay until the work is completed or accepted, and the additional time is only to be allowed for delays as stipulated in the Contract Documents. Liquidated damages shall also be assessed at the same rate as specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification for phased construction as required by the plans.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the opening thereof.

Previous Contracts. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee in Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor that participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements the sponsor is required to include in the bid or proposal form a statement of substantially as follows:

The Bidder (proposer) shall complete the following statement by checking the appropriate space.

The Bidder (proposer) has X has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (proposer)) has X has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

Bidder shall provide the attached Contractor Debarment Review Certification with the sealed bid proposal.

System for Award Management (SAM) registration and a Unique Entity Identifier number is required for Prime contractors in order to be awarded contracts funded by the Federal Aviation Administration. Prior to bidding, vendors must obtain a 12-character alpha-numeric UEI number and complete SAM.gov registration through <https://sam.gov/content/entity-registration>. Proof of registration and UEI number must be provided in the bid submission.

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offerer below or on a separate and clearly identified attachment to this bid/proposal, the offerer certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

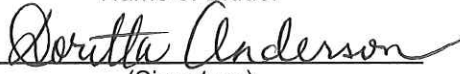
A list of articles, materials, and supplies excepted from this provision is included in the Appendix.



Witness
SEAL (If Bidder is a Corporation)

Electric Power Solutions, LLC

Name of Bidder

By 

(Signature)

Doretta Anderson, Owner

(Print Name and Title)

20582 US Hwy 70

(Address)

Wilson, OK 73463

(City, State and Zip Code)

580-657-2999

(Phone Number)

Submitted on July 14, 2022

The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date

Addenda Number

Note: Sign in ink. Do not detach. All items listed in the Unit Price Schedule must be bid upon.

CITY OF DURANT, OK

CONTRACTOR DEBARMENT REVIEW CERTIFICATION (Must be submitted with SEALED bid)

City of Durant, OK	Airport Electrical	C-2022-25 Taxiway Lighting
<i>Owner</i>	<i>Project Type</i>	<i>Project Number</i>

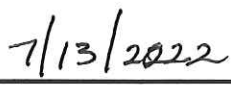
All _____ project prime contractors are required to have:

1. Current Unique Entity Identifier (UEI) number.
2. Proof of Current SAM.gov registration at <https://sam.gov/content/entity-registration>

This certification is required per 2 CFR § 180.300 regulations relating to Debarment and Suspension.

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

Certified by:

Doretta Anderson	7/13/2022
<i>Name & Title (Please Print)</i>	<i>Date</i>
	
<i>Signature</i>	<i>Date</i>

UEI Number Pending	Electric Power Solutions, LLC, 20582 US Hwy 70, Wilson, OK 73463
<i>UEI Number</i>	<i>Company Name and Address</i>



July 13, 2022

City of Durant
300 West Evergreen
Durant, OK 74701

RE: UEI and SAM.gov registration

To Whom It May Concern:

The bid documents for the Durant Regional Airport requires proof of UEI and Sam.gov registration. Although I registered with Sam.gov a couple of years ago, I've never had to use it for any of the bids we have submitted for other projects.

Unbeknownst to me, the UEI number and Sam.gov registration is subject to annual renewal. Therefore, when I logged into my account today, the site prompted me to begin the registration renewal process. I found a mistake in the SAM.gov system for our legal business name, which was listed as "EPS Electric Power Solutions, LLC" instead of "Electric Power Solutions, LLC." So, I submitted a request for it to be corrected at the beginning of the renewal process. After submitting this incident, the website informed me the verification process could take up to 10 days. I called the Federal Service Desk (FSD) and spoke with the FSD representative, Alex, to inquire about my registration and confirm the time frame of the verification process. He told me it generally takes a minimum of 14 days to process these requests.

I explained my situation regarding the course of action I had taken and about the upcoming bid on Thursday, July 14th then asked if he could at least give me the UEI number and proof of registration. He was unable to find our original registration. He could only see the ticket # INC-GSAFSD6537336 inquiry I had initiated virtually to update the company name. He apologized and told me I would need to wait for the existing inquiry ticket to be completed then start the registration process over. He gave me ticket # INC-GSAFSD6535282 which gave a better description and reference number for the SAM.gov system for making these changes.

I understand this does not comply with your request for the UEI and SAM.gov registration. I will get all this situation resolved. Please accept this letter and website confirmation sheets as a substitute until I get this settled. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Doretta Anderson". The signature is fluid and cursive, with the first name "Doretta" being more prominent than the last name "Anderson".

Doretta Anderson



Issue Type
EVS - Inquiry

Subject
**Entity needs update
- name**

Search History

Your entity search history below will be provided to customer service to help understand and resolve the issue.

1 Results

Legal Business Name	Address	More Filter
Electric Power Solutions, LLC	20582 US Hwy 70 Wilson, Oklahoma 73463 US	

Supporting Attachments

Please attach any documentation you have to verify your information.

Drag file here or [choose from folder](#)

Attachment Name	File Size (kB)	Upload Date	Virus Scan	Action
EPS Operating Agreement.pdf	4123.083	Jul 13, 2022, 12:15:40 PM EDT	CLEAN	Remove
Articles of Organization EPS.pdf	658.568	Jul 13, 2022, 12:09:53 PM EDT	CLEAN	Remove

☐ ID Assigned☒ Pending ID AssignmentExpiration Date Search by FSD Number Address Update Reset 

< 1 of 1 >

Results per page

25

Sort by

Expiration Date Ascending

Electric Power Solutions, LLC

Pending ID Assignment

 **Draft Registration** 

⋮

Unique Entity ID:
(blank)

FSD Number: INC-GSAFSD6535282

Physical Address:
20582 US Hwy 70
Wilson, OK 73463 USA**FSD Incidents**

Feedback

Our Website

Report Title: Incident General Services Administration Federal Service Desk List
Run Date and Time: 2022-07-13 17:20:53 Eastern Daylight Time
Run by: Doretta Anderson
Table name: u_incident_gsafsd
Query Condition: Active = true AND Affected User is Doretta Anderson AND Affected User = Doretta Anderson .or. Opened by = Doretta Anderson
.or. Watch list CONTAINS Doretta Anderson
Sort Order: Updated in descending order

2 Incident General Services Administration Federal Service Desks

Number	Category	Short description	Priority
INC-GSAFSD6535282		Entity needs update - name Reference Number: 69dd2a76-8f78- 4cb0-bfe0-cab7b8a2cceb	3 - Moderate
INC-GSAFSD6537336		Ticket Created by Sam, Your Virtual Agent	3 - Moderate

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Electric Power Solutions, LLC

PO Box 839, Lone Grove OK 73443

as Principal, and the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized

to do business in the State of Oklahoma as Surety are held and firmly bound unto the

City of Durant, PO Box 578

Durant OK 74702 as Oblige,ee,

in the amount of Five percent of the total amount bid in DOLLARS,

lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige,ee shall make an award to the principal for:

Taxiway Electrical Improvements

Durant Project Bid No. C-2022-25 Taxiway Lighting

Durant Regional Airport

Durant, OK

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige,ee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the **OKLAHOMA SURETY COMPANY** as Surety or with other Surety or Sureties approved by the Oblige,ee; or if the Principal shall, in case of failure so to do, pay to the Oblige,ee the damages which the Oblige,ee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 14th day of July, 2022.

Electric Power Solutions, LLC

Principal

[Handwritten Signature]

Witness

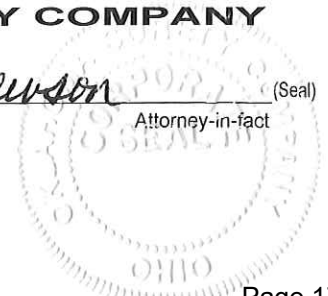
BY Doretta Anderson (Seal)

OKLAHOMA SURETY COMPANY

BY Kim Kingery Crowson (Seal)

Kim Kingery Crowson

Attorney-in-fact



OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Peter M. Fennell, Kelly Hitt, Kim Kingery Crowson and Arthur A. Rickets, all of ARDMORE, OK**

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 07 day of April, 2015



ATTEST:

Sharon Hackl

SHARON HACKL

Secretary

OKLAHOMA SURETY COMPANY

Todd Bazata

TODD BAZATA

VICE PRESIDENT

On this 07 day of April, 2015 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission expires: 09-08-15

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of July, 2022

Sharon Hackl

SHARON HACKL

Secretary



VOID IF BOX IS EMPTY



ELECPOW-01

K KINGERY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rickets Fennell & Associates, LLC 130 B St SW Ardmore, OK 73401	CONTACT NAME: Kim Kingery	
	PHONE (A/C, No, Ext): (580) 223-4343	FAX (A/C, No): (580) 223-4848
	E-MAIL ADDRESS: kkingery@ricketsfennell.com	
INSURED Electric Power Solutions LLC PO Box 839 Lone Grove, OK 73443	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Casualty Company	NAIC # 20443
	INSURER B : Transportation Insurance Co.	20494
	INSURER C : Continental Insurance Co.	35289
	INSURER D : CompSource Mutual Insurance Company	36188
	INSURER E : Mid-Continent Casualty Company	23418
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			6056781987	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BUA 6056781990	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUE 6056782010	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	03404104221	2/1/2022	2/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Comm'l Inland Marine			04-CIM-0000019055	4/2/2022	4/2/2023	Leased/Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Taxiway Electrical Improvements; Durant Project Bid No. C-2022-25 Taxiway Lighting
 Durant Regional Airport scheduled to bid July 14, 2022

CERTIFICATE HOLDER

CANCELLATION

City of Durant
 PO Box 578
 Durant, OK 74702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATEMENT OF QUALIFICATIONS

Electric Power Solutions, LLC

Bidder

20582 US Hwy 70, Wilson, OK 73463

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: Install New LED Lighting for Runway 18-36, F81-16-5 Okemah Flying Field
OWNER: City of Okemah ADDRESS 502 W. Broadway, Okemah, OK 74859
OWNER TELEPHONE NUMBER 918-623-1050
ENGINEER: LBR, Inc. ADDRESS 1802 W. Wright Dr., Stillwater, OK 74075
ENGINEER TELEPHONE NUMBER 405-377-8276
DATE STARTED 09/11/2017 DATE COMPLETED: 1/3/2018
APPROX. QUANTITIES OF MAJOR ITEMS: 64-L861, 46-L830-17 Trans, 1 L801A Rotating Beacon
1-50ft Tip Down, 128-L867B varying sizes
VALUE OF CONTRACT: \$210,340

2. NAME OF PROJECT: AIP Project 3-40-0015-012-2017, Install new LED Lighting for Runway 17-35
OWNER: City of Chandler ADDRESS 414 Manuel Ave., Chandler, OK 74834
OWNER TELEPHONE NUMBER 405-258-3200
ENGINEER: LBR, Inc. ADDRESS 1802 W. wright Dr., Stillwater, OK 74075
ENGINEER TELEPHONE NUMBER 405-377-8276
DATE STARTED 9/13/2017 DATE COMPLETED: 1/5/2018
APPROX. QUANTITIES OF MAJOR ITEMS: 66-L861, 154-L867B varying sizes, 26-L830-16 Trans,
40-L830-17 Trans, 77 Ground lugs, 77-L823
VALUE OF CONTRACT: \$261,605

3. NAME OF PROJECT: AIP 3-40-0076-015-2018, Upgrade Electrical Vault, Homerun & Replace PAPIs
OWNER: City of Pauls Valley ADDRESS 100 W Paul, Pauls Valley, OK 73075
OWNER TELEPHONE NUMBER _____
ENGINEER: KSA Engineers, Inc. ADDRESS 1800 North Interstate Dr, Ste 119, Norman, OK 73072
ENGINEER TELEPHONE NUMBER 405-290-1419
DATE STARTED 10/25/2018 DATE COMPLETED: 3/8/2019
APPROX. QUANTITIES OF MAJOR ITEMS: 2-L861 , 2 L828 Regulators,

VALUE OF CONTRACT: \$177,647
4. NAME OF PROJECT: AIP 3-40-0110-009-2019 Installation of Medium Intensity Runway Lights RW 17/35 Construct Precision Approach Path Indicator RE35, Remove Obstructions Runway 35 RPZ
OWNER: City of Antlers ADDRESS 100 SE 2nd St, Antlers, OK 74523
OWNER TELEPHONE NUMBER 580-298-5635
ENGINEER: EST, Inc. ADDRESS 711 SW C Ave, Lawton, OK 73501
ENGINEER TELEPHONE NUMBER 580-771-2555
DATE STARTED 3/30/2020 DATE COMPLETED: 8/18/2020
APPROX. QUANTITIES OF MAJOR ITEMS: 60-L867B, 50-L861E, 10 L861T
Edge Lights,

VALUE OF CONTRACT: \$199,931.50
5. NAME OF PROJECT: AIP 3-40-0124-009-2014 (Design), OAC Project No. AQR-20A-S(Construction) Install MIRLS & PAPIs Runway 18-36
OWNER: City of Atoka ADDRESS 315 East A Street, Atoka, OK 74525
OWNER TELEPHONE NUMBER 580-889-3341
ENGINEER: Delta Airport Consultants, Inc. ADDRESS 110 N Robinson Ave, Suite 250, Oklahoma City, OK 73102
ENGINEER TELEPHONE NUMBER 405-605-4992
DATE STARTED 4/15/2020 DATE COMPLETED: 6/11/2020
APPROX. QUANTITIES OF MAJOR ITEMS: _____
142-L867B varying sizes, 164 Ground lugs, 73-L861 (L) varying colors

VALUE OF CONTRACT: \$194,980.00

6. NAME OF PROJECT: Carlton Landing Airport CAP Project 20233, Rehabilitate Runway
State of Oklahoma Will Rogers Bldg., 2401 N Lincoln, Ste 212,
OWNER: Office of Management & Enterprise Services ADDRESS Oklahoma City, OK 73152
OWNER TELEPHONE NUMBER 405-522-0281
ENGINEER: MacArthur Associated Consultants ADDRESS 25 NW 146th St., Edmond, OK 73013
ENGINEER TELEPHONE NUMBER 405-848-2471
DATE STARTED 7/6/2020 DATE COMPLETED: 4/9/2021
APPROX. QUANTITIES OF MAJOR ITEMS: 148-L867B varying sizes, 85-Ground lugs, 2 LED PAPIs
67-L861
VALUE OF CONTRACT: \$513,194.69

Contractor may attach additional project summaries and/or references for consideration by the Owner.

6. Install New Runway Lighting for Runway 17-35
Owner: Town of Hinton
Engineer: LBR Inc.
Dates: 11/4/15 to 12/21/15
Contract Value: \$133,117.00
7. Install New Rotating Beacon
Owner: City of McAlester
Engineer: LBR Inc.
Dates: 12/16/16 to 2/7/17
Contract Value: \$70,200.00
8. Tx DOT AV – Jacksboro ARPT
Owner: City of Jacksboro
Engineer: Jagoe – Public Company
Dates: 2/26/18 to 3/5/18
Contract Value: \$14,160.00
9. Rehabilitate Runway, Carlton Landing Airport CAP Project #20233
Owner: OMES
Engineer: MacArthur Associated Consultants, Sam Pappas
Dates: 07/06/2020-04/09/2021
Contract Value: \$513,194.69
10. Install windcone AIP Project 3-40-0025-014-2020
Owner: City of Durant
Engineer: LBR Inc.
Date: 03/25/2021
Contract Value: \$17,500.00
11. Partial Overlay of Taxiway; Install LED Medium Intensity Taxiway Lights (MITL); Install LED Runway Holding Position & Exit Guidance Signs; Install Runway 17 & 35 LED Precision Approach Path Indicators (PAPIs)
FAA AIP PROJECT NO.: 3-40-0006-021-2021
Owner: City of Ardmore
Engineer: Lochner
Dates: 3/21/22 – present
Contract Value: \$516,076.00

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this potential Federal Aviation Administration (FAA) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

- (1) DEFINITION - Disadvantaged Business Enterprise (DBE) as Used in this Contract shall have the same meaning as defined in 26.5 of Subpart A to 49 CFR Part 26.
- (2) POLICY - It is the policy of FAA that DBE's as defined in 49 CFR Part 26 shall have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (3) DBE OBLIGATION - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. *In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.*
- (4) COMPLIANCE - All bidders, potential Contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
- (5) SUBCONTRACT CLAUSE - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- (6) CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this FAA assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

- (7) DBE PARTICIPATION GOAL - The attainment of goals established for this contract is to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows:

a. The percent to be performed by DBE's is seven and one-half percent (7.5%).

- (8) AVAILABLE CERTIFIED DBE'S - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, *those* DBE firms which are identified by the Small Business Administration (SBA) . as 8 (a) firms and those firms which are currently certified by other Federal Aviation Administration (FAA) agencies. Firms which desire certification which do not meet the SBA or other FAA agencies previous certification: criteria are required by the Owner to complete the FAA recommended *application documents in their entirety* before they can be certified for this contract. Copies of the *application documents* may be obtained from Owner. The act of simply filling out the *application documents* does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

- (9) CONTRACTOR'S REQUIRED SUBMISSION - The owner requires the submission of the following information with the bid. Certain other DBE information may also be required.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
None			

WOMEN SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
None			

OTHER DISADVANTAGED SUBCONTRACTORS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
None			

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)

Total Bid (1) \$ \$256,200.00

Total DBE Value (2) \$

Total DBE percent (2)/(1) %

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in *Appendix A to 49 CFR Part 26, and Subpart 26.53 a-f revised as of February 2, 1999.*

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the *recipient* to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in

order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

- f. Whether the contractor provided interested DBE's with adequate information about the plans specifications, and requirements of the contract,
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation-of their capabilities;
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- (10) CONTRACTOR ASSURANCE - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR pat 26 in the award and administration of FAA assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (11) PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract no later than 30 days from the receipt of each payment the prime contractor received from the City of Durant. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Durant. This clause applies to both DBE and non-DBE subcontractors.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Name of Bidder: Electric Power Solutions, LLC

IRS Number: 27-1038783

By: Doritta Anderson

Title: Owner

Date: 7/14/2022

LIBRA ELECTRIC COMPANY
4634 ENTERPRISE DRIVE
OKLAHOMA CITY, OK 73128

PROPOSAL for
TAXIWAY ELECTRICAL IMPROVEMENTS
DURANT PROJECT BID NO. C-2022-25 TAXIWAY LIGHTING
DURANT REGIONAL AIRPORT

RECEIVED

JUL / 4 2022

1:54pm
TIME

CITY

OF DURANT

SR
INITIALS

THIS DATE
IS ACTUALLY
July 14 - Bp

PROPOSAL

Place: Durant, Oklahoma

Date: July 14, 2022

Proposal of LIBRA ELECTRIC COMPANY

A Corporation organized and existing under the laws of the State of OKLAHOMA

OR

Proposal of _____

A partnership consisting of _____

and _____

OR

Proposal of _____

An individual trading as _____

and _____

To: City of Durant
City Clerk
300 West Evergreen
(PO Box 758)
Durant, OK 74702

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including the Addenda and being familiar with the conditions relating to the proposed project, hereby proposed to furnish all tools, appliances, equipment, and specified materials and perform all necessary labor for Durant Regional Airport – Taxiway Electrical Improvements in strict accordance with the Plans, Specifications and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed Proposals will be received at City Clerk, at City Hall, 300 West Evergreen, (PO Box 578), Durant, Oklahoma 74702.

The Undersigned Bidder, in compliance with the Bid Advertisement hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on the Plans for the said work at the following rate and prices:

Durant Regional Airport
Taxiway Electrical Improvements
City Bid No.

BID NO.	SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable						
1.01	C-105	1	LS	Mobilization	\$ 12,870	\$ 12,870
				twelve thousand eight hundred seventy dollars		
1.02	KSA-105-3.1	1	LS	Barricades for Pavement Closures	\$ 750	\$ 750
				seven hundred fifty dollars		
1.03	KSA-105-3.2	1	LS	Preparation of Safety Plan Compliance Document	\$ 250	\$ 250
				two hundred fifty dollars		
1.04	L-108-5.2	24,000	LF	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Existing Conduit	\$ 2.50	\$ 60,000
				two dollars fifty cents		
1.05	L-108-5.3	1,200	LF	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 2.40	\$ 2,880
				two dollars forty cents		
1.06	L-108-5.5	24,000	LS	Removal of Existing L-824 Cable	\$.50	\$ 12,000
				fifty cents		
1.07	L-110-5.1	600	LF	Install Non-Encased Electrical Duct, One each 2-inch	\$ 7.25	\$ 4,350
				seven dollars twenty five cents		
1.08	L-125-5.1	230	LS	Remove Existing L-861T(L) and L-830	\$ 35	\$ 8,050
				thirty five dollars		
1.09	L-125-5.2	230	EA	Install New L-861T(L) and L-830	\$ 475	\$ 109,250
				four hundred seventy five dollars		
1.10	L-125-5.3	2	EA	Replace Existing Lumacurve One Module Sign Electronics and L-830	\$ 1,500	\$ 3,000
				one thousand five hundred dollars		
1.11	L-125-5.4	11	EA	Replace Existing Lumacurve Two Module Sign Electronics and L-830	\$ 2,000	\$ 22,000
				two thousand dollars		
1.12	L-125-5.5	14	EA	Replace Existing Lumacurve Three Module Sign Electronics and L-830	\$ 2,400	\$ 33,600
				two thousand four hundred dollars		
Subtotal					\$ 269,000	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable					\$	

BID SUMMARY

Subtotal					\$ 269,000	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable					\$	
two hundred sixty nine thousand dollars						
TOTAL:					\$ 269,000	

Notes:

- The Owner reserves the right to reject all bids.
- This is a unit price bid. The quantities shown are estimates. Payment will only be made for those quantities of work constructed and accepted as meeting the plans and specification requirements.
- Bidders must bid on all Bid Schedules. The Owner reserves the right to accept any one individual Bid Schedule, all Bid Schedules, or any combination of the Bid Schedules to closely match available funding. Funding availability will be considered in selecting the Bid Schedules to be awarded.

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

The Owner reserves the right to award any Bid Schedule or combination of Bid Schedules, therefore the Contractor must submit a bid for all Bid Schedules and associated Additive Alternates. Additive Alternate Bids will only be awarded if the corresponding schedule is awarded. The Owner reserves the right to select such bid schedule and alternate bids that, in its opinion, serve the best interest of the Owner.

Accompanying this Proposal is a (Certified Check/Bid Bond) in an amount not less than five percent (5%) of the total amount of bid, which it is agreed, shall be retained as liquidated damages by the City of Durant if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned agrees to begin work within ten (10) days after the work order is issued and complete the work within the following time schedule:

30 calendar days

Should the Contractor fail to fully complete the work within the above stated time, they shall pay the City of Durant, Oklahoma, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification, for each working day of delay until the work is completed or accepted, and the additional time is only to be allowed for delays as stipulated in the Contract Documents. Liquidated damages shall also be assessed at the same rate as specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification for phased construction as required by the plans.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the opening thereof.

Previous Contracts. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee in Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor that participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements the sponsor is required to include in the bid or proposal form a statement of substantially as follows:

The Bidder (proposer) shall complete the following statement by checking the appropriate space.

The Bidder (proposer) has X has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (proposer)) has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

Bidder shall provide the attached Contractor Debarment Review Certification with the sealed bid proposal.

System for Award Management (SAM) registration and a Unique Entity Identifier number is required for Prime contractors in order to be awarded contracts funded by the Federal Aviation Administration. Prior to bidding, vendors must obtain a 12-character alpha-numeric UEI number and complete SAM.gov registration through <https://sam.gov/content/entity-registration>. Proof of registration and UEI number must be provided in the bid submission.

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offerer below or on a separate and clearly identified attachment to this bid/proposal, the offerer certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is included in the Appendix.

Witness
SEAL (If Bidder is a Corporation)

LIBRA ELECTRIC COMPANY

Name of Bidder
By Carlos Wood
(Signature)
CARLOS WOOD PRESIDENT

(Print Name and Title)
4634 ENTERPRISE DRIVE

(Address)
OKLAHOMA CITY, OKLAHOMA 73128

(City, State and Zip Code)
(405) 949-9371

(Phone Number)

Submitted on JULY 14, 2022

The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addenda Number
_____	_____
_____	_____
_____	_____

Note: Sign in ink. Do not detach. All items listed in the Unit Price Schedule must be bid upon.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

LIBRA ELECTRIC COMPANY

4634 Enterprise Drive, Oklahoma City, OK 73128

as Principal, (hereinafter called the "Principal"), and Fidelity and Deposit Company of Maryland

P.O. Box 1224, Baltimore, MD 21203

, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Durant Regional Airport Durant, OK

as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent (5%) of The Amount Bid

Dollars (\$ *****5%*****), for the payment of which sum well and truly to be made, the said Principal

and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

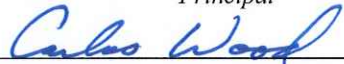
Project No. C-2022-25

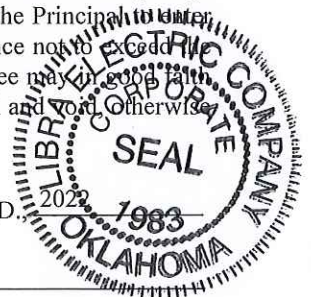
Project Title: Taxiway Electrical Improvements

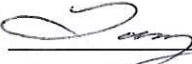
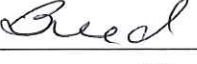
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may or does enter into contract with another party to perform the work covered by said bid, then this obligation shall be null and void otherwise to remain in full force and effect.

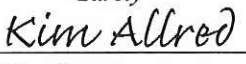
Signed and sealed this 14th day of July A.D. 2022


Witness

LIBRA ELECTRIC COMPANY
Principal
 (SEAL)
Carlos Wood President



 
Tammy Breed Witness

Fidelity and Deposit Company of Maryland
Surety
By  (SEAL)
Kim Allred, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland

Fidelity and Deposit Company of Maryland

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 14th day of July, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

CITY OF DURANT, OK

CONTRACTOR DEBARMENT REVIEW CERTIFICATION (Must be submitted with SEALED bid)

City of Durant, OK	Airport Electrical	C-2022-25 Taxiway Lighting
Owner	Project Type	Project Number

All _____ project prime contractors are required to have:

1. Current Unique Entity Identifier (UEI) number.
2. Proof of Current SAM.gov registration at <https://sam.gov/content/entity-registration>

SEE ATTACHED

This certification is required per 2 CFR § 180.300 regulations relating to Debarment and Suspension.

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

Certified by:

CARLOS WOOD PRESIDENT

11/19/2018

Name & Title (Please Print)

Date



07/14/2022

Signature

Date

L1N6ZM1916V8 LIBRA ELECTRIC COMPANY 4634 ENTERPRISE DRIVE OKC, OK 73128

UEI Number

Company Name and Address

June 2022

Opportunity Details

Notice ID IFB224B	Related Notice	Active/Inactive Active
Notice Status Published	Department/Ind. Agency DEPT OF DEFENSE	Sub-Tier DEPT OF THE AIR FORCE
Office AETC		

Award Details

Contract Award Date Oct 09, 2018	Contract Award Number C-18-9-25-192
Task/Delivery Order Number	Contract Awarded Unique Entity ID L1N6ZM1916V8
Contract Awarded Name Libra Electric Company	Contract Awarded Address OKLAHOMA CITY , OK USA
Contract Award Amount \$6,914,649.00	

General Information

Contract Opportunity Type Award Notice (Updated)	Updated Published Date Nov 19, 2018 04:57 PM
Date Offers Due	Inactive Policy Manual
Inactive Date None	Initiative
Allow Vendors to Add/remove from Interested Vendors List Yes	Allow Vendors to View Interested Vendors List No

Classification

Original Set Aside	Product Service Code Z-MAINT, REPAIR, ALTER REAL PROPERTY
Place of Performance ENID , OK USA	

NAICS Code(s)

NAICS Code 221122	NAICS Definition Electric Power Distribution
-----------------------------	--

Attachment/Links

Contact Information

Primary Point of Contact

Teddy T. Thomas

asrcc.pm.constructionmgmt@us.af.mil

Secondary Point of Contact

Willard Vinson

asrcc.pm.constructionmgmt@us.af.mil

History

Contract Opportunity Type

Award Notice (Original)

[Presolicitation \(Original\)](#)

Updated Date

2018-11-19T16:57:58+00

2018-07-26T21:21:47+00

Interested Vendors List

STATEMENT OF QUALIFICATIONS

LIBRA ELECTRIC COMPANY

Bidder

4634 ENTERPRISE DRIVE OKLAHOMA CITY, OK 73128

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: ADA AIRPORT APRON PH 2
OWNER: CITY OF ADA ADDRESS 300 Ray Stout Blvd, Ada, OK 74820
OWNER TELEPHONE NUMBER (580) 436-8190
ENGINEER: DELTA AIRPORT CONSULTANTS ADDRESS _____
ENGINEER TELEPHONE NUMBER (405) 605-4992
DATE STARTED 10/18/2021 DATE COMPLETED: 04/30/2022
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: \$ 42,608
2. NAME OF PROJECT: WILEY POST REHAB RW 13-31
OWNER: OKC AIRPORT TURST ADDRESS 4555 W Memorial Rd, Oklahoma City, OK 73142
OWNER TELEPHONE NUMBER (405) 316-3200
ENGINEER: CEC ADDRESS _____
ENGINEER TELEPHONE NUMBER (405) 753-4200
DATE STARTED 09/13/2021 DATE COMPLETED: 02/28/2021
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: \$ 577,800

3. NAME OF PROJECT: TULSA INTERNATIONAL AIRPORT RW 18R-36L REHAB
OWNER: TULSA AIRPORT ADDRESS
OWNER TELEPHONE NUMBER (918) 838-5000
ENGINEER: ATKINS ADDRESS
ENGINEER TELEPHONE NUMBER (405) 321-2480
DATE STARTED 05/01/2021 DATE COMPLETED: 05/31/2022
APPROX. QUANTITIES OF MAJOR ITEMS:

VALUE OF CONTRACT: \$ 2,016,521
4. NAME OF PROJECT: ROBERT S KERR AIRPORT RW 18 ODALS
OWNER: CITY OF POTEAU ADDRESS
OWNER TELEPHONE NUMBER (918) 647-4191
ENGINEER: H.W. LOCHNER INC ADDRESS
ENGINEER TELEPHONE NUMBER (405) 748-6651
DATE STARTED 01/11/2021 DATE COMPLETED: 10/31/2021
APPROX. QUANTITIES OF MAJOR ITEMS:

VALUE OF CONTRACT: \$ 80,256
5. NAME OF PROJECT: STILLWATER AIRPORT-SOUTH APRON
OWNER: CITY OF STILLWATER ADDRESS
OWNER TELEPHONE NUMBER (405) 372-0025
ENGINEER: LBR INC ADDRESS
ENGINEER TELEPHONE NUMBER (405) 377-8276
DATE STARTED 07/06/2020 DATE COMPLETED: 03/31/2021
APPROX. QUANTITIES OF MAJOR ITEMS:

VALUE OF CONTRACT: \$ 72,541

6. NAME OF PROJECT: WESTHEIMER REHAB TW TO RW
OWNER: OU BOARD OF REGENTS ADDRESS
OWNER TELEPHONE NUMBER (405) 325-4122
ENGINEER: KSA ENGINEERS ADDRESS
ENGINEER TELEPHONE NUMBER 405.233.3676
DATE STARTED 01/06/2020 DATE COMPLETED: 12/31/2020
APPROX. QUANTITIES OF MAJOR ITEMS:

VALUE OF CONTRACT: \$ 256,833

Contractor may attach additional project summaries and/or references for consideration by the Owner.

Intentionally Left Blank

SQ-4

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this potential Federal Aviation Administration (FAA) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

- (1) DEFINITION - Disadvantaged Business Enterprise (DBE) as Used in this Contract shall have the same meaning as defined in 26.5 of Subpart A to 49 CFR Part 26.
- (2) POLICY - It is the policy of FAA that DBE's as defined in 49 CFR Part 26 shall have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (3) DBE OBLIGATION - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. *In this regard all* Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.
- (4) COMPLIANCE - All bidders, potential Contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
- (5) SUBCONTRACT CLAUSE - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- (6) CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this FAA assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable' bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

- (7) DBE PARTICIPATION GOAL - The attainment of goals established for this contract is to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows:
 - a. **The percent to be performed by DBE's is seven and one-half percent (7.5%).**
- (8) AVAILABLE CERTIFIED DBE'S - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, *those* DBE firms which are identified by the Small Business Administration (SBA) . as 8 (a) firms and those firms which are currently certified by other Federal Aviation Administration (FAA) agencies. Firms which desire certification which do not meet the SBA or other FAA agencies previous certification: criteria are required by the Owner to complete the FAA recommended *application documents in their entirety* before they can be certified for this contract. Copies of the *application documents* may be obtained from Owner. The act of simply filling out the *application documents* does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

- (9) CONTRACTOR'S REQUIRED SUBMISSION - The owner requires the submission of the following information with the bid. Certain other DBE information may also be required.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

WOMEN SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
AIRPORT LIGHTING SYSTEMS 851 INDUSTRIAL PARK GRAPEVINE, TEXAS 75062	MATERIAL SUPPLIER	\$ 33,625	\$ 12,000,000

OTHER DISADVANTAGED SUBCONTRACTORS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)

Total Bid (1)	\$	269,000	
Total DBE Value (2)	\$	33,625	
Total DBE percent (2)/(1)		7.5	%

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in *Appendix A to 49 CFR Part 26, and Subpart 26.53 a-f revised as of February 2, 1999.*

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the *recipient* to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in

order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

- f. Whether the contractor provided interested DBE's with adequate information about the plans specifications, and requirements of the contract,
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation-of their capabilities;
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- (10) CONTRACTOR ASSURANCE - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FAA assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (11) PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract no later than 30 days from the receipt of each payment the prime contractor received from the City of Durant. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Durant. This clause applies to both DBE and non-DBE subcontractors.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Name of Bidder: LIBRA ELECTRIC COMPANY

IRS Number: 73-1186032

By: 

Title: PRESIDENT

Date: 07/14/2022

TGE, Inc.
8620 S. 33rd W. Ave
Tulsa, OK 74132

SEALED BID PROPOSAL:
TAXIWAY ELEC IMPROVEMENTS
DURANT PROJ BID #C-2022-25 TAXIWAY LTG
DURANT REGIONAL AIRPORT
BID DATE: JULY 14, 2022 @ 2 PM

RECEIVED

JUL / 4 2022

1:54pm
TIME CITY INITIALS
OF DURANT

THIS DATE
IS ACTUALLY
July 14 - Bp

PROPOSAL

Place: Durant, Oklahoma

Date: July 14, 2022

Proposal of THIRD GENERATION ELECTRICAL, INC.

A Corporation organized and existing under the laws of the State of Oklahoma

OR

Proposal of _____

A partnership consisting of _____

and _____

OR

Proposal of _____

An individual trading as _____

and _____

To: City of Durant
City Clerk
300 West Evergreen
(PO Box 758)
Durant, OK 74702

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including the Addenda and being familiar with the conditions relating to the proposed project, hereby proposed to furnish all tools, appliances, equipment, and specified materials and perform all necessary labor for Durant Regional Airport – Taxiway Electrical Improvements in strict accordance with the Plans, Specifications and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed Proposals will be received at City Clerk, at City Hall, 300 West Evergreen, (PO Box 578), Durant, Oklahoma 74702.

The Undersigned Bidder, in compliance with the Bid Advertisement hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on the Plans for the said work at the following rate and prices:

Durant Regional Airport
Taxiway Electrical Improvements
City Bid No.

BID NO.	SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable						
1.01	C-105	1	LS	Mobilization	\$ 20,000	\$ 20,000
1.02	KSA-105-3.1	1	LS	Barricades for Pavement Closures	\$ 5,000	\$ 5,000
1.03	KSA-105-3.2	1	LS	Preparation of Safety Plan Compliance Document	\$ 2,500	\$ 2,500
1.04	L-108-5.2	24,000	LF	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Existing Conduit	\$ 3.00	\$ 72,000
1.05	L-108-5.3	1,200	LF	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 3.00	\$ 3,600
1.06	L-108-5.5	24,000	LS	Removal of Existing L-824 Cable	\$.75	\$ 18,000
1.07	L-110-5.1	600	LF	Install Non-Encased Electrical Duct, One each 2-inch	\$ 8.00	\$ 4,800
1.08	L-125-5.1	230	LS	Remove Existing L-861T(L) and L-830	\$ 40.00	\$ 9,200
1.09	L-125-5.2	230	EA	Install New L-861T(L) and L-830	\$ 800	\$ 184,000
1.10	L-125-5.3	2	EA	Replace Existing Lumacurve One Module Sign Electronics and L-830	\$ 1,500	\$ 3,000
1.11	L-125-5.4	11	EA	Replace Existing Lumacurve Two Module Sign Electronics and L-830	\$ 1,700	\$ 18,700
1.12	L-125-5.5	14	EA	Replace Existing Lumacurve Three Module Sign Electronics and L-830	\$ 1,900	\$ 26,600
Subtotal					\$	367,400.00
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable					\$	367,400.00

BID SUMMARY

Subtotal	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable	\$ 367,400.00
TOTAL:	\$ 367,400.00

Notes:

- The Owner reserves the right to reject all bids.
- This is a unit price bid. The quantities shown are estimates. Payment will only be made for those quantities of work constructed and accepted as meeting the plans and specification requirements.
- Bidders must bid on all Bid Schedules. The Owner reserves the right to accept any one Individual Bid Schedule, all Bid Schedules, or any combination of the Bid Schedules to closely match available funding. Funding availability will be considered in selecting the Bid Schedules to be awarded.

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

The Owner reserves the right to award any Bid Schedule or combination of Bid Schedules, therefore the Contractor must submit a bid for all Bid Schedules and associated Additive Alternates. Additive Alternate Bids will only be awarded if the corresponding schedule is awarded. The Owner reserves the right to select such bid schedule and alternate bids that, in its opinion, serve the best interest of the Owner.

Accompanying this Proposal is a (Certified Check/Bid Bond) in an amount not less than five percent (5%) of the total amount of bid, which it is agreed, shall be retained as liquidated damages by the City of Durant if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned agrees to begin work within ten (10) days after the work order is issued and complete the work within the following time schedule:

30 calendar days

Should the Contractor fail to fully complete the work within the above stated time, they shall pay the City of Durant, Oklahoma, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification, for each working day of delay until the work is completed or accepted, and the additional time is only to be allowed for delays as stipulated in the Contract Documents. Liquidated damages shall also be assessed at the same rate as specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification for phased construction as required by the plans.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the opening thereof.

Previous Contracts. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee in Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor that participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements the sponsor is required to include in the bid or proposal form a statement of substantially as follows:

The Bidder (proposer) shall complete the following statement by checking the appropriate space.

The Bidder (proposer) has X has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (proposer)) has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

Bidder shall provide the attached Contractor Debarment Review Certification with the sealed bid proposal.

System for Award Management (SAM) registration and a Unique Entity Identifier number is required for Prime contractors in order to be awarded contracts funded by the Federal Aviation Administration. Prior to bidding, vendors must obtain a 12-character alpha-numeric UEI number and complete SAM.gov registration through <https://sam.gov/content/entity-registration>. Proof of registration and UEI number must be provided in the bid submission.

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offerer below or on a separate and clearly identified attachment to this bid/proposal, the offerer certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is included in the Appendix.

K. Stefanoff

Witness

Krista Stefanoff
Secretary

SEAL (If Bidder is a Corporation)

THIRD GENERATION ELECTRICAL, INC.

Name of Bidder

By

[Signature]

(Signature)

Daniel J. Stefanoff, President

(Print Name and Title)

8620 South 33rd West Avenue

(Address)

Tulsa, OK 74132

(City, State and Zip Code)

918-446-6626; cell: 918-845-1969

(Phone Number)

Submitted on July 14, 2022

The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date

7-14-2022

Addenda Number

None issued

Note: Sign in ink. Do not detach. All items listed in the Unit Price Schedule must be bid upon.

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Jul 5, 2022



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Apr 3, 2022



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< Entity Information

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This tool allows you to check the status of your entity registration.



Non-federal users: You may only check the registration status of entities linked to your SAM.gov account.

Federal users: If you need to view registrations that are not publicly available, use the **Search** link in the header menu of SAM.gov, while signed in.

Unique Entity ID

HKW8FAHVKR68

CAGE Code

Reset

Search

Entity Information

Third Generation Electrical, Inc. Active Registration

Unique Entity ID
HKW8FAHVKR68

Your registration was activated on 2022-01-21. It expires on 2023-01-19 which is one year after you submitted it for processing.



Core Data
Completed



Assertions
Completed



Reps & Certs
Completed



POCs
Completed



Submit
Completed



Processing

More About the Entity Registration Status Tracker



C

Getting Started with Registration

Entity Status Guide

Legend

What if my entity fails TIN validation?

What if my entity fails CAGE validation?

More Help



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CITY OF DURANT, OK

CONTRACTOR DEBARMENT REVIEW CERTIFICATION (Must be submitted with SEALED bid)

City of Durant, OK	Airport Electrical	C-2022-25 Taxiway Lighting
<i>Owner</i>	<i>Project Type</i>	<i>Project Number</i>

All _____ project prime contractors are required to have:

1. Current Unique Entity Identifier (UEI) number.
2. Proof of Current SAM.gov registration at <https://sam.gov/content/entity-registration>

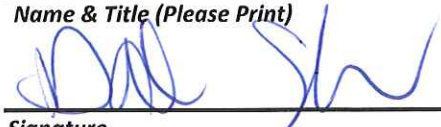
This certification is required per 2 CFR § 180.300 regulations relating to Debarment and Suspension.

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Daniel J. Stefanoff, President	7-14-2022
<i>Name & Title (Please Print)</i>	<i>Date</i>
	7-14-22
<i>Signature</i>	<i>Date</i>
HKW8FAHVKR68	Third Generation Electrical, Inc, 8620 S. 33rd W. Ave., Tulsa, OK
<i>UEI Number</i>	<i>Company Name and Address</i>
	74132

June 2022

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Third Generation Electrical, Inc.
as Principal, are hereby held and firmly bound unto the City of Durant as OWNER in the penal sum of Five percent of the amount bid***** (5% of amount bid) for the payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 14th day of July, 20 22.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of
Durant, Oklahoma a certain Bid attached hereto and hereby made a part hereof to enter into a contract in
writing for the TAXIWAY ELECTRICAL IMPROVEMENTS.

NOW THEREFORE

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said BID) and
shall furnish a BOND for his faithful performance of said contract, and for the payment of
all persons performing labor or furnishing materials in connection therewith, and shall in
all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event
exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may
accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Third Generation Electrical, Inc. (L.S.)

Principal

Daniel J. Stefanoff, President

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By:

Jamie Burris, Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL,

VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES,

THOMAS PERRAULT and KRISTIN LEWIS JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

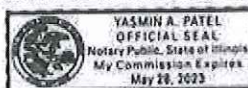
this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of July, 2022.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

STATEMENT OF QUALIFICATIONS

THIRD GENERATION ELECTRICAL, INC.

Bidder

8620 S. 33rd W. Ave., Tulsa, OK 74132

Address

Similar Projects Completed by Bidder:

SEE ATTACHED SHEET OF AIRPORT PROJECTS.

1. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

2. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

3. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

4. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

5. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

6. NAME OF PROJECT: _____
OWNER: _____ ADDRESS _____
OWNER TELEPHONE NUMBER _____
ENGINEER: _____ ADDRESS _____
ENGINEER TELEPHONE NUMBER _____
DATE STARTED _____ DATE COMPLETED: _____
APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

Contractor may attach additional project summaries and/or references for consideration by the Owner.

Intentionally Left Blank

SQ-4



THIRD GENERATION ELECTRIC
CELEBRATING 20 YEARS OF
ELECTRIFYING TULSA

8620 S.33rd W. Ave.
Tulsa, OK



918-446-6626



Airport Projects similar and completed in the last five years:

Owner	Project Description	Cost
Tulsa Airport Authority	RL Jones Upgrade Signage	\$973,521
City of McAlester	McAlester Runway Improvements	\$108,392
Tulsa Airport Authority	TIA Upgrade Field Access Controls	\$3,543,671
City of Sallisaw	Sallisaw Airport and JSV Papi Upgrade	\$56,223
OK Ordinance Works Authority	Pryor Airport Upgrades H71	\$834,396
City of Sand Springs	Pogue Vault & PAPI Upgrades	\$272,881
City of Miami	Miami Regional Airport Upgrade	\$920,147
City of Tahlequah	Tahlequah Airport Vertical Guidance	\$151,045
Tulsa Airport Authority	RL Jones Rehab Runway	\$47,880
City of Skiatook	Skiatook Taxiway Lights	\$182,356
City of Wagoner	H68 Precision Approach Path Indicator	\$47,035
City of Bristow	Relocate Runway 18-36, Jones Mem Airpt	\$205,229
City of Lindsay	Rehab Runway Lights & Beacon	\$152,187
City of Eufaula	Eufaula Airport – Install Fuel System	\$19,835
City of Prague	Construct Partial Parallel Taxiway	\$40,444
City of Claremore	Replace Wind Cone & P1 Perimeter Fence	\$46,135
Town of Ketchum/South Grand Lake	Rehab Runway 18-36; Install LED MIREL	\$312,270
City of Skiatook	Rehab Runway 18-36, Skiatook Mun Airport	\$129,057
Town of Talihina	Install Rotating Beacon & Wind Cone	\$84,629
City of Sallisaw	Fuel Farm & Drainage Improvements	\$28,360
City of Seminole	Rehab Runway 16-34 Lighting	\$297,313
City of Ardmore	Install LED MITL & RW 17-35 LED REIL	\$265,251
City of Lawton	Trench/Install 14,800 LF #6 Bare Copper	\$18,096
Town of Ketchum/Grand Lake Airpt	Construct/install elec in 3 box hangars	\$28,996
City of Ardmore	Rehab Runway 13-31 Lighting	\$664,728

If more information is needed or required, please let us know.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this potential Federal Aviation Administration (FAA) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

- (1) DEFINITION - Disadvantaged Business Enterprise (DBE) as Used in this Contract shall have the same meaning as defined in 26.5 of Subpart A to 49 CFR Part 26.
- (2) POLICY - It is the policy of FAA that DBE's as defined in 49 CFR Part 26 shall have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (3) DBE OBLIGATION - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. *In this regard* all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.
- (4) COMPLIANCE - All bidders, potential Contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
- (5) SUBCONTRACT CLAUSE - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- (6) CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this FAA assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

- (7) DBE PARTICIPATION GOAL - The attainment of goals established for this contract is to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows:

a. The percent to be performed by DBE's is seven and one-half percent (7.5%).

- (8) AVAILABLE CERTIFIED DBE'S - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, *those* DBE firms which are identified by the Small Business Administration (SBA) . as 8 (a) firms and those firms which are currently certified by other Federal Aviation Administration (FAA) agencies. Firms which desire certification which do not meet the SBA or other FAA agencies previous certification: criteria are required by the Owner to complete the FAA recommended *application documents in their entirety* before they can be certified for this contract. Copies of the *application documents* may be obtained from Owner. The act of simply filling out the *application documents* does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

- (9) CONTRACTOR'S REQUIRED SUBMISSION - The owner requires the submission of the following information with the bid. Certain other DBE information may also be required.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
Airport Lighting Systems Courtney Denney, President 651 Industrial Blvd, Grapevine, TX 76051	Airport Runway Lighting	\$54,908.00	\$6-\$10 Million

WOMEN SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

OTHER DISADVANTAGED SUBCONTRACTORS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)

Total Bid (1)	\$ <u>367,400.00</u>
Total DBE Value (2)	\$ <u>54,908.00</u>
Total DBE percent (2)/(1)	<u>15</u> %

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in *Appendix A to 49 CFR Part 26, and Subpart 26.53 a-f revised as of February 2, 1999.*

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the *recipient* to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in

order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

- f. Whether the contractor provided interested DBE's with adequate information about the plans specifications, and requirements of the contract,
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation-of their capabilities;
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

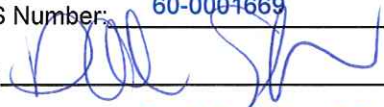
NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- (10) CONTRACTOR ASSURANCE - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR pat 26 in the award and administration of FAA assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (11) PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract no later than 30 days from the receipt of each payment the prime contractor received from the City of Durant. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Durant. This clause applies to both DBE and non-DBE subcontractors.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Name of Bidder: THIRD GENERATION ELECTRICAL, INC.

IRS Number: 60-0001669

By: 

Title: Daniel J. Stefanoff, President

Date: July 14, 2022

From: [Courtney Denney](#)
To: [Haila Cavanagh](#)
Subject: FW: ODOT: Certification Renewal
Date: Monday, August 02, 2021 8:01:03 AM

From: Oklahoma Department of Transportation <okdot@gob2g.com>
Sent: Monday, August 2, 2021 7:55 AM
To: Courtney Denney <cd@airportlighting.com>
Subject: ODOT: Certification Renewal



August 2, 2021

Courtney Denney
Airport Lighting Systems, Inc. DBA None
651 Industrial Blvd.
Grapevine, TX 76051

Dear Courtney Denney,

We have received your annual update. We are pleased to inform you that the Oklahoma Department of Transportation (ODOT) has determined your firm continues to meet the eligibility criteria as a Disadvantaged Business Enterprise (DBE).

Your certification will remain in effect, provided your business continues to meet the eligibility criteria set forth in U.S. Department of Transportation, Code of Federal Regulations Title 49 Part 26. Annually, you must submit a signed and notarized "Disadvantaged Business Enterprise (DBE) No Change Affidavit" with supporting documentation. It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business.

The following table lists the North American Industry Classification System (NAICS) code(s) and description(s) that have been assigned to your business in accordance with the service(s) it render(s).

NAICS: Specialty Description
NAICS 444190: OTHER BUILDING MATERIAL DEALERS

Specific Work Categories
Supplier of Airport and Heliport Lighting

If you have any questions regarding your certification, please contact the ODOT Civil Rights Division at 405-521-3186 or 1-800-788-4539.

Sincerely,



Scott Houck
Community Outreach Specialist

This message was sent to: cd@airportlighting.com
Sent on: 8/2/2021 7:55:03 AM
System ReferenceID: 140650011

Wise Electric Co.
P.O. Box 1081
Owasso, OK 74055

Taxiway Electrical Improvements
Durant Project Bid No. C-2022-25 Taxiway
Durant Regional Airport
Durant, OK

City
300
Durant

RECEIVED

JUL / 4 2022

11:57 AM
TIME CITY INITIALS
OF DURANT

THIS DATE
IS ACTUALLY
July 14
BP

PROPOSAL

Place: Durant, Oklahoma

Date: 7-14-22

Proposal of Wise Electric Co.

A Corporation organized and existing under the laws of the State of Oklahoma

OR

Proposal of _____

A partnership consisting of _____

and _____

OR

Proposal of _____

An individual trading as _____

and _____

To: City of Durant
City Clerk
300 West Evergreen
(PO Box 758)
Durant, OK 74702

The undersigned Bidder, having visited the site and examined the Plans, Specifications, and other Contract Documents, including the Addenda and being familiar with the conditions relating to the proposed project, hereby proposed to furnish all tools, appliances, equipment, and specified materials and perform all necessary labor for Durant Regional Airport – Taxiway Electrical Improvements in strict accordance with the Plans, Specifications and other Contract Documents at and for the unit prices proposed herein.

The undersigned Bidder, having read the Advertisement for Bids, understands that sealed Proposals will be received at City Clerk, at City Hall, 300 West Evergreen, (PO Box 578), Durant, Oklahoma 74702.

The Undersigned Bidder, in compliance with the Bid Advertisement hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on the Plans for the said work at the following rate and prices:

Durant Regional Airport
Taxiway Electrical Improvements
City Bid No.

BID NO.	SPEC NO.	QUAN.	UNIT	DESCRIPTION (with unit price in words)	UNIT PRICE	TOTAL PRICE
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable						
1.01	C-105	1	LS	Mobilization	\$ 15,000 ⁰⁰	\$ 15,000 ⁰⁰
				<i>Fifteen thousand dollars</i>		
1.02	KSA-105-3.1	1	LS	Barricades for Pavement Closures	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
				<i>One thousand five hundred dollars</i>		
1.03	KSA-105-3.2	1	LS	Preparation of Safety Plan Compliance Document	\$ 200 ⁰⁰	\$ 200 ⁰⁰
				<i>Two hundred dollars</i>		
1.04	L-108-5.2	24,000	LF	No. 8 AWG, 5 KV, L-824, Type C Cable, Installed in Existing Conduit	\$ 1 ⁸⁰	\$ 43,200 ⁰⁰
				<i>One dollar eighty cents</i>		
1.05	L-108-5.3	1,200	LF	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 2 ⁵⁰	\$ 3,000 ⁰⁰
				<i>Two dollars fifty cents</i>		
1.06	L-108-5.5	24,000	LS	Removal of Existing L-824 Cable	\$.15	\$ 3,600 ⁰⁰
				<i>Fifteen cents</i>		
1.07	L-110-5.1	600	LF	Install Non-Encased Electrical Duct, One each 2-inch	\$ 10 ⁰⁰	\$ 6,000 ⁰⁰
				<i>Ten dollars</i>		
1.08	L-125-5.1	230	LS	Remove Existing L-861T(L) and L-830	\$ 10 ⁰⁰	\$ 2,300 ⁰⁰
				<i>Ten dollars</i>		
1.09	L-125-5.2	230	EA	Install New L-861T(L) and L-830	\$ 475 ⁰⁰	\$ 109,250 ⁰⁰
				<i>Four hundred seventy five dollars</i>		
1.10	L-125-5.3	2	EA	Replace Existing Lumacurve One Module Sign Electronics and L-830	\$ 1,600 ⁰⁰	\$ 3,200 ⁰⁰
				<i>One thousand six hundred dollars</i>		
1.11	L-125-5.4	11	EA	Replace Existing Lumacurve Two Module Sign Electronics and L-830	\$ 1,900 ⁰⁰	\$ 20,900 ⁰⁰
				<i>One thousand nine hundred dollars</i>		
1.12	L-125-5.5	14	EA	Replace Existing Lumacurve Three Module Sign Electronics and L-830	\$ 2,150 ⁰⁰	\$ 30,100 ⁰⁰
				<i>Two thousand one hundred fifty dollars</i>		
Subtotal					\$ 238,250 ⁰⁰	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable						

BID SUMMARY

		Subtotal	
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable		\$ 238,250 ⁰⁰	
		TOTAL:	\$ 238,250 ⁰⁰

Notes:

- The Owner reserves the right to reject all bids.
- This is a unit price bid. The quantities shown are estimates. Payment will only be made for those quantities of work constructed and accepted as meeting the plans and specification requirements.
- Bidders must bid on all Bid Schedules. The Owner reserves the right to accept any one individual Bid Schedule, all Bid Schedules, or any combination of the Bid Schedules to closely match available funding. Funding availability will be considered in selecting the Bid Schedules to be awarded.

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

The Owner reserves the right to award any Bid Schedule or combination of Bid Schedules, therefore the Contractor must submit a bid for all Bid Schedules and associated Additive Alternates. Additive Alternate Bids will only be awarded if the corresponding schedule is awarded. The Owner reserves the right to select such bid schedule and alternate bids that, in its opinion, serve the best interest of the Owner.

Accompanying this Proposal is a (Certified Check/Bid Bond) in an amount not less than five percent (5%) of the total amount of bid, which it is agreed, shall be retained as liquidated damages by the City of Durant if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned agrees to begin work within ten (10) days after the work order is issued and complete the work within the following time schedule:

30 calendar days

Should the Contractor fail to fully complete the work within the above stated time, they shall pay the City of Durant, Oklahoma, as fixed, agreed and liquidated damages, and not as a penalty, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification, for each working day of delay until the work is completed or accepted, and the additional time is only to be allowed for delays as stipulated in the Contract Documents. Liquidated damages shall also be assessed at the same rate as specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of section SPECIAL CONDITIONS of this specification for phased construction as required by the plans.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the opening thereof.

Previous Contracts. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee in Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor that participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements the sponsor is required to include in the bid or proposal form a statement of substantially as follows:

The Bidder (proposer) shall complete the following statement by checking the appropriate space.

The Bidder (proposer) has ☒ has not ☐ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (proposer)) has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

Bidder shall provide the attached Contractor Debarment Review Certification with the sealed bid proposal.

System for Award Management (SAM) registration and a Unique Entity Identifier number is required for Prime contractors in order to be awarded contracts funded by the Federal Aviation Administration. Prior to bidding, vendors must obtain a 12-character alpha-numeric UEI number and complete SAM.gov registration through <https://sam.gov/content/entity-registration>. Proof of registration and UEI number must be provided in the bid submission.

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offerer below or on a separate and clearly identified attachment to this bid/proposal, the offerer certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is included in the Appendix.

Kim Wis
Witness

SEAL (If Bidder is a Corporation)



Submitted on July 14th, 2022

The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date
NA

Addenda Number
NA

Note: Sign in ink. Do not detach. All items listed in the Unit Price Schedule must be bid upon.

Wise Electric Co.
Name of Bidder

By Ry Wi
(Signature)

Ryan Wise President
(Print Name and Title)

PO Box 1081
(Address)

Owasso, OK 74055
(City, State and Zip Code)

918-272-8844
(Phone Number)

MERCHANTS BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Wise Electric Company

PO Box 1081

Owasso, OK 74055

OWNER:

(Name, legal status and address)

City of Durant

300 W. Evergreen

Durant, OK 74702

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Durant Regional Airport - Taxiway Electrical Improvements - City Bid #C-2022-25

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)

A Corporation

2100 Fleur Drive, Des Moines, IA 50321-1158

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

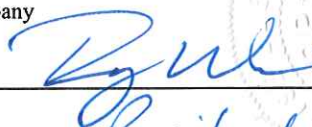
Signed and sealed this 14th day of July, 2022


(Witness)

Wise Electric Company

(Principal)

(Title)


(Seal)
President


(Witness) Tom Perrault

Merchants Bonding Company (Mutual)

(Surety)

(Title) Jamie M. Burris, Attorney-in-Fact

(Seal)

CON 0657 (6/12)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010 edition.

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bobby J Young; Carey Kennermer; Cathy Combs; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Gary Liles; James Richardson; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Michael Bettlach; Randy D Webb; Shelli R Samsel; Stephen Poleman; Teresa A Smith; Travis E Brown; Vaughn Graham; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

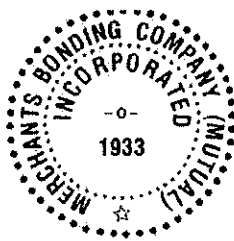
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of October, 2021.



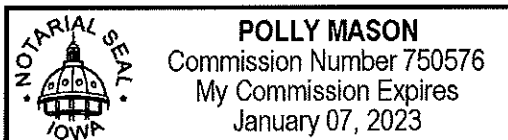
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 12th day of October 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of July, 2022.



William Warner Jr.
Secretary

POA 0018 (1/20)

STATEMENT OF QUALIFICATIONS

Wise Electric Co.

Bidder

PO Box 1081 Owasso, OK 74055

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: Elk City Regional Airport
OWNER: City of Elk City ADDRESS 320 W. 3rd St. Elk City, OK
OWNER TELEPHONE NUMBER 580-225-7700
ENGINEER: Lochner ADDRESS 701 Cedar Lake Blvd OKC, OK
ENGINEER TELEPHONE NUMBER 405-748-6651
DATE STARTED Feb 2022 DATE COMPLETED: July 2022
APPROX. QUANTITIES OF MAJOR ITEMS: 67 RW Lights, 2 - 2Box
PAPI's, 1 Regulator, AWOS System
VALUE OF CONTRACT: 740,000⁰⁰

2. NAME OF PROJECT: Mignon Laird Municipal Airport
OWNER: City of Cheyenne ADDRESS PO Box 10 Cheyenne, OK
OWNER TELEPHONE NUMBER 580-497-2455
ENGINEER: Lochner ADDRESS 701 Cedar Lake Blvd OKC, OK
ENGINEER TELEPHONE NUMBER 405-748-6651
DATE STARTED Aug 2021 DATE COMPLETED: Sept. 2021
APPROX. QUANTITIES OF MAJOR ITEMS: 69 RW Lights

VALUE OF CONTRACT: 120,000

3. NAME OF PROJECT: Cordell Airport
OWNER: City of Cordell ADDRESS 101 E. Main Cordell, OK
OWNER TELEPHONE NUMBER 580-832-3825
ENGINEER: Lochner ADDRESS 701 Cedar Lake Blvd OKC, OK
ENGINEER TELEPHONE NUMBER 405-748-6651
DATE STARTED July 2021 DATE COMPLETED: Aug 2021
APPROX. QUANTITIES OF MAJOR ITEMS: 2-2 Box PAPI's, Beacon

VALUE OF CONTRACT: 100,000

4. NAME OF PROJECT: Okeene Airport - Christman Field
OWNER: City of Okeene ADDRESS 118 Madison Ave. Okeene, OK
OWNER TELEPHONE NUMBER 580-822-3035
ENGINEER: Lochner ADDRESS 701 Cedar Lake Blvd OKC, OK
ENGINEER TELEPHONE NUMBER 405-748-6651
DATE STARTED June 2021 DATE COMPLETED: July 2021
APPROX. QUANTITIES OF MAJOR ITEMS: 52 RW Lights

VALUE OF CONTRACT: 100,000

5. NAME OF PROJECT: Ponca City Regional Airport
OWNER: City of Ponca City ADDRESS 2231 Warming St. Ponca City, OK
OWNER TELEPHONE NUMBER 580-767-0429
ENGINEER: LBR ADDRESS 1802 Wright Dr. Stillwater, OK
ENGINEER TELEPHONE NUMBER 405-377-8276
DATE STARTED Nov. 2020 DATE COMPLETED: June 2021
APPROX. QUANTITIES OF MAJOR ITEMS: RW Lights, 2-4 Box PAPI's,
Signs, TW Lights, In Pavement Lights
VALUE OF CONTRACT: 760,000

6. NAME OF PROJECT: Alva Airport
OWNER: City of Alva ADDRESS 2815 College Blvd Alva, OK
OWNER TELEPHONE NUMBER 580-327-2898
ENGINEER: Parkhill ADDRESS OKC
ENGINEER TELEPHONE NUMBER 405-832-9903
DATE STARTED Jan 2021 DATE COMPLETED: Feb 2021
APPROX. QUANTITIES OF MAJOR ITEMS: Install New DDAL System

VALUE OF CONTRACT: 200,000

Contractor may attach additional project summaries and/or references for consideration by the Owner.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this potential Federal Aviation Administration (FAA) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

- (1) DEFINITION - Disadvantaged Business Enterprise (DBE) as Used in this Contract shall have the same meaning as defined in 26.5 of Subpart A to 49 CFR Part 26.
- (2) POLICY - It is the policy of FAA that DBE's as defined in 49 CFR Part 26 shall have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- (3) DBE OBLIGATION - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the *equal* opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. *In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.*
- (4) COMPLIANCE - All bidders, potential Contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
- (5) SUBCONTRACT CLAUSE - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- (6) CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this FAA assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

- (7) DBE PARTICIPATION GOAL - The attainment of goals established for this contract is to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows:

a. The percent to be performed by DBE's is seven and one-half percent (7.5%).

- (8) AVAILABLE CERTIFIED DBE'S - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, *those* DBE firms which are identified by the Small Business Administration (SBA) . as 8 (a) firms and those firms which are currently certified by other Federal Aviation Administration (FAA) agencies. Firms which desire certification which do not meet the SBA or other FAA agencies previous certification: criteria are required by the Owner to complete the FAA recommended *application documents in their entirety* before they can be certified for this contract. Copies of the *application documents* may be obtained from Owner. The act of simply filling out the *application documents* does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

- (9) CONTRACTOR'S REQUIRED SUBMISSION - The owner requires the submission of the following information with the bid. Certain other DBE information may also be required.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue
Airport Lighting Systems 651 Industrial Blvd Greenville, TX 76051 DBE	Supplier	68,938 ⁷⁸	

WOMEN SUBCONTRACTS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

OTHER DISADVANTAGED SUBCONTRACTORS

DBE Subcontractors Names/Addresses/Identity*	Subcontract Work Item	Dollar Value of Subcontract Work	General range of DBE Subcontractors' Annual Revenue

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)

Total Bid (1)

\$ 238,250⁰⁰

Total DBE Value (2)

\$ 41,363²⁷

Total DBE percent (2)/(1)

17 %

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in *Appendix A to 49 CFR Part 26, and Subpart 26.53 a-f revised as of February 2, 1999.*

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the *recipient* to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in

order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

- f. Whether the contractor provided interested DBE's with adequate information about the plans specifications, and requirements of the contract,
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation-of their capabilities;
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

- (10) CONTRACTOR ASSURANCE - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR pat 26 in the award and administration of FAA assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (11) PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract no later than 30 days from the receipt of each payment the prime contractor received from the City of Durant. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Durant. This clause applies to both DBE and non-DBE subcontractors.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Name of Bidder: Wise Electric Co.

IRS Number: 73-1488481

By: Ry Wu

Title: President

Date: 7-14-22

CITY OF DURANT, OK

CONTRACTOR DEBARMENT REVIEW CERTIFICATION

(Must be submitted with SEALED bid)

City of Durant, OK	Airport Electrical	C-2022-25 Taxiway Lighting
<i>Owner</i>	<i>Project Type</i>	<i>Project Number</i>

All _____ project prime contractors are required to have:

1. Current Unique Entity Identifier (UEI) number.
2. Proof of Current SAM.gov registration at <https://sam.gov/content/entity-registration>

This certification is required per 2 CFR § 180.300 regulations relating to Debarment and Suspension.

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

Certified by:

Ryan Wise - President
Name & Title (Please Print)

7-14-22
Date

Ry W.
Signature

7-14-22
Date

UWQV3NLEEG4 Wise Electric Co PO Box 1081 Owasso, OK 74055
UEI Number Company Name and Address

June 2022



Register Entity

Core Data

Assertions

Representations and
Certifications

Points of Contact

Small Business Certification

Submit Registration

 Entity Review

 Confirmation Page

Submit Registration

WISE ELECTRIC CO

Confirmation Page

Unique Entity ID: UWKVL3NLEEG4

Registration Submitted - Confirmation

Wed Jul 13 16:01:36 EDT 2022

You successfully submitted your entity registration. This registration record will remain in Submitted status until all external validations are complete. This process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration.

What happens next?

- 1 If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This could take two business days. You will get an email from @sam.gov when that review is complete.
- 2 Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This also is a FREE service. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from @sam.gov when that review is complete.
- 3 If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from an @dla.mil address. Please tell your Government Business POC to respond right away to any requests from an @dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
- 4 You will get an email from @sam.gov when your registration passes these external validations and becomes Active. While you are waiting, select Check Status on the SAM.gov homepage to see where your registration is in the review process.
- 5 Remember, it is FREE to register and maintain your registration in SAM. If you get an email from any address that does not end in .gov or .mil, be cautious. If you get an email, text message, or phone call asking for money or payment of any amount, be very cautious. These parties do not represent the U.S. government. You engage third party vendors at your own risk.
- 6 You can get FREE help with your registration by contacting our supporting [Federal Service Desk \(FSD\)](#). In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Check the [PTAC website](#) to locate your closest PTAC.

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Buy American Certification

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Buy American Compliance for Manufactured Products (Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products.
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b).

By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To submit to the Owner with 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination and may result in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To furnish US domestic product for any waiver request that the FAA rejects.

BA-1

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

7-14-22

Date

Bull

Signature

Wile Electric Co.

Company Name

President

Title

BA-2

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL IMPROVEMENTS

DURANT NO. C-2022-25 Taxiway Lighting

BID OPENING
CITY HALL
Thursday, July 14th, 2022

Name	Company	Phone	Email
1. Richard Hoyt	Libra Electric	405-202-6046	richardhoyt@libraelectric.net
2. Donald Deicke	TGE	918-446-6626	branda@tgetusa.com
3. Ryan Wise	Wise Electric	918-272-8844	Ryan@wiseelectric.co.com
4. Cliff Anderson	EDS	580-319-6985	cliff@edsselectric.com
5. Rebecca Payne	City of Durant	580-931-6623	rebecca@durant.org
6. James Burton	City of Durant	580-931-6649	jburton@durant.org
7.			
8.			
9.			
10.			

**DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL IMPROVEMENTS**

OWNER: City of Durant, OK

LOCATION: Durant, Oklahoma

DURANT NO. C-2022-25 Taxiway Lighting

BID OPENING: Thursday, July 14, 2022; 2:00 p.m.

	CONTRACTOR	TOTAL AMOUNT BID
1.	EPS	256,200
2.	LIBRA ELECTRIC	269,000
3.	3RD GENERATION ELECTRICAL	367,400
4.	WISE ELECTRIC	238,250
5.		

Required Documents:

1. Bid Proposal, Addendum No. 4 page(s) PR 1-6 (Including Contractor Debarment Certificate)
2. Bid Bond (Bond or Cashier Check) in the amount of 5% of Bid with BB-1 and BB-2.
3. Contractor's Statement of Qualification Statement, page(s) SQ-1-3
4. Disadvantaged Business Enterprise Form DBE 1-4

DURANT, OKLAHOMA

DURANT REGIONAL AIRPORT

TAXIWAY ELECTRICAL IMPROVEMENTS

CITY BID No. (OR OTHER #, IF REQUIRED) CITY BID ##

INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE
GENERAL	
G01	COVER SHEET
G02	PROJECT NOTES AND SUMMARY OF QUANTITIES
G03	CONSTRUCTION SAFETY PHASING PLAN I
G04	CONSTRUCTION SAFETY PHASING PLAN II
CIVIL	
C01	PROJECT LAYOUT
C02	PHASING PLANS - PHASE 1 AND 2
C03	PHASING AND SAFETY DETAILS
ELECTRICAL	
E-001	ELECTRICAL LEGEND
E-301	DEMOLITION PLAN I
E-302	DEMOLITION PLAN II
E-401	PROPOSED ELECTRICAL LAYOUT PLAN I
E-402	PROPOSED ELECTRICAL LAYOUT PLAN II
E-403	PROPOSED ELECTRICAL LAYOUT PLAN III
E-601	ELECTRICAL DETAILS

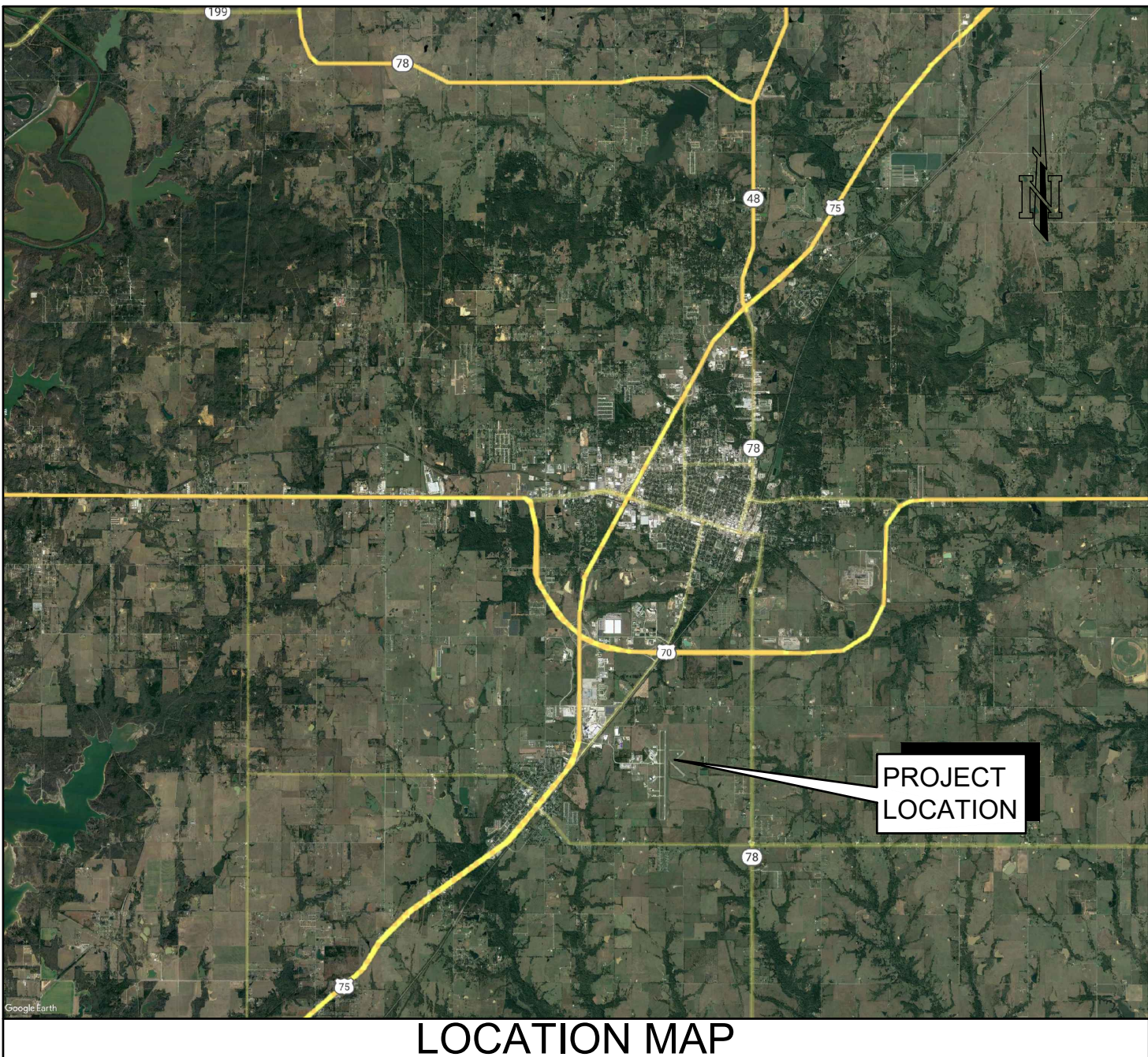
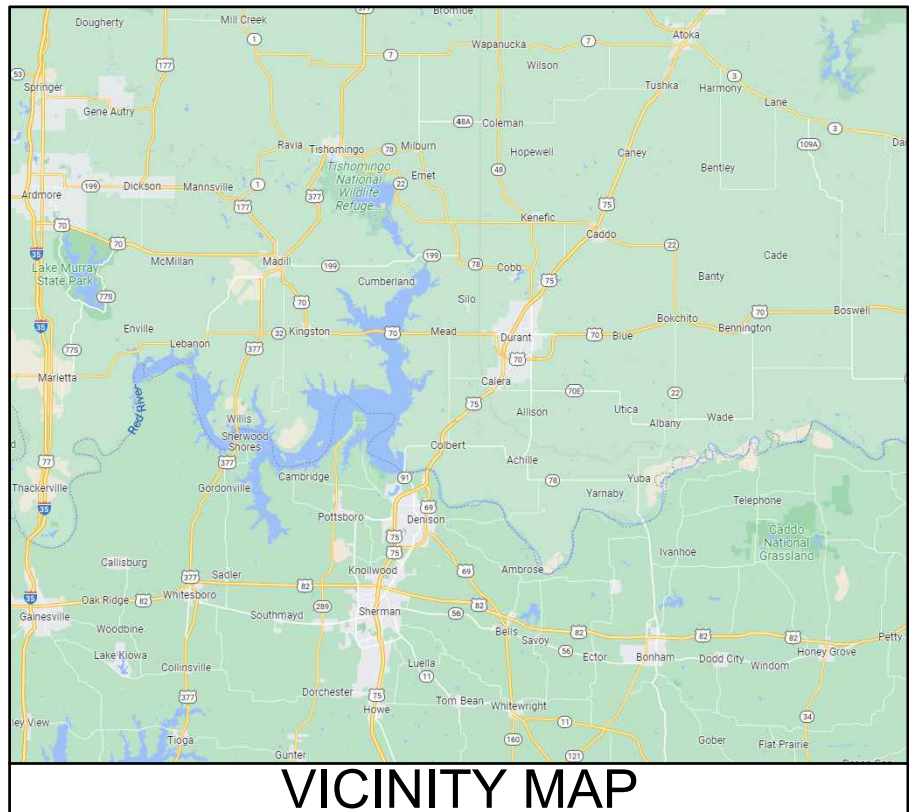
MAY 2022

DURANT AIRPORT AUTHORITY

ODEN GRUBE- CHAIRMAN
STEVE BRITTINGHAM- TRUSTEE
HUMPHREY MILLER- TRUSTEE
CURTIS MORRIS- TRUSTEE

CITY OF DURANT

JOHN DEAN- CITY MANAGER
JAMES DALTON- ASSISTANT CITY MANAGER
JOHN WYATT- AIRPORT MANAGER



RECOMMENDED BY:

KSA
CA REGISTRATION No. 2175

ADAM MARSH, P.E.
PROJECT MANAGER
SHEETS G01-G04, C01-C03

MATTHEW L. MOORE, P.E.
ELECTRICAL ENGINEER
SHEETS E-001, E-301, E-302, E-401-E-403, E-601

This document is released for the purpose of interim review under the authority of Adam Marsh, P.E., 25788, on 5/31/2022. It is not to be used for construction, bidding, or permit purposes.

DATE

This document is released for the purpose of interim review under the authority of Matthew L. Moore, P.E., 33263, on 5/31/2022. It is not to be used for construction, bidding, or permit purposes.

DATE



2720 Washington Dr., Suite 120
Norman, Oklahoma 73069
T. 405-233-3676 F. 888-224-9418
www.ksaeng.com

GENERAL:

3. THE TERM "CITY" USED THROUGHOUT THE PLANS AND SPECIFICATIONS SHALL REFER TO THE CITY OF DURANT, OKLAHOMA.
2. THE TERM "AIRPORT" USED THROUGHOUT THE PLANS AND SPECIFICATIONS SHALL REFER TO THE DURANT REGIONAL AIRPORT. THE TERM "AIRPORT" SHALL ALSO BE INTERPRETED TO MEAN "AIRPORT MANAGEMENT AND / OR OPERATIONS STAFF".
3. THE TERM "OWNER" USED THROUGHOUT THE PLANS AND SPECIFICATIONS SHALL REFER TO THE CITY OF DURANT. THE TERM "OWNER" SHALL ALSO BE INTERPRETED TO MEAN "OWNER'S REPRESENTATIVE". THE TERM "OWNER" MAY ALSO BE USED INTERCHANGEABLY WITH THE TERM "CITY" AND / OR "AIRPORT", AS APPLICABLE.
4. THE AIR OPERATIONS AREA (AOA) IS DEFINED AS ALL AREAS OF THE AIRPORT INSIDE THE PERIMETER FENCE AND INCLUDES, BUT IS NOT LIMITED TO, APRONS, TAXIWAYS, RUNWAYS, AND RUNWAY AND TAXIWAY SAFETY AREAS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HIS OWN PROJECT OFFICE, TOILET FACILITIES, EQUIPMENT, SUPPLIES, AND OTHER INCIDENTALS AND / OR FACILITIES NECESSARY FOR WORK ON THE PROJECT. THE OWNER WILL NOT PROVIDE FACILITIES TO THE CONTRACTOR DURING CONSTRUCTION.
6. ALL EQUIPMENT REQUIRED TO COMPLETE THE PROJECT SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS OF THE PROJECT.
7. THE CONTRACTOR SHALL VIDEO AND / OR PHOTOGRAPH THE ENTIRE WORK AREA AND SURROUNDING AREAS AFTER THE PRE-CONSTRUCTION MEETING AND PRIOR TO MOBILIZATION OF PERSONNEL AND EQUIPMENT. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE COPY OF THE PICTURE(S) AND / OR VIDEO(S) TAKEN. THIS DOCUMENTATION SHALL BE USED TO DETERMINE THE AMOUNT OF DAMAGE, IF ANY, CAUSED TO EXISTING FACILITIES (PAVEMENT, UTILITIES, BUILDINGS, ETC.) BY THE CONTRACTOR AND THE QUALITY OF CONSTRUCTION WHICH SHALL BE REQUIRED FOR THE REPAIRS.
8. WORK SHALL BE ACCOMPLISHED BETWEEN THE HOURS OF 7 A.M. CST TO 6 P.M. CST, MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE OWNER.
9. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL HORIZONTAL AND VERTICAL CONSTRUCTION STAKING AS REQUIRED FOR THE PROJECT DEVELOPMENT. CONSTRUCTION STAKING SHALL BE PERFORMED BY THE CONTRACTOR AND SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS OF THE PROJECT.
10. CONSTRUCTION ACCESS AND HAUL ROUTES
 - A. ACCESS TO THE JOB SITE SHALL BE THROUGH DESIGNATED ROUTES AS SHOWN ON THE PLANS.
 - B. ACCESS ROUTES FOR EACH CONSTRUCTION PHASE WILL BE COORDINATED WITH THE OWNER. ACCESS ROUTES DEPICTED ON THE PLANS ARE PRELIMINARY ONLY AND ARE SUBJECT TO APPROVAL AND ADJUSTMENT BY THE OWNER.
 - C. THE PAVEMENTS ON THE ACCESS ROUTES MAY NOT SUPPORT LOADS IMPOSED BY CONSTRUCTION EQUIPMENT OR VEHICLES. THE CONTRACTOR SHALL LIMIT LOADS AS NECESSARY TO PREVENT DAMAGE OR SHALL INCLUDE IN HIS BID ADEQUATE BUDGET TO REPAIR DAMAGE TO THE PAVEMENT.
 - D. AIRCRAFT SHALL ALWAYS HAVE RIGHT OF WAY.
 - E. CONTRACTOR EMPLOYEE PARKING SHALL BE DESIGNATED BY THE OWNER.
 - F. CONSTRUCTION EQUIPMENT AND VEHICLES SHALL NOT EXCEED 15 MPH WITHIN THE AIRPORT PROPERTY.
11. CONSTRUCTION EQUIPMENT AND VEHICLES SHALL TRAVEL A MINIMUM AMOUNT ON PAVEMENTS SO THAT THE PAVEMENT AREAS WILL NOT BE DAMAGED.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE, AS COMPARED TO PRE-CONSTRUCTION CONDITIONS, CAUSED BY THE CONTRACTOR TO ANY EXISTING FACILITIES (PAVEMENTS, UTILITIES, BUILDINGS, ETC.) WHICH WERE NOT DESIGNATED FOR RECONSTRUCTION OR REPLACEMENT. ALL REPAIRS MUST BE MADE TO EQUAL OR BETTER QUALITY AND IN COMPLIANCE WITH THE OWNER, TXDOT, AND / OR FAA REQUIREMENTS - THE STRICTEST OF WHICH WILL APPLY. ALL REPAIR AND REPLACEMENT COSTS FOR DAMAGED FACILITIES SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
13. THE CONTRACTOR SHALL MAINTAIN A CLEAN CONSTRUCTION WORK AREA. THE CONTRACTOR SHALL PERFORM CLEANUP OPERATIONS ON A DAILY BASIS.
14. THE CONTRACTOR SHALL PREPARE A FOREIGN OBJECT DEBRIS (FOD) PLAN THAT, AT MINIMUM, WILL INCLUDE A MOTORIZED MECHANICAL SWEEPER THAT SHALL REMAIN ONSITE DURING ALL CONSTRUCTION OPERATIONS ON OR ADJACENT TO PAVEMENTS. THE FOD PLAN SHALL BE PROVIDED BY THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING AND SHALL BE EXPLAINED BY THE CONTRACTOR TO THE MEETING ATTENDEES. THE FOD PLAN IS SUBJECT TO APPROVAL BY THE OWNER. THE FOD PLAN AND ASSOCIATED DAILY ACTIVITIES SHALL BE COORDINATED WITH THE OWNER.
15. IT IS IMPERATIVE THAT A FIRM SUBGRADE BE MAINTAINED IN THE PAVEMENT CONSTRUCTION AREAS AT ALL TIMES. THE CONTRACTOR SHALL SHAPE THE SUBGRADE TO DRAIN AND SHALL PROVIDE, MAINTAIN, AND OPERATE PORTABLE PUMPS AS NECESSARY TO PREVENT THE PONDING OF WATER ON THE SUBGRADE OR BASE COURSE. PUMPING SHALL COMMENCE AS SOON AS POSSIBLE FOLLOWING THE COMPLETION OF A RAINSTORM.
16. NO TRENCHES IN ACTIVE RUNWAY AND TAXIWAY SAFETY AREAS SHALL REMAIN OPEN OVERNIGHT OR WHEN THE CONTRACTOR FINISHES WORK FOR THE DAY IN THE AREA. TRENCHES NOT BACKFILLED SHALL BE COVERED WITH STEEL PLATES TO ALLOW SAFE PASSAGE BY AIRCRAFT ACROSS THE TRENCH, IF APPROVED BY THE AIRPORT MANAGEMENT.
17. THE CONTRACTOR SHALL PROVIDE PORTABLE HAND-HELD 2-WAY RADIOS (AVIATION BAND) SET TO A PREDETERMINED FREQUENCY ALLOWING FLAGMEN, SUPERINTENDENTS, AND THE RPR TO KEEP IN CONSTANT CONTACT WITH THE AIR TRAFFIC CONTROL TOWER. THE CONTRACTOR SHALL MAINTAIN ALL RADIOS THROUGHOUT THE DURATION OF THE PROJECT. AT THE END OF CONSTRUCTION THE RPR SHALL RETURN THE RADIO SET TO THE CONTRACTOR. MONITOR DURANT REGIONAL GROUND CONTROL ON 123.05 FROM 6 A.M. TO 10 P.M. MONITOR THE COMMON TRAFFIC ADVISORY FREQUENCY ON 123.05 AFTER HOURS.
18. IT IS THE INTENT OF THESE PLANS TO MINIMIZE INTERFERENCE TO AIRCRAFT MOVEMENT; THEREFORE, IN ACTIVE PORTIONS OF THE AOA AIRCRAFT MOVEMENT SHALL HAVE THE RIGHT-OF-WAY.
19. AIRPORT SECURITY IS OF UTMOST IMPORTANCE. THE CONTRACTOR SHALL SUPPLY HIS OWN LOCK FOR ACCESS GATES, AND SHALL KEEP THE GATES LOCKED OR GUARDED AT ALL TIMES, EXCEPT FOR THE BRIEF PERIOD REQUIRED FOR PASSAGE OF AUTHORIZED VEHICLES OR EQUIPMENT.
20. FLAG MEN OR ESCORTS WILL BE REQUIRED TO DIRECT THE CONTRACTOR'S TRUCKS AND EQUIPMENT WHICH ARE OPERATING ON ACTIVE PORTIONS OF THE AOA.
21. ALL WORK SHALL BE IN ACCORDANCE WITH AC 150/5370-2G, "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
22. GENERAL SAFETY REQUIREMENTS: DURING PERFORMANCE OF THIS CONTRACT, THE AIRPORT RUNWAYS, TAXIWAYS, AND AIRCRAFT PARKING APRONS SHALL REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE. AIRCRAFT USE OF AREAS NEAR THE CONTRACTOR'S WORK WILL BE CONTROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION. THE CONTRACTOR SHALL NOT ALLOW HIS/HER EMPLOYEES, SUBCONTRACTOR'S SUPPLIERS, OR ANY PERSON OVER WHO HE/SHE HAS CONTROL TO ENTER OR REMAIN IN ANY PART OF THE AIRPORT WHICH WOULD BE HAZARDOUS TO PERSONS OR TO AIRCRAFT OPERATIONS. WHENEVER AIRCRAFT OPERATIONS REQUIRE, THE ENGINEER MAY ORDER THE CONTRACTOR TO SUSPEND OPERATIONS, MOVE PLANT, PERSONNEL, EQUIPMENT, AND MATERIALS TO A SAFE LOCATION AND STAND BY UNTIL AIRCRAFT USE IS COMPLETED.
23. CONTRACTOR SHALL NOTIFY THE RPR AT LEAST 72 HOURS BEFORE ANY NOTAMS ARE REQUIRED. RPR WILL THEN COORDINATE WITH AIRPORT MANAGEMENT TO ENSURE NOTAMS ARE PUBLISHED APPROPRIATELY. ALL OPENINGS AND CLOSURES OF PORTIONS OF THE AOA OR RESTRICTIONS ON AIRPORT OPERATIONS SHALL BE INITIATED AND CANCELED BY THE OWNER.

24. CONSTRUCTION WORKERS WILL NOT BE ALLOWED TO ESTABLISH OVERNIGHT RESIDENCE ON THE PREMISES. ALL CONSTRUCTION WORKERS SHALL LEAVE THE CONSTRUCTION SITE AT THE END OF THEIR WORK PERIOD.
25. WORK CANNOT COMMENCE IN EACH PHASE UNTIL:
 - A. SUFFICIENT BARRICADES ARE IN PLACE TO CONFINE THE WORK AREA AND CREATE A BARRIER BETWEEN AIRCRAFT AND VEHICLE MOVEMENT AREAS AND THE CONSTRUCTION AREA.
 - B. ALL SAFETY EQUIPMENT FOR PERSONNEL AND CONSTRUCTION EQUIPMENT IS IN PLACE AND OPERABLE.
 - C. ALL NOTAM'S ARE ACTIVE.
26. WEEKLY PROGRESS MEETINGS ARE MANDATORY. THE DAY OF THE WEEK FOR THESE MEETINGS MAY BE DETERMINED BY AGREEMENT BETWEEN THE AIRPORT MANAGEMENT, THE RPR AND THE CONTRACTOR. THESE MEETINGS SHALL BE CONDUCTED BY THE RPR.
27. EACH WEEK THE CONTRACTOR SHALL SUBMIT HIS CONSTRUCTION WORK SCHEDULE TO THE ENGINEER, PROJECTING HIS UPCOMING WORK FOR THE NEXT THREE WEEKS. THE ENGINEER, AIRPORT MANAGEMENT, AIR TRAFFIC CONTROL TOWER REPRESENTATIVE AND RESIDENT PROJECT REPRESENTATIVE SHALL REVIEW THIS PLAN WEEKLY WITH THE CONTRACTOR SO THAT INVOLVED PARTIES ARE AWARE OF UPCOMING CONSTRUCTION EVENTS.
28. INTERIM PROJECT SCHEDULES SHALL BE PROVIDED ON THE FIRST OF EACH MONTH AND INCLUDE:
 - A. ORIGINAL BASELINE
 - B. UPDATE TO CURRENT CONSTRUCTION ACTIVITY.
 - C. ADJUSTED CRITICAL PATH, AND TAXIWAY SHUTDOWN DATES TO BE CLEARLY NOTED.
29. THE CONTRACTOR'S PROJECT SUPERINTENDENT SHALL PARTICIPATE IN A COORDINATION MEETING WITH AIRPORT MANAGER, CONTROL TOWER PERSONNEL, AND RPR PRIOR TO COMMENCEMENT OF EACH PHASE.
30. THE CONTRACTOR'S PROJECT SUPERINTENDENT SHALL PARTICIPATE IN A PAVING CONFERENCE TO BE HELD PRIOR TO PLACING THE TEST STRIP.
31. THE CONTRACTOR'S PROJECT SUPERINTENDENT OR OTHER SUPERVISORY PERSONNEL MUST BE ON SITE DURING ALL WORK ACTIVITIES BY EITHER THE CONTRACTOR'S PERSONNEL OR BY ANY SUB-CONTRACTOR.
32. ALL CORRESPONDENCE WITH THE AIRPORT WILL BE MADE THROUGH THE RPR. THE RPR SHALL BE THE POINT OF CONTACT FOR THE CONTRACTOR ON ALL NOTAMS OR OTHER COMMUNICATION.

CONTRACTOR'S STAGING / STORAGE AREA, STOCKPILE AREA, AND DISPOSAL AREAS:

1. STOCKPILES, STAGING / STORAGE AREAS, AND / OR DISPOSAL AREAS SHALL BE AS SHOWN IN THE PLANS, OR AS ADJUSTED IN THE FIELD AND COORDINATED WITH THE OWNER. THESE AREAS SHALL NOT CREATE ANY PONDING OF WATER OR ALTER DRAINAGE PATTERNS OF THE AIRPORT PROPERTY. IF REQUIRED THE CONTRACTOR SHALL PLACE TEMPORARY EROSION CONTROL FENCING AROUND TOPSOIL STOCKPILES TO AVOID SILTING BEYOND THE VICINITY OF THE STOCKPILE.
2. STOCKPILES, STAGING / STORAGE AREAS, AND / OR DISPOSAL AREAS WILL NOT BE PLACED WITHIN ANY WATER OF THE UNITED STATES, INCLUDING WETLANDS, WATERBODIES, AND STREAM BEDS. THESE AREAS SHALL BE CONSTRUCTED IN A MANNER TO PROHIBIT THE RUNOFF OF POLLUTANTS AND CONTROL SILT / SEDIMENT MOVEMENT. ALL WATERWAYS SHALL BE CLEARED AS SOON AS PRACTICAL OF TEMPORARY EMBANKMENTS, TEMPORARY BRIDGES, MATTING, FALSEWORK, PILING, DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING CONSTRUCTION OPERATIONS THAT ARE NOT PART OF THE FINISHED WORK.
3. ACCESS TO THE JOB SITE SHALL BE AS SHOWN IN THE PLANS, OR AS ADJUSTED IN THE FIELD AND COORDINATED WITH THE OWNER AND THE OWNER.
4. ALL WASTE AND / OR SPOIL MATERIALS SHALL BE DISPOSED OF OFF AIRPORT PROPERTY BY THE CONTRACTOR IN A LICENSED LANDFILL, UNLESS OTHERWISE NOTED.

UTILITIES:

1. THE CONTRACTOR SHALL ANTICIPATE ALL UNDERGROUND OBSTRUCTIONS SUCH AS, BUT NOT LIMITED TO, WATER MAINS, GAS LINES, STORM AND SANITARY SEWERS, TELEPHONE, ELECTRIC LIGHT, OR POWER DUCTS, CONCRETE, AND DEBRIS. ANY SUCH LINES OR OBSTRUCTIONS INDICATED IN THE PLANS SHOW ONLY THE APPROXIMATE LOCATIONS AND SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. THE OWNER AND ENGINEER HAVE ENDEAVORED IN THESE PLANS TO FAMILIARIZE THE CONTRACTOR WITH ALL KNOWN UTILITIES AND OBSTRUCTIONS, BUT THIS SHALL NOT RELIEVE THE CONTRACTOR FROM FULL RESPONSIBILITY IN ANTICIPATING ALL UNDERGROUND OBSTRUCTIONS, WHETHER OR NOT SHOWN IN THE PLANS.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES INVOLVED TO HAVE THEIR UTILITIES LOCATED AND MARKED IN THE FIELD. ALL UNDERGROUND UTILITIES SHALL THEN BE UNCOVERED BY THE CONTRACTOR TO VERIFY LOCATION AND ELEVATION PRIOR TO COMMENCING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY OWNER IF A UTILITY INSPECTOR MUST BE ON SITE WHEN LOCATING OR EXCAVATING NEAR UTILITIES. THIS SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS OF THE PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING UP HIS OWN WATER SOURCES WITH THE CITY. ALL CONSTRUCTION WATER WILL BE METERED BY THE CITY-OWNED METERS AND ONLY THOSE METERS. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYING ALL RELATED FEES TO THE CITY.
4. AT HIS OWN EXPENSE, THE CONTRACTOR SHALL MAINTAIN IN PROPER WORKING ORDER AND WITHOUT INTERRUPTION OF SERVICE ALL EXISTING UTILITIES AND SERVICES WHICH MAY BE ENCOUNTERED IN THE WORK. WITH THE CONSENT OF THE UTILITY OWNER, SUCH SERVICE CONNECTIONS MAY BE TEMPORARILY INTERRUPTED TO PERMIT THE CONTRACTOR TO REMOVE DESIGNATED LINES OR TO MAKE TEMPORARY CHANGES IN THE LOCATIONS OF SERVICES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING INSPECTIONS, AS NECESSARY, OF ANY UTILITY WORK BY THE UTILITY OWNER THROUGHOUT THE PROJECT.

ENVIRONMENTAL NOTES:

1. IN THE EVENT THAT UNANTICIPATED ARCHEOLOGICAL DEPOSITS ARE ENCOUNTERED DURING CONSTRUCTION, WORK IN THE IMMEDIATE AREA WILL CEASE AND THE OWNER WILL CONTACT PROFESSIONAL ARCHEOLOGISTS TO INITIATE POST-REVIEW/ DISCOVERY PROCEDURES UNDER THE PROVISIONS OF 36 CFR 800.13.
2. IN THE EVENT THAT UNANTICIPATED HAZARDOUS MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, WORK IN THE IMMEDIATE AREA WILL CEASE, AND THE OWNER SHALL BE NOTIFIED.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND RESTRICTIONS FOR SERVICING AND MAINTAINING EQUIPMENT AND DISPOSAL OF USED LUBRICANTS, ETC.
4. ANY HAZARDOUS WASTE SPILLS SHALL BE IMMEDIATELY REPORTED TO THE OWNER.

5. THE FEDERAL MIGRATORY BIRD TREATY ACT (MBTA) (16 USC §703-711), 50 CFR 10, AND FISH AND GAME CODE §3503 §3513, AND §3800, PROTECT MIGRATORY AND NON-GAME BIRDS, THEIR OCCUPIED NESTS, AND THEIR EGGS. IN THE EVENT THAT MIGRATORY BIRDS ARE ENCOUNTERED ONSITE DURING PROJECT CONSTRUCTION FROM FEBRUARY 15 TO OCTOBER 1, THE CONTRACTOR MUST TAKE REASONABLE CARE TO AVOID IMPACTS TO PROTECTED BIRDS, THEIR OCCUPIED NESTS, AND THEIR EGGS. WHEN MIGRATORY BIRD NESTS ARE DISCOVERED THAT MAY BE ADVERSELY AFFECTED BY CONSTRUCTION ACTIVITIES, OR WHEN A BIRD IS FOUND INJURED OR KILLED AS A RESULT OF CONSTRUCTION ACTIVITY, IMMEDIATELY STOP WORK WITHIN 50 FEET OF THE NEST OR BIRD AND NOTIFY THE OWNER.
- A. IF THERE IS A BURROWING OWL ON THE NEST, AND THAT OWL DOES NOT LEAVE THE NEST WHEN APPROACHED, ASSUME THERE ARE EGGS OR CHICKS IN THE HOLE REGARDLESS OF THE TIME OF YEAR. NO WORK MAY OCCUR WITHIN 100 FEET OF AN ACTIVE NEST. THE ACTIVE NEST(S) MUST BE PROTECTED BY ORANGE MESH SAFETY FENCING.

DEMOBILIZATION NOTES:

1. CONDITIONS OF THE PROJECT AREA AND SURROUNDING AREAS UPON COMPLETION OF THE JOB SHALL BE AS GOOD AS OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK, IN ADDITION TO THE WORK ITEMS LISTED.
2. THE PROJECT SHALL BE FREE OF ANY CONTRACTOR STOCKPILE MATERIALS UPON COMPLETION OF THE JOB, UNLESS OTHERWISE DIRECTED BY THE OWNER.
3. UPON COMPLETION OF THE PROJECT, ALL HAUL ROUTES SHALL BE PROPERLY CLEANED TO PREVENT OBSTRUCTION AND / OR CAUSE INCONVENIENCE TO NORMAL REGULAR TRAFFIC. ALL TEMPORARY HAUL ROUTES SHALL BE REMOVED.
4. ALL CONSTRUCTION EQUIPMENT AND ANY FACILITIES TEMPORARILY PLACED ON SITE FOR THE PROJECT SHALL BE REMOVED FROM THE SITE.
5. ANY PROPERTIES BELONGING TO THE OWNER SHALL BE RETURNED TO THE OWNER.
6. PROPER DRAINAGE (NO LOCALIZED PONDING) SHALL BE MAINTAINED, PRIOR TO, DURING, AND AFTER MOBILIZATION / DEMOBILIZATION.
7. DEMOBILIZATION SHALL BE COMPLETED TO THE SATISFACTION OF THE OWNER AND SHALL BE COMPLETED IN A MANNER THAT WILL MINIMIZE INCONVENIENCE TO AIRPORT OPERATIONS. ANY DAMAGE TO THE AIRPORT FACILITIES DURING DEMOBILIZATION SHALL BE REPAIRED AND PAID FOR AT THE CONTRACTOR'S EXPENSE.
8. THE CONTRACTOR SHALL VIDEO AND / OR PHOTOGRAPH THE ENTIRE WORK AREA AND SURROUNDING AREAS AFTER COMPLETION OF ALL PROJECT CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE COPY OF EACH OF THE PICTURE(S) AND / OR VIDEO(S) TAKEN.

SUMMARY OF QUANTITIES					
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable					
Item	Spec.			Estimated	Actual
No.	No.	Description	Units	Quantity	Quantity
1.01	C-105	Mobilization	LS	1	
1.02	KSA-105-3.1	Barricades for Pavement Closures	LS	1	
1.03	KSA-105-3.2	Preparation of Safety Plan Compliance Document	LS	1	
1.04	L-108-5.2	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Existing Conduit	LF	24,000	
1.05	L-108-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,200	
1.06	L-108-5.5	Removal of Existing L-824 Cable	LS	24,000	
1.07	L-110-5.1	Install Non-Encased Electrical Duct, One each 2-inch	LF	600	
1.08	L-125-5.1	Remove Existing L-861T(L) and L-830	LS	230	
1.09	L-125-5.2	Install New L-861T(L) and L-830	EA	230	
1.10	L-125-5.3	Replace Existing Lumacurve One Module Sign Electronics and L-830	EA	2	
1.11	L-125-5.4	Replace Existing Lumacurve Two Module Sign Electronics and L-830	EA	11	
1.12	L-125-5.5	Replace Existing Lumacurve Three Module Sign Electronics and L-830	EA	14	

[illegible]

PROJECT NOTES AND SUMMARY OF QUANTITIES

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT OKLAHOMA

DURANT REGIONAL AIRPORT TAXIWAY ELECTRICAL IMPROVEMENTS DURANT, OKLAHOMA

PROJECT NAME:

DRAWN BY:	
JB	
DESIGNED BY:	
AM	
LATEST REVISION:	
5/31/2022	
KSA JOB NO.:	
101061	



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SEAL:
CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

G02

\\KSA-NET\GATEWAY\PROJECTS\101061008\CAD\30 SHEETS\02 CIVIL\191061-GI-CSPP.DWG [CONTRUCTION SAFETY PHASING PLAN II] 5/31/2022 - 1:31 PM : LAST SAVED BY: JBCSTOCK

The Airport staff may permanently prohibit any Contractor personnel acting in violation of airport rules and regulation from entering or working on airport property.

XIII. SPECIAL CONDITIONS

A. Airport Emergencies

1. Contractor shall monitor any weather conditions, aircraft emergencies, unexpected emergencies and other elements that may cause safety on the project to be jeopardized.

2. Airport staff will immediately clear all construction personnel of all runways and approach areas upon monitoring a distress call.

3. If an aircraft accident occurs, all construction personnel will immediately vacate the Air Operations Area until Airport Staff provides permission to resume access to the work area.

XIV. RUNWAY AND TAXIWAY VISUAL AIDS

All stages of construction requiring closure of airfield pavement shall be clearly delineated by low profile barricades, secured in place to prevent movement.

XV. MARKING AND SIGNS FOR ACCESS ROUTES

The haul route shall be marked with signage as necessary to prevent vehicles from straying from the route. No temporary roadway markings will be required. Haul routes and other activities on the airport by the Contractor and Subcontractors shall be coordinated with and approved in advance by the Airport staff. Temporary traffic signs to delineate the haul route shall meet the MUTCD standards, including but not limited to the frangible and height requirements. The haul route is illustrated in the construction drawings.

XVI. HAZARD MARKING AND LIGHTING

A. Barricades

Barricades shall be used to prevent aircraft from entering closed areas and to prevent construction personnel from entering areas open to aircraft. In addition, hazard markings and lighting shall be provided to identify open areas (manholes, trenches, open excavations, etc.) and stockpiled material. Barricades shall be low profile, spaced no greater than 4' apart, weighted to prevent movement and lighted with red lights.

B. Nighttime Illumination

Should the contractor decide to work during nighttime hours, a lighting plan shall be submitted and approved prior to beginning nighttime work. Proposed lighting shall illuminate the work area sufficiently to complete the work accurately and per the contract documents. In addition, all lighting shall be aimed at the work area and not interfere with aircraft operations.

XVII. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

A. Runway Safety Area (RSA)

No construction activities or material stockpile shall occur within an active RSA. The RSA for Runway 18-36 is 300 ft. wide.

B. Runway Object Free Area (ROFA)

No material stockpile shall occur within an active ROFA. The ROFA is 800 ft.

C. Taxiway Object Free Area (TOFA)

Durant Regional Airport
Taxiway Lighting Replacement
Construction Safety and Phasing Plan

7

No construction activities or material stockpile shall occur within an active TOFA. The Taxiway OFA width is 131 feet.

D. Obstacle Free Zone (OFZ)

No construction activities or material stockpile shall penetrate the OFZ.

E. Runway approach/departure surface

No construction activities or material stockpile shall penetrate the approach/departure surface.

F. Open Trenches

No open trenches will be permitted within an open RSA or TSA. The Contractor shall prominently mark any open trench or excavation at the construction site with lighted barricades.

XVIII. OTHER LIMITATIONS ON CONSTRUCTION

A. Prohibitions

1. The use of equipment over 15 feet is prohibited unless the Contractor submits a 7460-1 determination letter.

2. The use of open flames is not allowed without approval of the owner.

3. The use of explosives is prohibited.

B. Restrictions

1. Any construction suspension required during specific airport operations will be coordinated by the Engineer, Owner, and Contractor during construction.

2. Seasonal construction restrictions will be coordinated by the Engineer, Owner, and the Contractor during construction.

Durant Regional Airport
Taxiway Lighting Replacement
Construction Safety and Phasing Plan

8



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G04

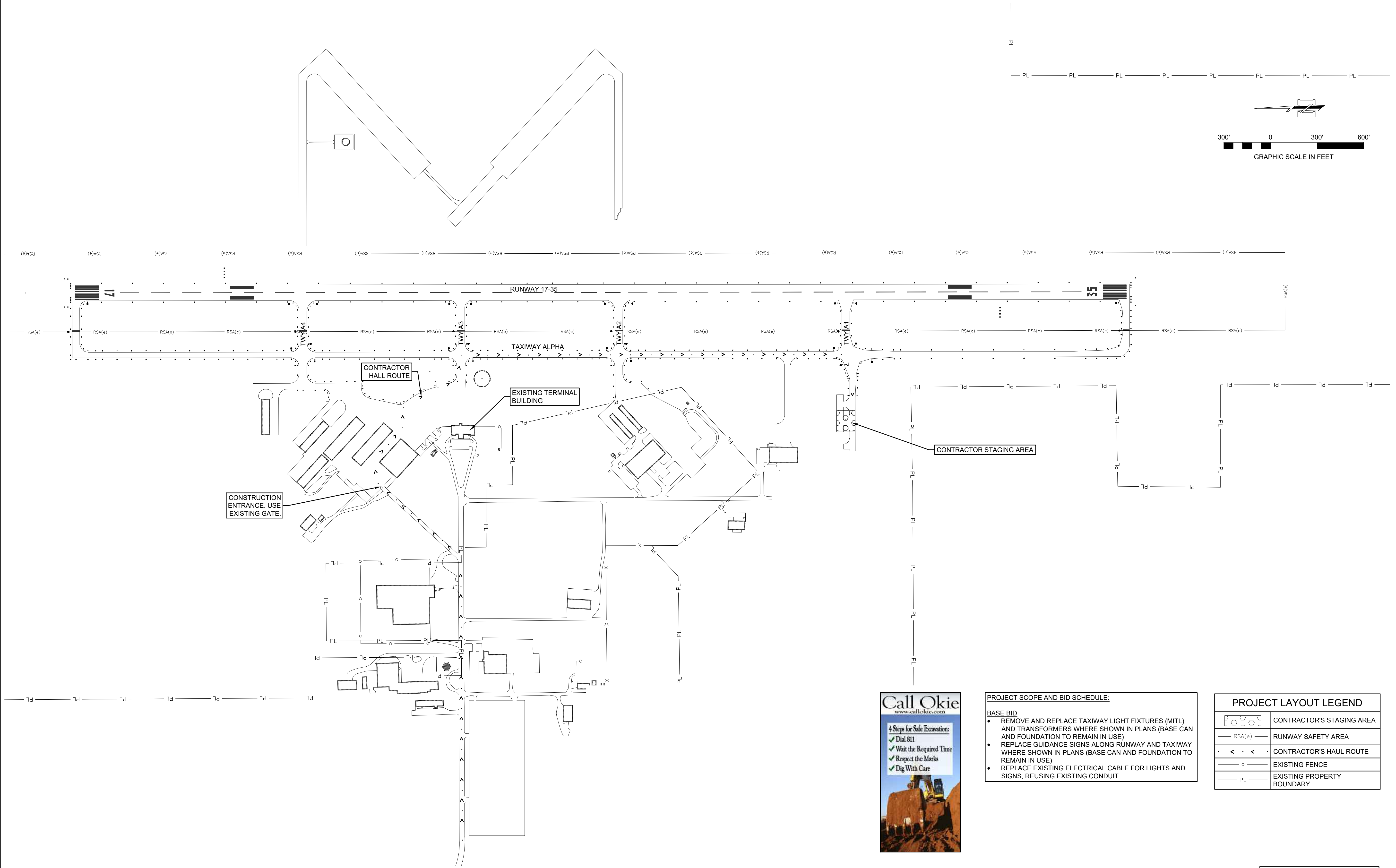
DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

CONTRUCTION SAFETY
PHASING PLAN II

MARK	REVISION	DATE

PROJECT NAME: PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

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PROJECT SCOPE AND BID SCHEDULE:

BASE BID

- REMOVE AND REPLACE TAXIWAY LIGHT FIXTURES (MITL) AND TRANSFORMERS WHERE SHOWN IN PLANS (BASE CAN AND FOUNDATION TO REMAIN IN USE)
- REPLACE GUIDANCE SIGNS ALONG RUNWAY AND TAXIWAY WHERE SHOWN IN PLANS (BASE CAN AND FOUNDATION TO REMAIN IN USE)
- REPLACE EXISTING ELECTRICAL CABLE FOR LIGHTS AND SIGNS, REUSING EXISTING CONDUIT

PROJECT LAYOUT LEGEND	
	CONTRACTOR'S STAGING AREA
	RUNWAY SAFETY AREA
	CONTRACTOR'S HAUL ROUTE
	EXISTING FENCE
	EXISTING PROPERTY BOUNDARY

NOTE:
CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES PRIOR TO ANY EXCAVATION TAKING PLACE.



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C01

**DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA**

DRAWN BY:	JB
DESIGNED BY:	AM
LATEST REVISION:	5/31/2022
KSA JOB NO.:	101061

PROJECT LAYOUT

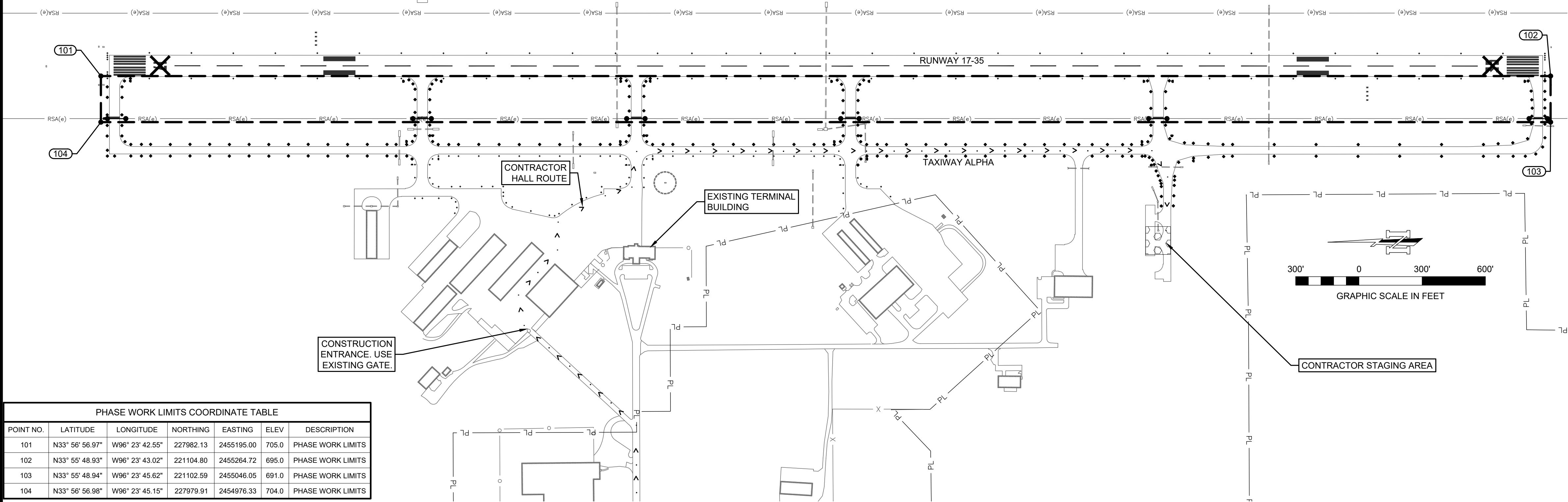
MARK	REVISION	DATE

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

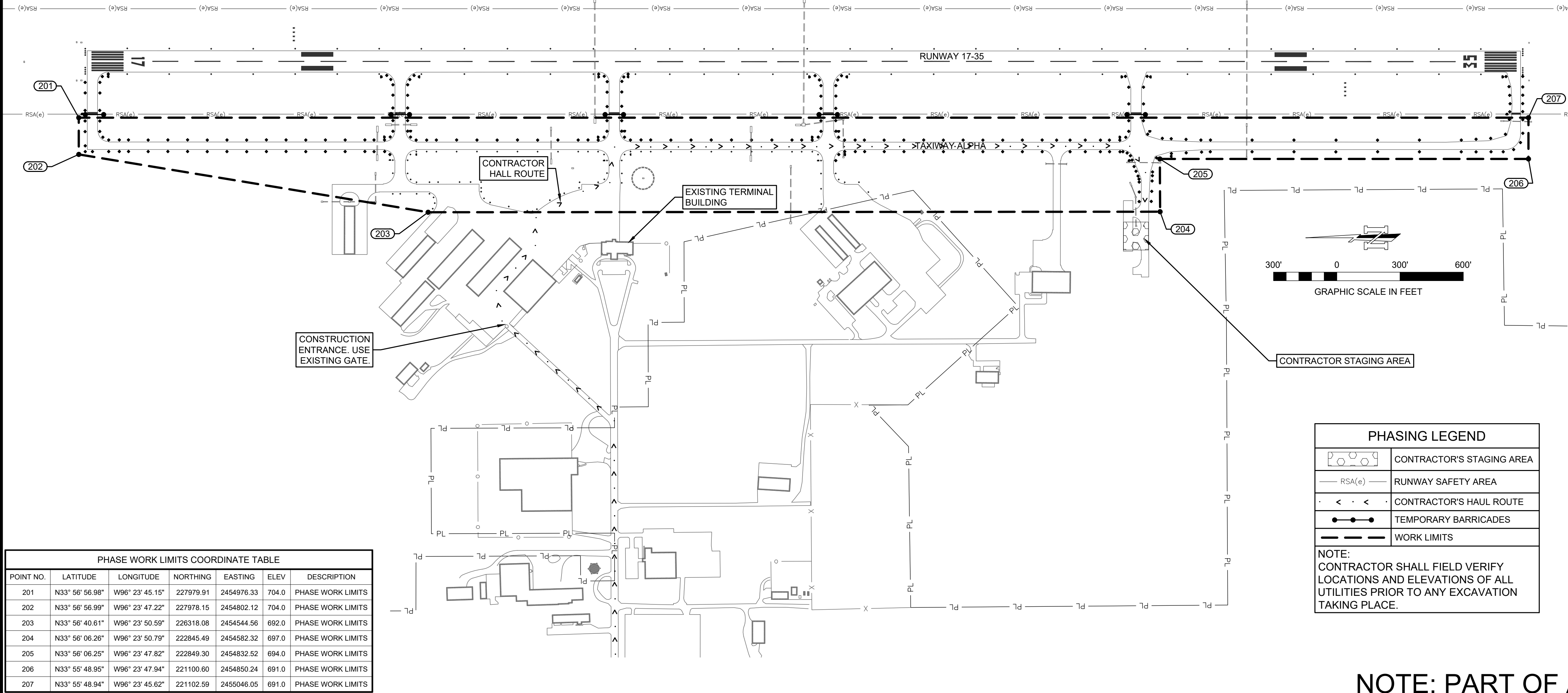
SHEET NAME:

PROJECT NAME:

PHASE 1



PHASE 2



NOTE: PART OF A MULTIPHASE PROJECT

PHASING PLANS
- PHASE 1 AND 2

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

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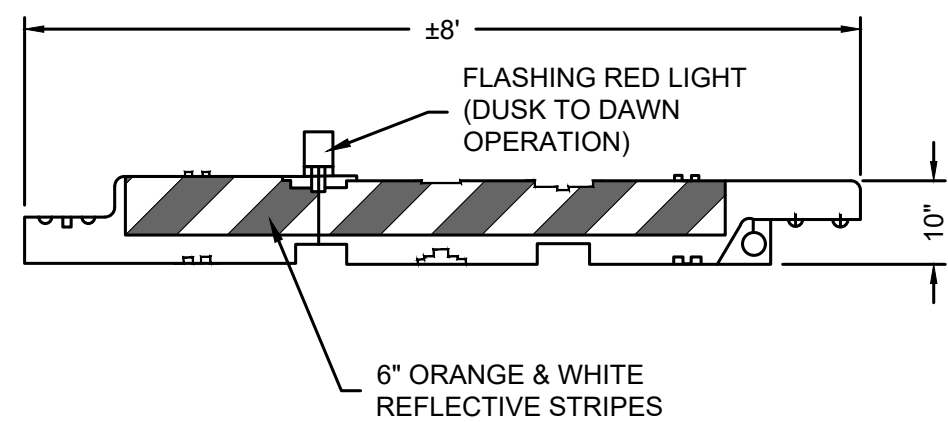
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CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

C02

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

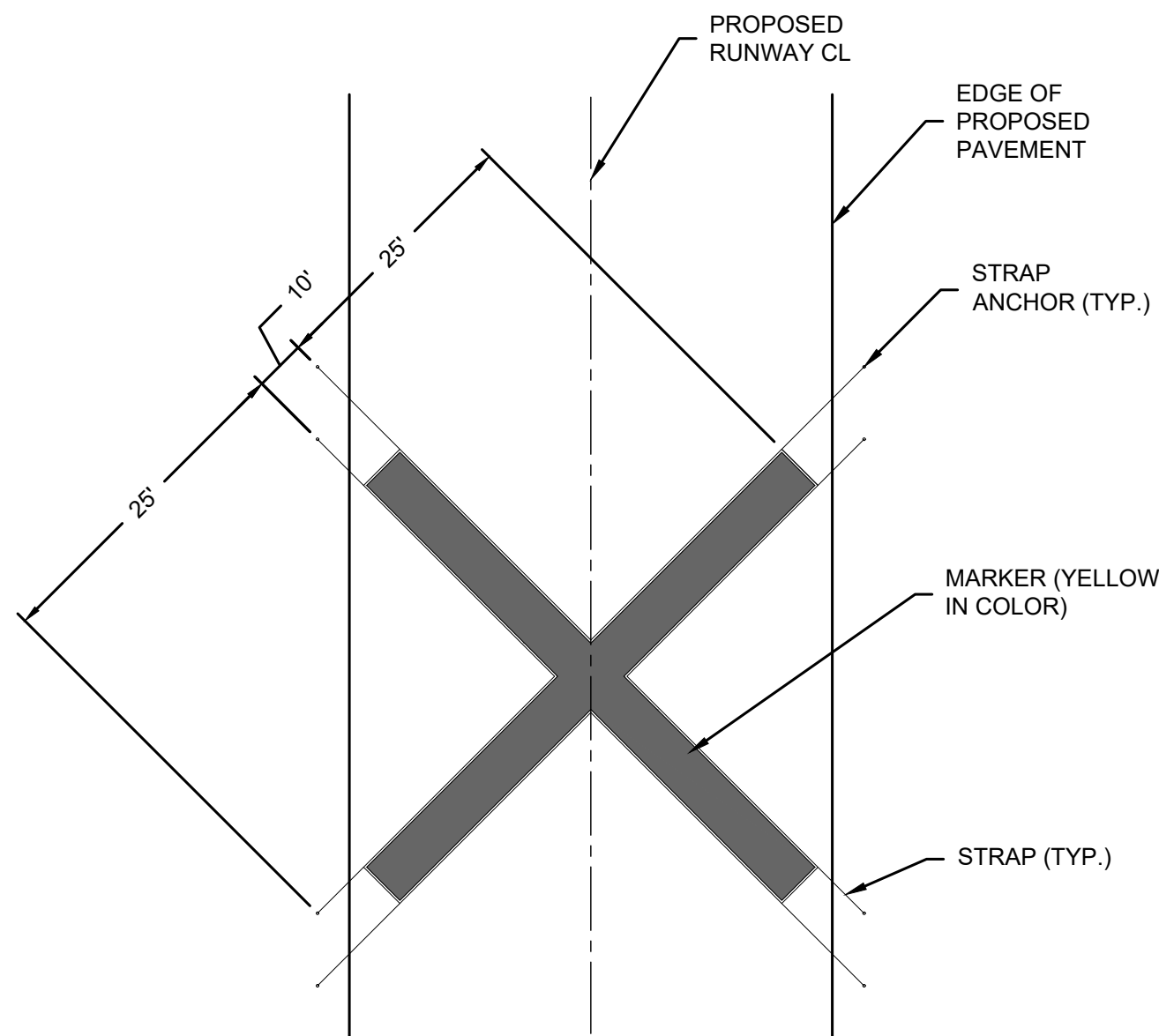
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PROJECT NAME:



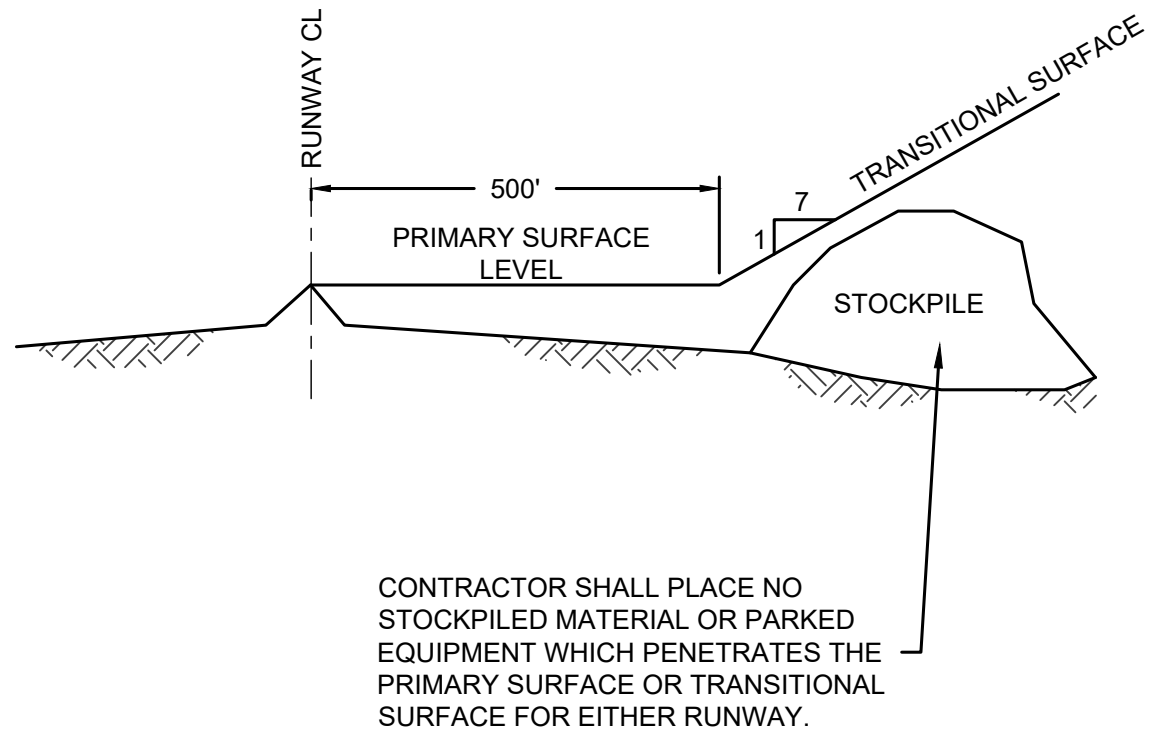
1 TEMPORARY WATER FILLED LOW-PROFILE BARRICADE

- NOTES:**
1. LIGHTED BARRICADES SHALL BE PROVIDED, INSTALLED, AND MAINTAINED BY CONTRACTOR.
 2. BARRICADE LIGHTING SHALL BE SPACED NOT TO EXCEED 20' ON CENTER AND SPACING BETWEEN BARRICADES NOT EXCEEDING 10'.
 3. BARRICADES SHALL BE REQUIRED AROUND ALL EXCAVATIONS WHICH EXCEED 3" IN DEPTH BELOW ADJACENT PAVEMENT AND IN LOCATIONS SHOWN.
 4. CONTRACTOR SHALL CHECK LAYOUT AND LIGHTS EACH DAY TO ENSURE BARRICADES ARE FUNCTIONING CORRECTLY.
 5. OTHER METHODS FOR PROVIDING PAVEMENT BARRICADES MAY BE ACCEPTABLE, IF APPROVED BY ENGINEER. ALTERNATE METHODS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO USE.

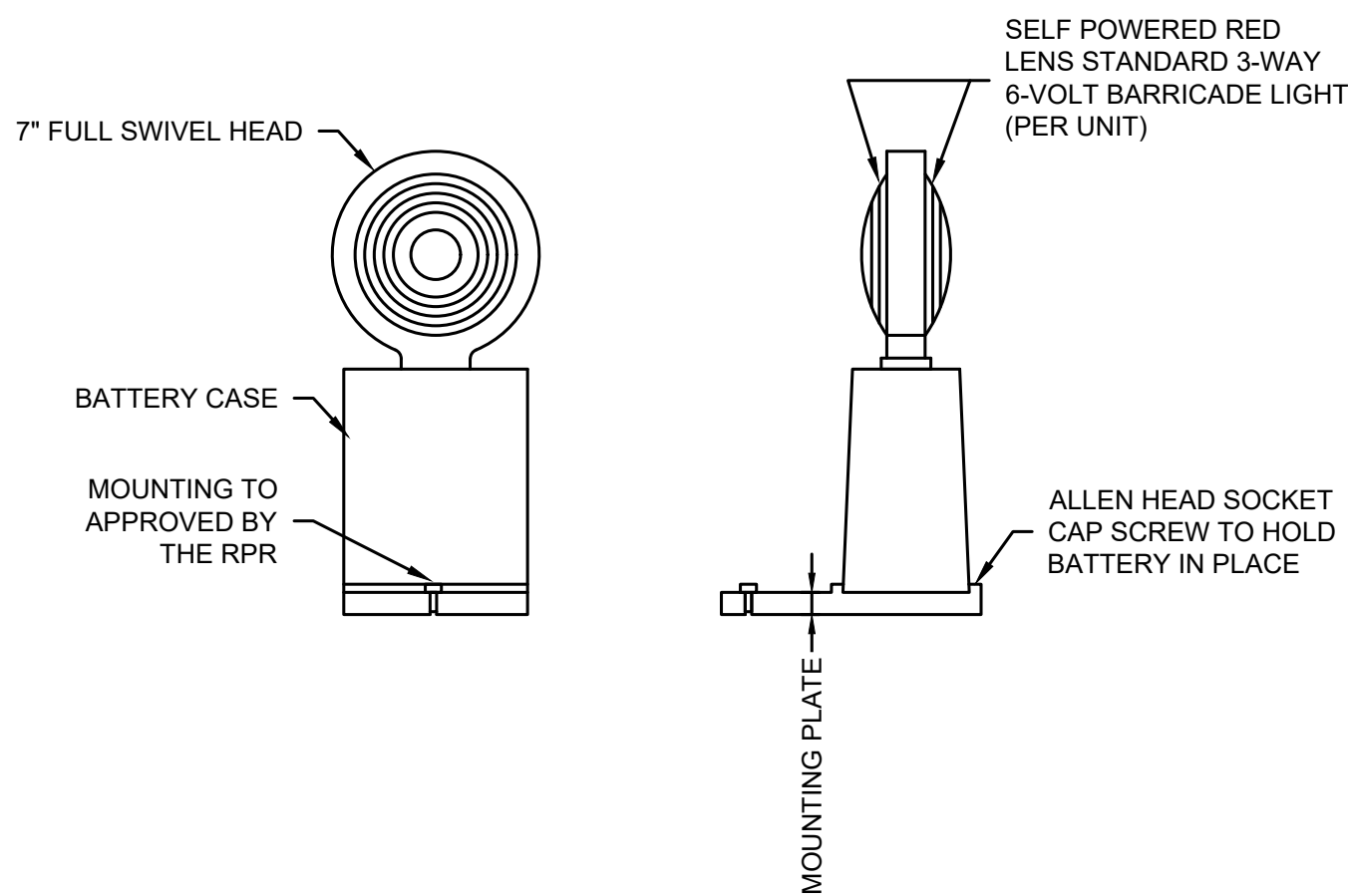


2 TEMPORARY STRAP-DOWN RUNWAY CLOSURE MARKER

- GENERAL NOTES:**
1. PLACE CLOSED RUNWAY MARKINGS DIRECTLY ON RUNWAY AS SHOWN ON THE PHASING PLAN.
 2. CONSTRUCT AND MAINTAIN AS INSTRUCTED BY THE ENGINEER. VERIFY DAILY THAT MARKINGS ARE IN SATISFACTORY CONDITION.
 3. CLOSED RUNWAY MARKINGS WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
 4. THE CONTRACTOR SHALL PROMPTLY REMOVE MARKINGS WHEN THE RUNWAY IS OPENED TO AIRCRAFT TRAFFIC, OR WHEN SO INSTRUCTED BY THE ENGINEER.

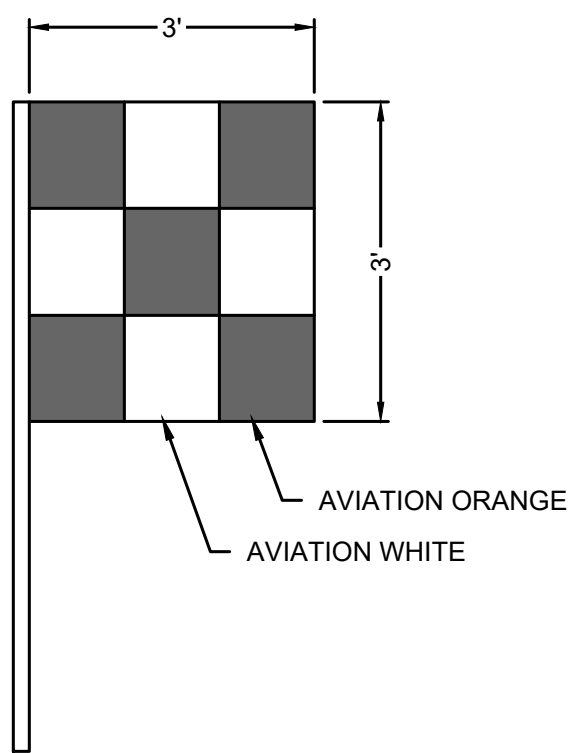


3 PART 77 PRIMARY AND TRANSITIONAL SURFACES (X-SEC.)



4 **RED BARRICADE**
LIGHT DETAIL
N.T.S.

- NOTES:
1. LIGHTS SHALL BE FLASHING RED FROM DUSK TO DAWN OPERATION.



5 VEHICLE FLAG DETAIL

- NOTES:**
1. VEHICLE FLAGGING REQUIRED FOR THE OBJECTS SUCH AS BULLDOZERS, SCRAPERS, FRONT END LOADERS, EXCAVATORS, CRANES, CONCRETE PUMP BOOMS, ETC.
 2. VEHICLE FLAGGING NOT REQUIRED FOR CONSTRUCTION EQUIPMENT SUCH AS PICKUP TRUCKS, DUMP TRUCKS, CONCRETE TRUCKS, ETC., IF THEY ARE EQUIPPED WITH ORANGE FLASHING LIGHTS PER FAA AC150/5370-2G.

SPACE NOT USED

SPACE NOT USED

SPACE NOT USED

[illegible]

PHASING AND SAFETY DETAILS

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

DRAWN BY:	
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KSA JOB NO.:	
101061	



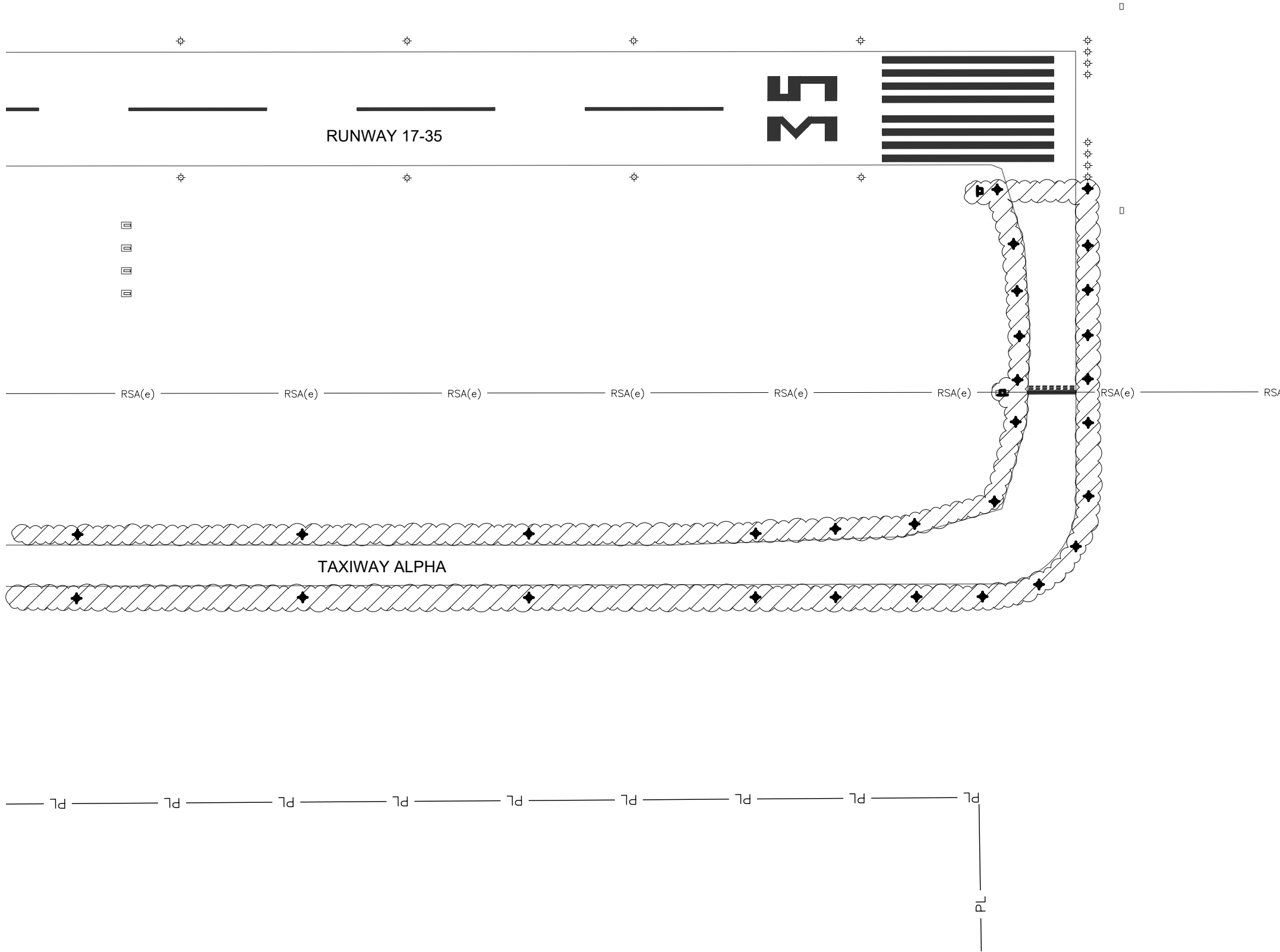
2720 Washington Drive, Suite 120
Norman, Oklahoma 73069
T. 405-233-3676 F. 888-224-9418
www.ksaeng.com

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SEAL:
CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

C03

\\KSA-NET\GATEWAY\PROJECTS\101061\008 CAD\30 SHEETS\02 CIVIL\101061-C-L-DEMO.DWG | DEMOLITION PLAN II | 5/31/2022 - 1:32 PM - LAST SAVED BY: JEDSTOCK



DEMOLITION LEGEND	
	REPLACE EXISTING MITL FIXTURES AND TRANSFORMERS, GUIDANCE SIGN ELECTRONICS, AND CABLING (FOUNDATIONS, BASE CANS, COUNTERPOISE, CONDUIT, SIGN HOUSING, AND PANELS SHALL REMAIN IN PLACE)
	REPLACE CABLING ONLY (SIGNS, LIGHTS, COUNTERPOISE, LIGHT FIXTURES, TRANSFORMERS, AND CONDUIT SHALL REMAIN IN PLACE)
	RUNWAY SAFETY AREA
	EXISTING FENCE
	EXISTING PROPERTY BOUNDARY

NOTE:
CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES PRIOR TO ANY EXCAVATION TAKING PLACE, INCLUDING LOCATION OF THE EXISTING ELECTRICAL CABLING.





2720 Washington Drive, Suite 120
Norman, Oklahoma 73069
T: 405-233-3676 F: 888-224-9418
www.ksaeng.com

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SEAL:
CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-302

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

DRAWN BY:
JB
DESIGNED BY:
AM
LATEST REVISION:
5/31/2022
KSA JOB NO.:
101061

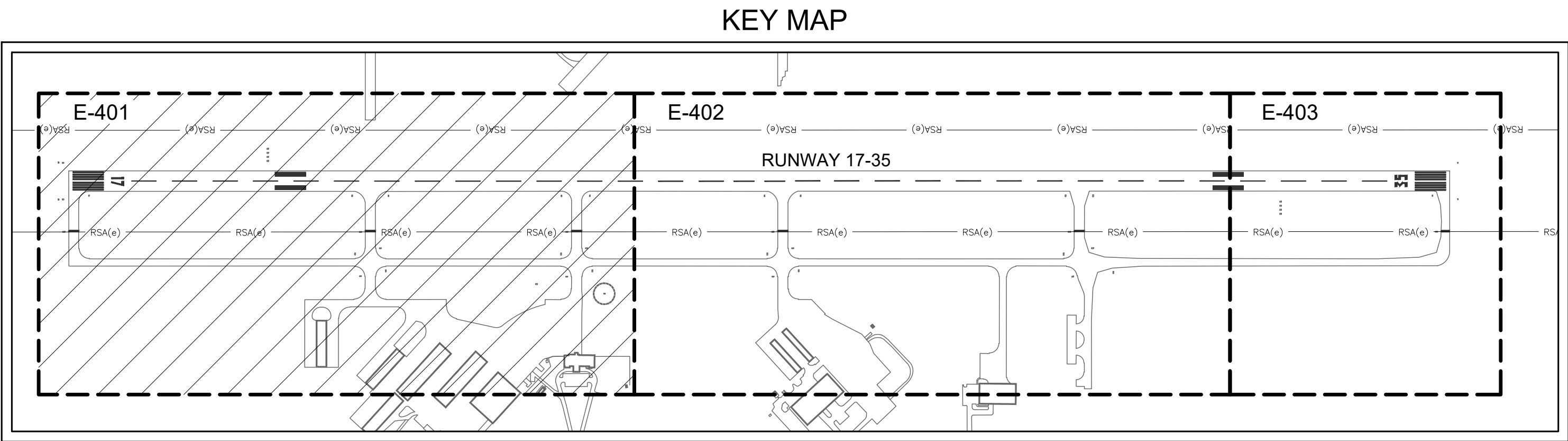
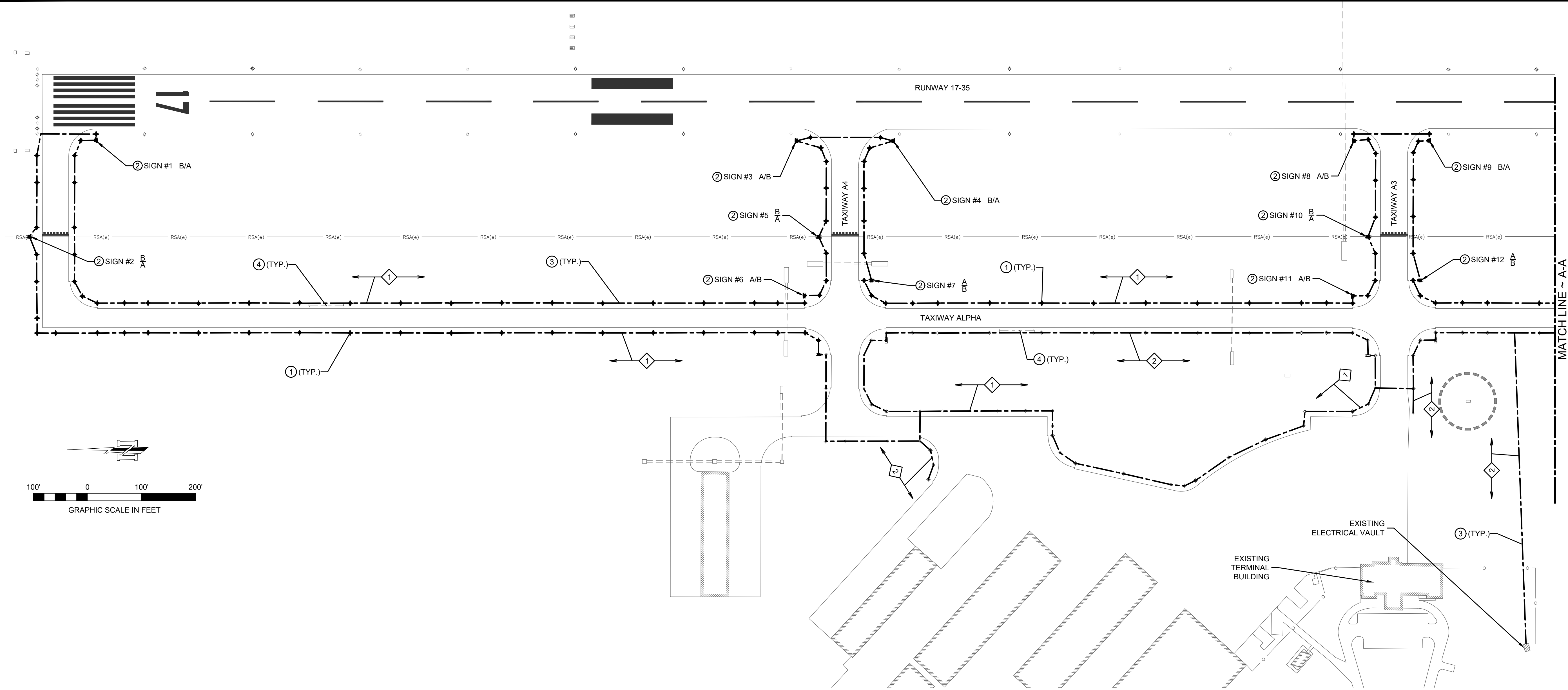
DEMOLITION PLAN II

PROJECT NAME:
SHEET NAME:

MARK	REVISION	DATE

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

\\KSA-NET\GATEWAY\PROJECTS\101061008 CAD\30 SHEETS\03 ELECTRICAL\101061-E-LO-SITE.DWG | PROPOSED ELECTRICAL LAYOUT PLAN I | 5/31/2022 - 1:33 PM. LAST SAVED BY: JBOSTOCK



CONDUIT SCHEDULE	
①	1#8 AWG (5KV), EXISTING CONDUIT
②	2#8 AWG (5KV), EXISTING CONDUIT

LEGEND	
	LIMITS OF WORK AREA
	CENTERLINE OF EXISTING ELECTRICAL DUCTBANK
	CENTERLINE OF PROPOSED ELECTRICAL CABLE REPLACEMENT (CONDUIT TO REMAIN)
	CENTERLINE OF EXISTING COUNTERPOISE
	EXISTING MRL/MITL TO REMAIN
	PROPOSED MRL/MITL FIXTURE TO BE REPLACED
	EXISTING GUIDANCE SIGN TO REMAIN
	EXISTING GUIDANCE SIGN ELECTRONICS TO BE REPLACED

KEYED NOTES:

- ① INSTALL NEW MITL WHERE SHOWN ABOVE. LIGHT FIXTURE AND TRANSFORMER FOR EACH BASE CAN SHALL BE REPLACED. EXISTING BASE CAN AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
- ② INSTALL NEW GUIDANCE SIGN ELECTRONICS WHERE SHOWN ABOVE. EXISTING BASE CAN, SIGN HOUSING, SIGN PANELS, AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
- ③ INSTALL NEW CABLE ALONG THE ENTIRETY OF THE TAXIWAY CIRCUIT BACK TO THE ELECTRICAL VAULT. THIS WILL INCLUDE CABLE FOR REPLACED LIGHTS/SIGNS AND EXISTING LIGHTS/SIGNS THAT WILL REMAIN. EXISTING CONDUIT WILL REMAIN IN PLACE AND BE REUSED. SWAB AND CLEAN PRIOR TO CABLE INSTALLATION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING CONDUIT/CABLE PRIOR TO ANY EXCAVATION
- ④ EXISTING COUNTERPOISE WILL REMAIN IN PLACE AND BE REUSED.

REVISION	MARK	DATE

PROPOSED ELECTRICAL LAYOUT PLAN I

DURANT REGIONAL AIRPORT TAXIWAY ELECTRICAL IMPROVEMENTS DURANT, OKLAHOMA

DRAWN BY:	JB
DESIGNED BY:	AM
LATEST REVISION:	5/31/2022
KSA JOB NO.:	101061



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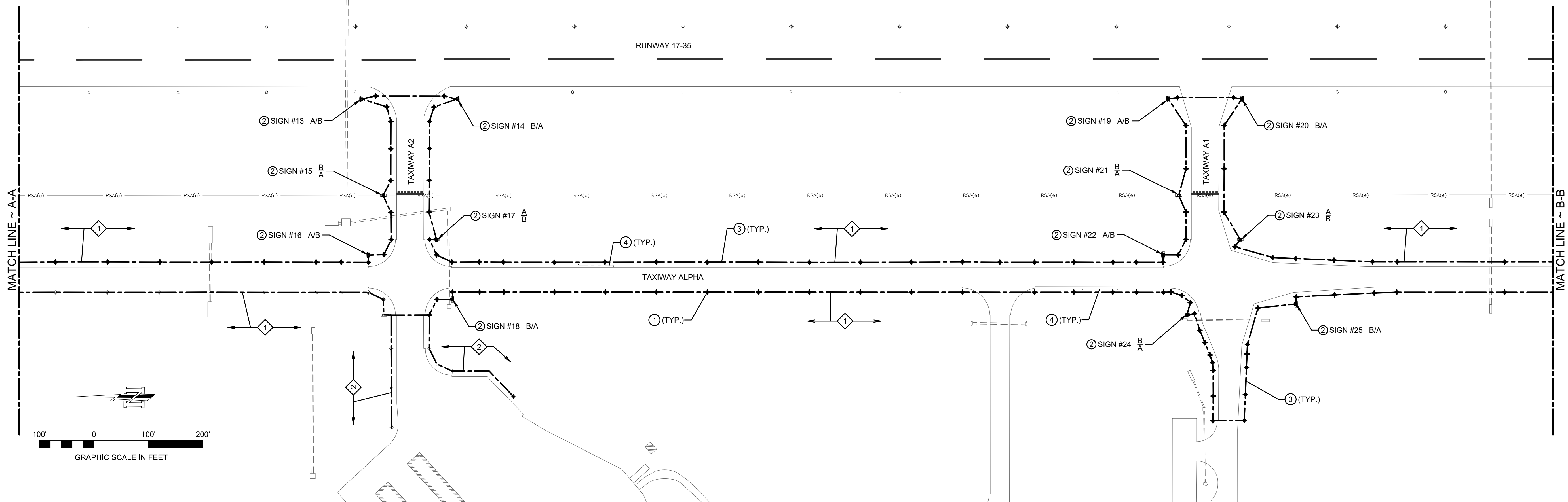
SEAL:
CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-401

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

SHEET NAME:

PROJECT NAME:



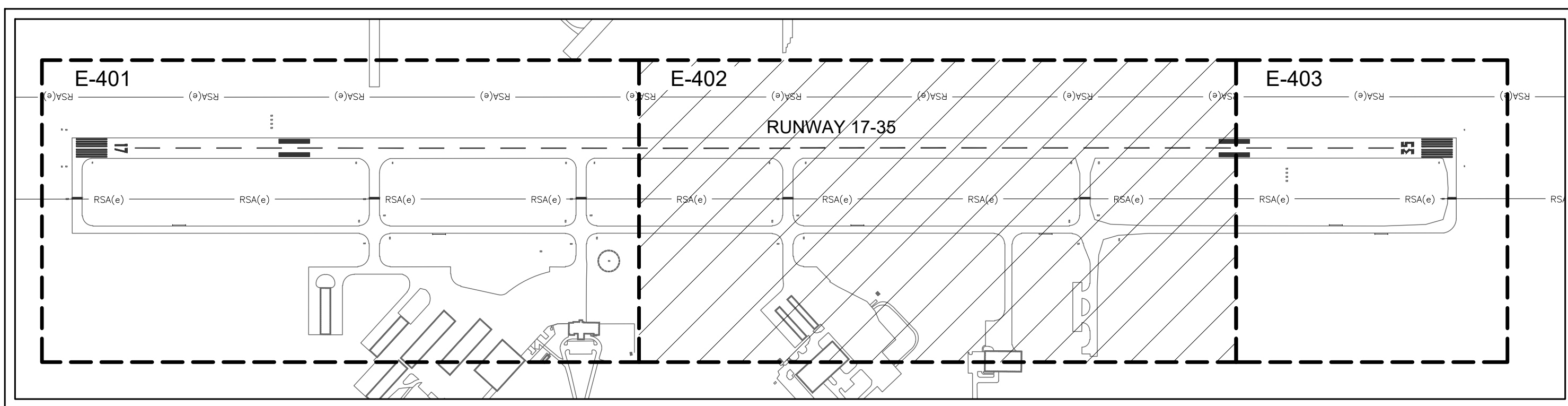
CONDUIT SCHEDULE	
1	1#8 AWG (5KV), EXISTING CONDUIT
2	2#8 AWG (5KV), EXISTING CONDUIT

LEGEND	
	LIMITS OF WORK AREA
	CENTERLINE OF EXISTING ELECTRICAL DUCT/BANK
	CENTERLINE OF PROPOSED ELECTRICAL CABLE REPLACEMENT (CONDUIT TO REMAIN)
	CENTERLINE OF EXISTING COUNTERPOISE
	EXISTING MIRL/MITL TO REMAIN
	PROPOSED MIRL/MITL FIXTURE TO BE REPLACED
	EXISTING GUIDANCE SIGN TO REMAIN
	EXISTING GUIDANCE SIGN ELECTRONICS TO BE REPLACED

KEYED NOTES:

- ① INSTALL NEW MITL WHERE SHOWN ABOVE. LIGHT FIXTURE AND TRANSFORMER FOR EACH BASE CAN SHALL BE REPLACED. EXISTING BASE CAN AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
- ② INSTALL NEW GUIDANCE SIGN ELECTRONICS WHERE SHOWN ABOVE. EXISTING BASE CAN, SIGN HOUSING, SIGN PANELS, AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
- ③ INSTALL NEW CABLE ALONG THE ENTIRETY OF THE TAXIWAY CIRCUIT BACK TO THE ELECTRICAL VAULT. THIS WILL INCLUDE CABLE FOR REPLACED LIGHTS/SIGNS AND EXISTING LIGHTS/SIGNS THAT WILL REMAIN. EXISTING CONDUIT WILL REMAIN IN PLACE AND BE REUSED. SWAB AND CLEAN PRIOR TO CABLE INSTALLATION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING CONDUIT/CABLE PRIOR TO ANY EXCAVATION
- ④ EXISTING COUNTERPOISE WILL REMAIN IN PLACE AND BE REUSED.

KEY MAP



PROPOSED ELECTRICAL LAYOUT PLAN II

DURANT REGIONAL AIRPORT TAXIWAY ELECTRICAL IMPROVEMENTS DURANT, OKLAHOMA

DRAWN BY:	
JB	
DESIGNED BY:	
AM	
LATEST REVISION:	
5/31/2022	
KSA JOB NO.:	
101061	



KS
2720 Washington Drive, Suite 120
Overland Park, KS 66204
T: 405-233-3676 F: 888-224-9418
www.ksaeng.com

SEAL:
CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-402

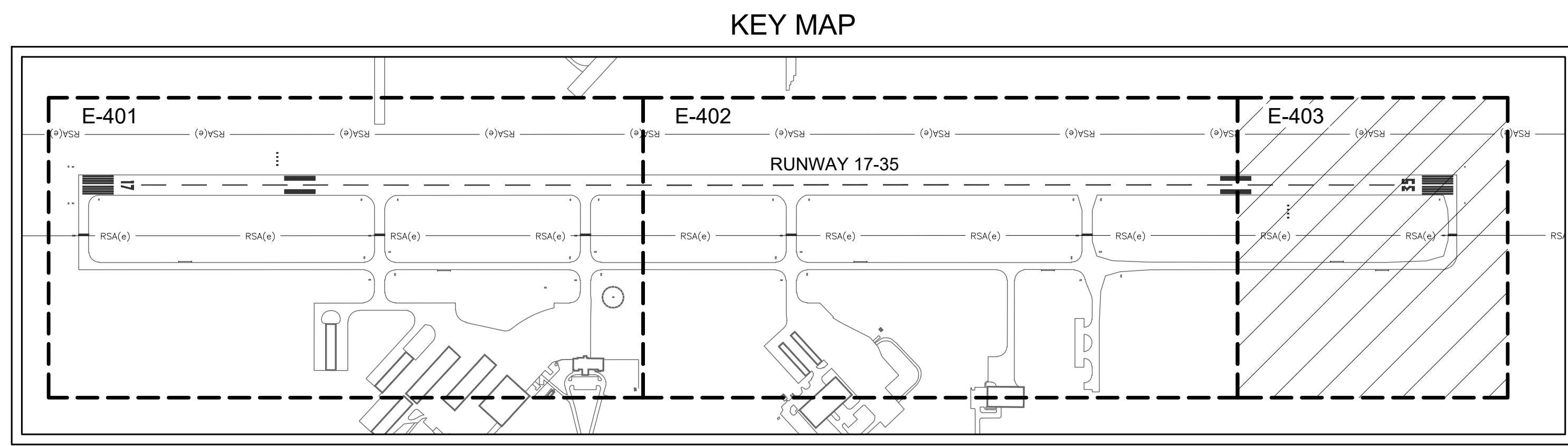
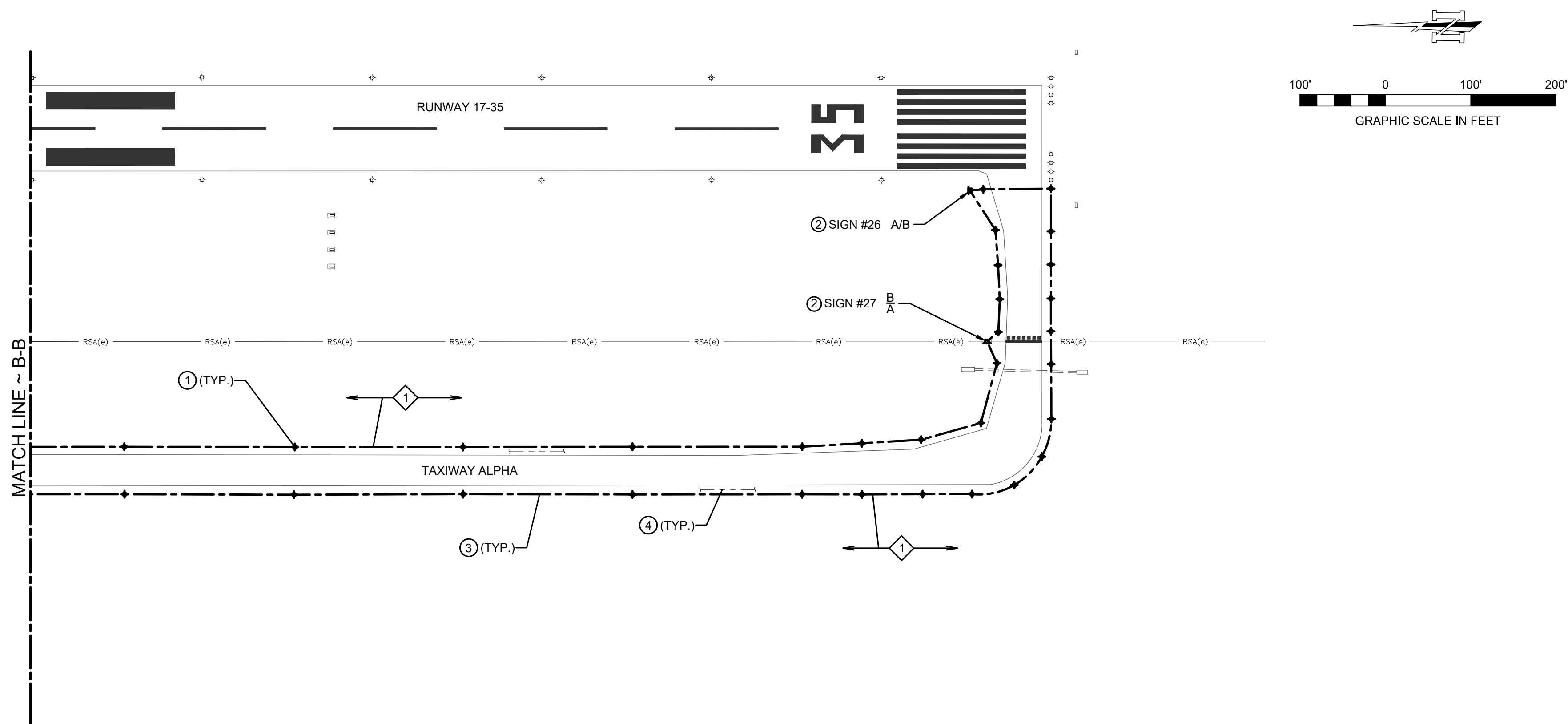
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PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

SHEET NAME:

PROJECT NAME:

101061



CONDUIT SCHEDULE	
1	1#8 AWG (5KV), EXISTING CONDUIT
2	2#8 AWG (5KV), EXISTING CONDUIT

LEGEND	
	LIMITS OF WORK AREA
	CENTERLINE OF EXISTING ELECTRICAL DUCT/BANK
	CENTERLINE OF PROPOSED ELECTRICAL CABLE REPLACEMENT (CONDUIT TO REMAIN)
	CENTERLINE OF EXISTING COUNTERPOISE
	EXISTING MURL/MITL TO REMAIN
	PROPOSED MURL/MITL FIXTURE TO BE REPLACED
	EXISTING GUIDANCE SIGN TO REMAIN
	EXISTING GUIDANCE SIGN ELECTRONICS TO BE REPLACED

- KEYED NOTES:**
- ① INSTALL NEW MITL WHERE SHOWN ABOVE. LIGHT FIXTURE AND TRANSFORMER FOR EACH BASE CAN SHALL BE REPLACED. EXISTING BASE CAN AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
 - ② INSTALL NEW GUIDANCE SIGN ELECTRONICS WHERE SHOWN ABOVE. EXISTING BASE CAN, SIGN HOUSING, SIGN PANELS, AND FOUNDATION SHALL REMAIN IN PLACE AND BE REUSED.
 - ③ INSTALL NEW CABLE ALONG THE ENTIRETY OF THE TAXIWAY CIRCUIT BACK TO THE ELECTRICAL VAULT. THIS WILL INCLUDE CABLE FOR REPLACED LIGHTS/SIGNS AND EXISTING LIGHTS/SIGNS THAT WILL REMAIN. EXISTING CONDUIT WILL REMAIN IN PLACE AND BE REUSED. SWAB AND CLEAN PRIOR TO CABLE INSTALLATION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING CONDUIT/CABLE PRIOR TO ANY EXCAVATION
 - ④ EXISTING COUNTERPOISE WILL REMAIN IN PLACE AND BE REUSED.

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PROPOSED ELECTRICAL LAYOUT PLAN III

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

DRAWN BY:	JB
DESIGNED BY:	AM
LATEST REVISION:	5/31/2022
KSA JOB NO.:	101061



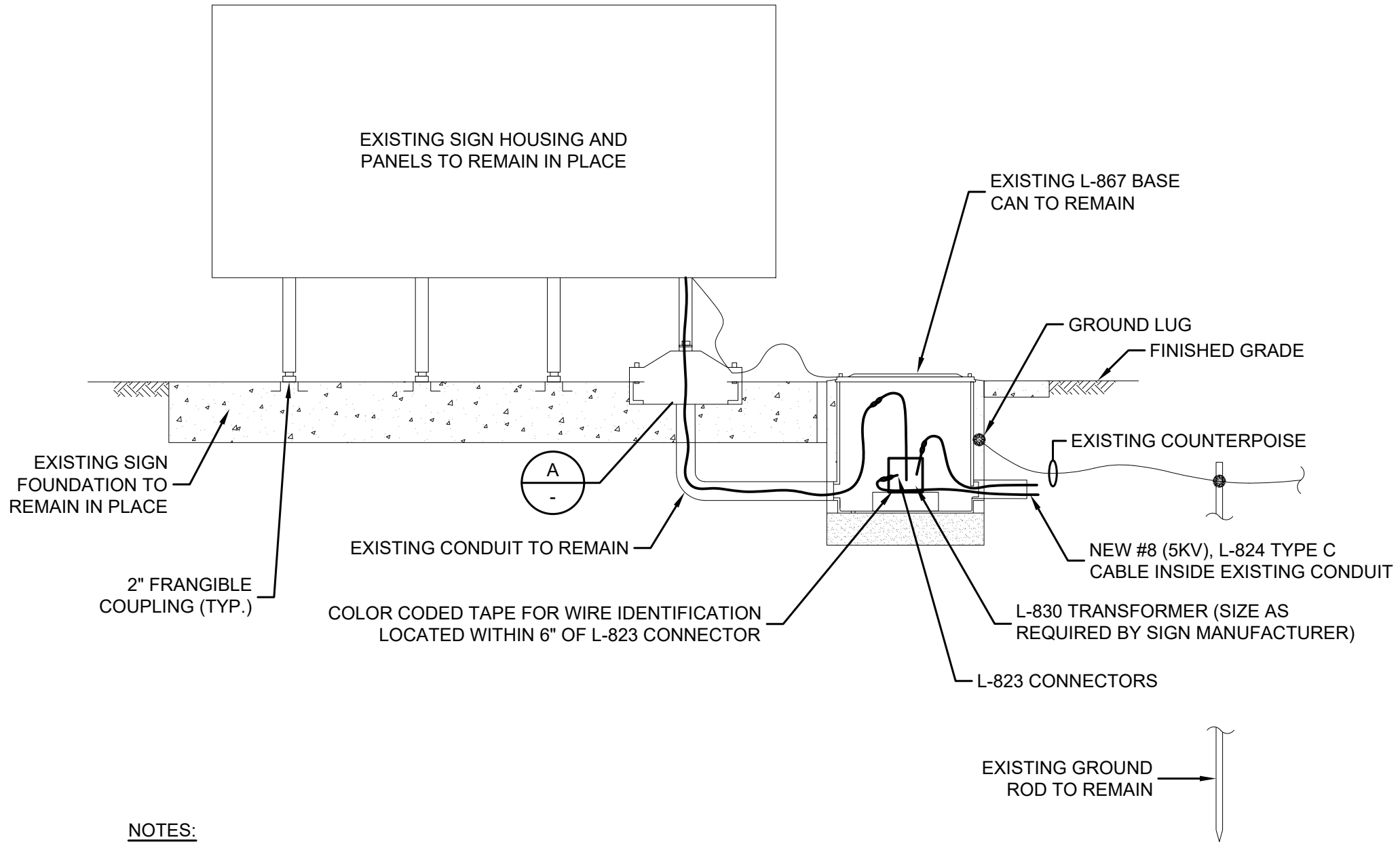
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SEAL:
CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-403

\\KSA-NET\GATEWAY\PROJECTS\101061008 CAD\30 SHEETS\03 ELECTRICAL\101061-E-DT-MISC.DWG [ELECTRICAL DETAILS] 5/31/2022 - 1:33 PM : LAST SAVED BY: JBOSTOCK

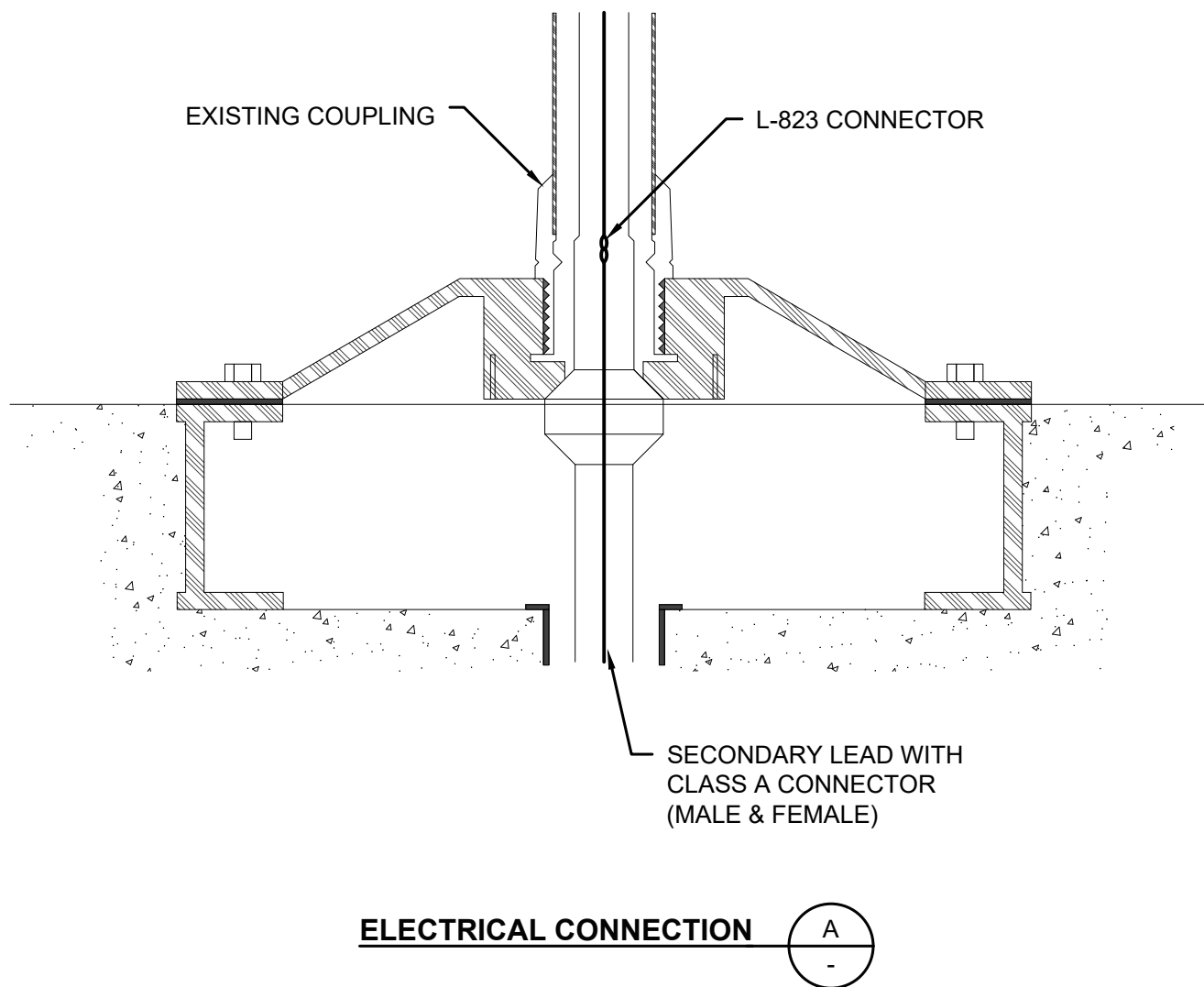
1



NOTES:

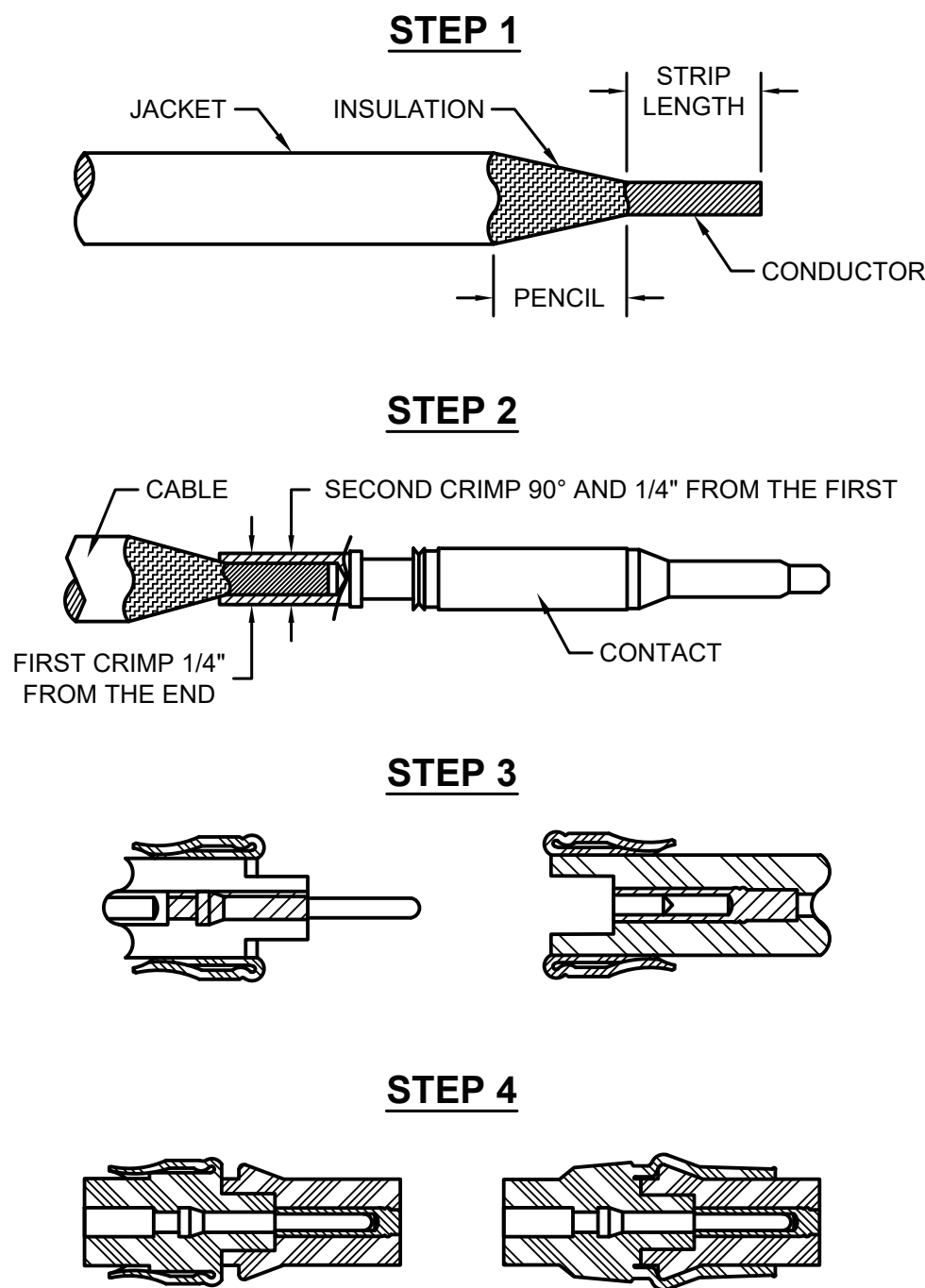
1. PROVIDE 3' MIN. SLACK IN EACH PRIMARY CABLE AND SECONDARY EXTENSION.
2. REMOVE AND REPLACE EXISTING SIGN TRANSFORMER AND LIGHTING MODULE, AND CABLE LEADING IN AND OUT OF BASE CAN.

MULTIPLE PEDESTAL SIGN
L-858 (L) OR L-858
N.T.S.



2

FAA L823 CLASS B TYPE 1 STYLE 3 AND STYLE 10 CONNECTIONS
N.T.S.

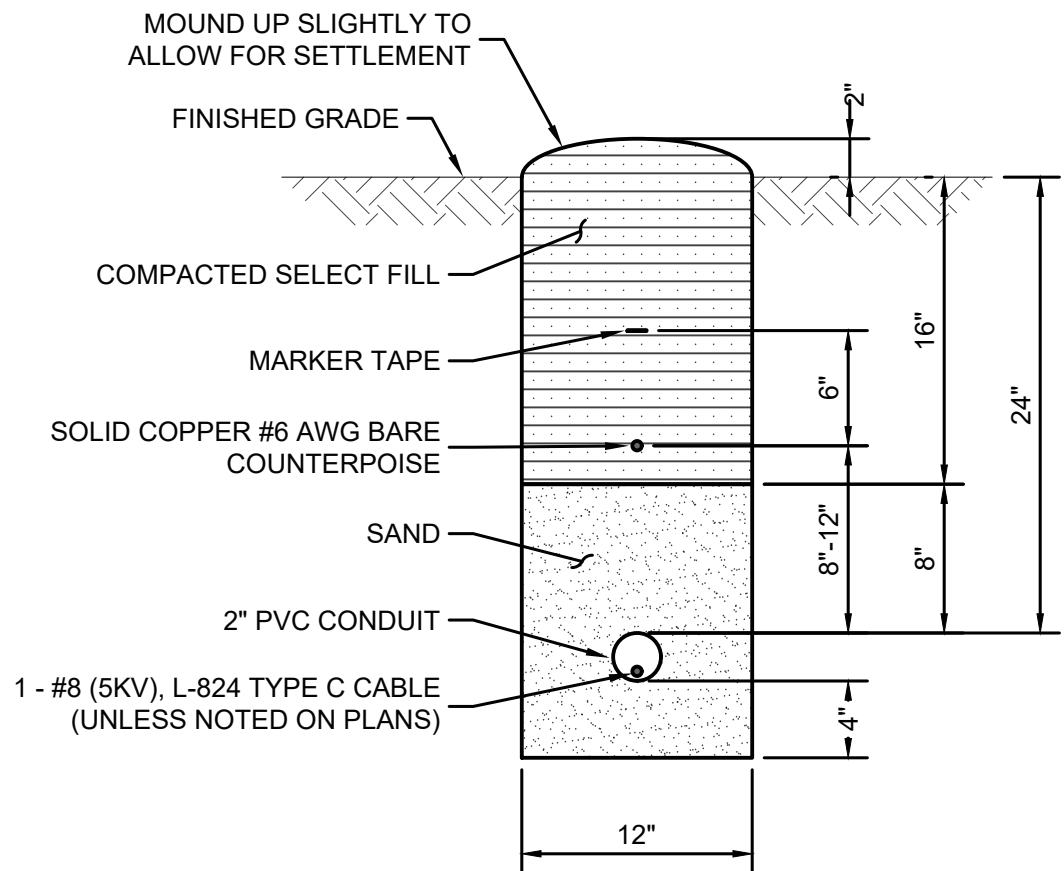


NOTES:

1. QUALIFIED PERSONNEL SHALL TERMINATE/SPLICE PRIMARY CABLE IN FULL ACCORDANCE WITH APPROVED KIT INSTRUCTIONS.
2. THE USE OF TAPE OR HEAT SHRINK TUBING IS PROHIBITED.
3. INSTALLER SHALL SIGN AND DATE EACH SPLICE/TERMINATION.

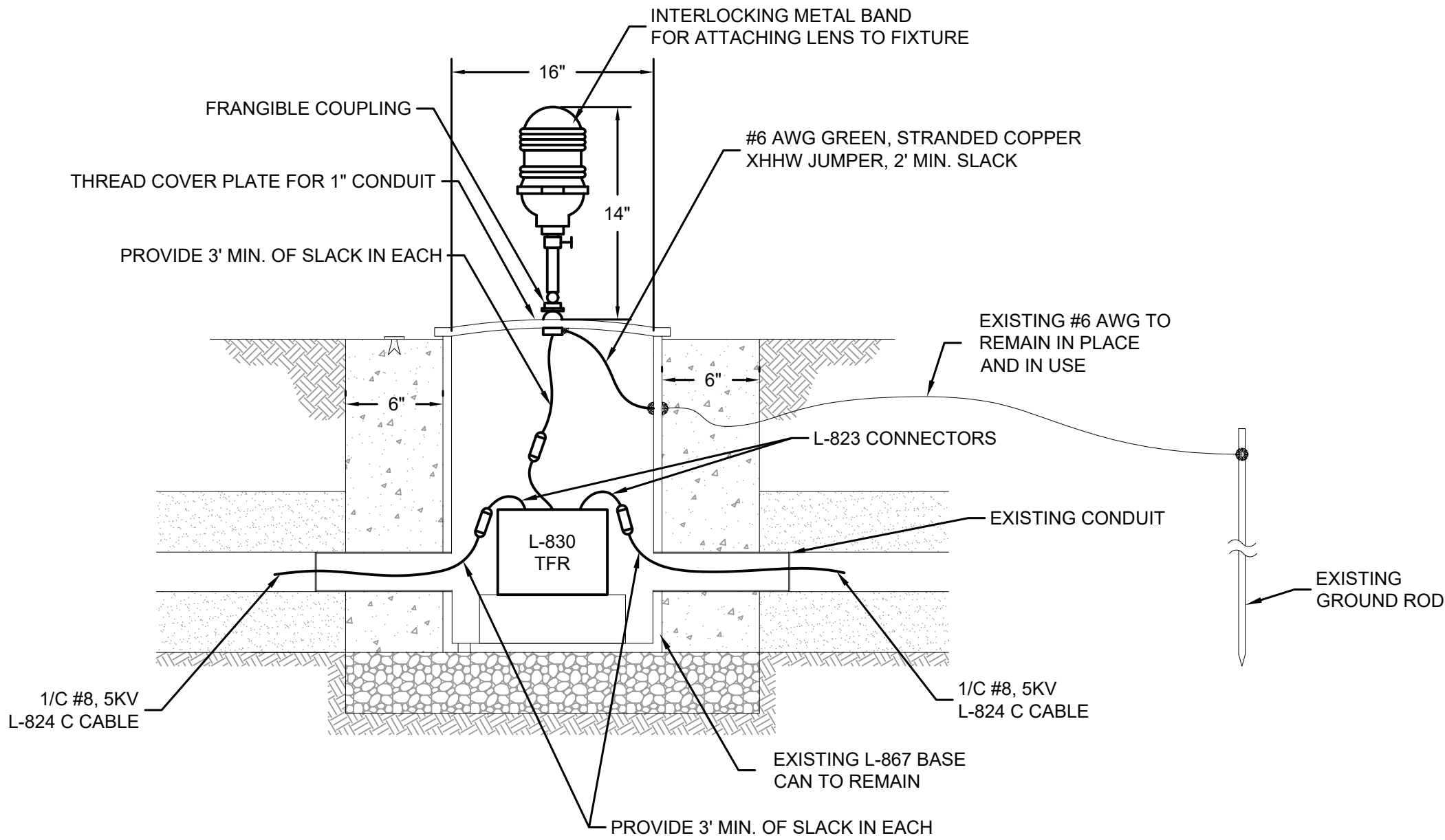
3

ONE 2-INCH ELECTRICAL CONDUIT DUCT BANK
N.T.S.



4

BASE MOUNTED MITL
N.T.S.



NOTE:

REMOVE AND REPLACE EXISTING MITL FIXTURE, TRANSFORMER, AND CABLE LEADING IN AND OUT OF BASE CAN.

SPACE NOT USED

ELECTRICAL DETAILS

DURANT REGIONAL AIRPORT
TAXIWAY ELECTRICAL
IMPROVEMENTS
DURANT, OKLAHOMA

DRAWN BY:	JB
DESIGNED BY:	AM
LATEST REVISION:	5/31/2022
KSA JOB NO.:	101061

KSA

2720 Washington Drive, Suite 120
Norman, Oklahoma 73069
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www.ksaeng.com

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SEAL:
CA No. 2175
RENEWAL DATE: JUNE 30, 2022
SHEET NO.

E-601

PROJECT TITLE: TAXIWAY ELECTRICAL IMPROVEMENTS - DURANT, OKLAHOMA

SHEET NAME:

PROJECT NAME:



Libra Electric Company

PROPOSAL / Price Request

05/02/2022

PROJECT: Durant TW Lighting Repair

All,

Libra Electric Company is pleased to provide a quotation for the electrical work associated with the project listed above. Our price is in accordance with the price request for repair work.

Libra's scope consists of:

- Electrical work as needed for TW System Repair
- TW Lighting Transformers and Connections as needed
- LED TW Lights if needed
- #8 L-824 Airport Cable as needed
- Sign Transformers and Connections as needed
- TW Closures if needed

For further clarification the following is not included in this quotation.

- Staking, surveying, dewatering, seeding, mulching, sodding, clearing, or grubbing
- Electrical work for batch plants, contractor's offices, and/or shops
- Saw cutting, breakout, or removal, of any asphalt or concrete
- Concrete or soil testing
- Engineering services of any kind
- Sign transformers and connections ONLY, not included internal sign parts

4634 Enterprise Drive * Oklahoma City, Oklahoma 73128 * (405) 949-9371 * Fax (405) 949-9373

Email: sales@libraelectric.net Website <http://www.libraelectric.net>

Electrical Pricing:

1. - Mobilization - \$6,500.00
2. - #8 L826 Airport Cable - 20,000' @ \$3.10 = \$62,000.00
3. - TW Light Transformers - 230 @ \$394 = \$90,620.00
4. - Sign Repair / Troubleshoot - 28 @ \$422 = \$11,816.00
5. - New L-861T TW Light - 230 @ \$448 = \$103,040.00

Max Total Price of 1 - 5: \$273,976.00

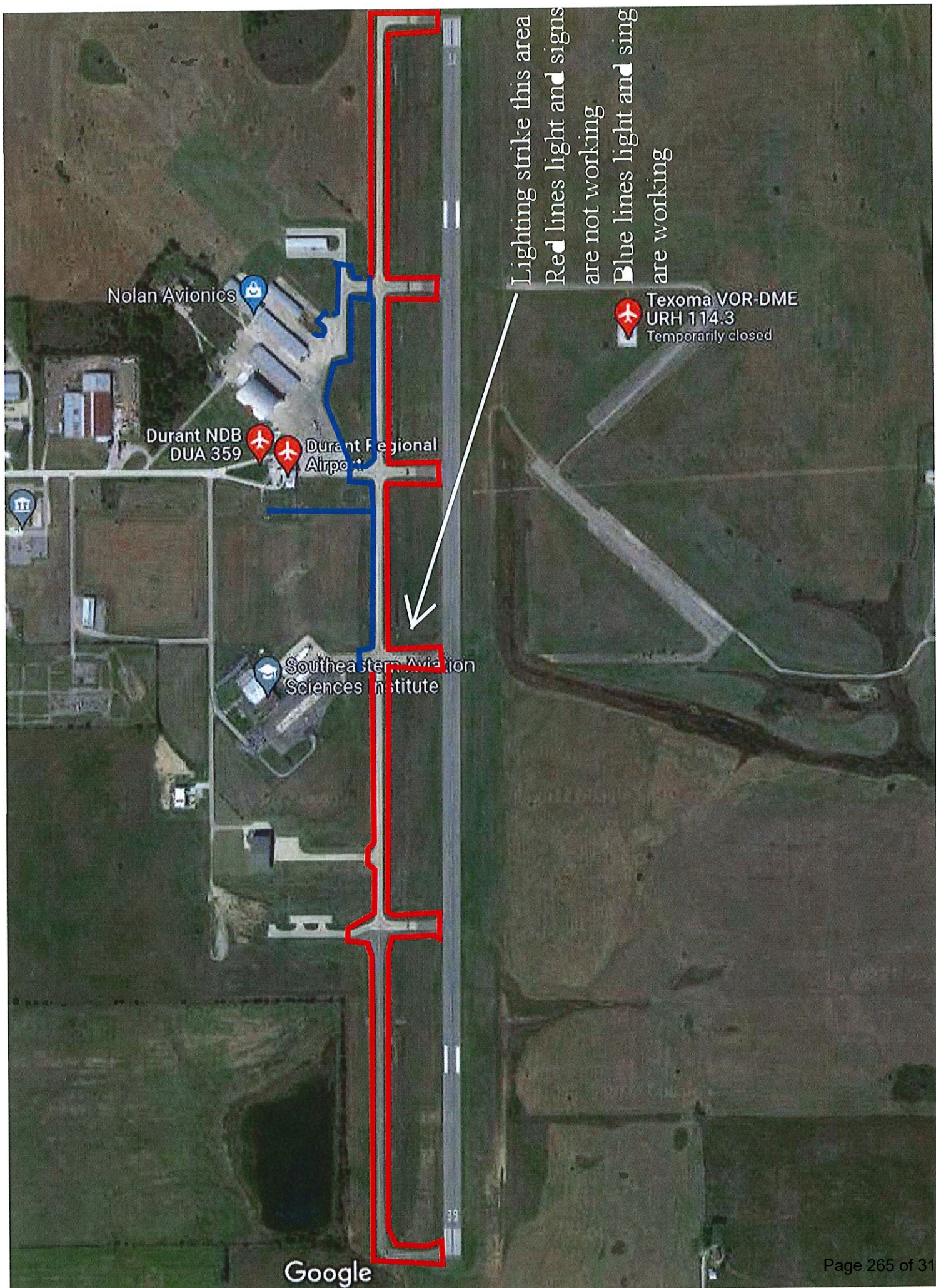
Thank you for the opportunity and if additional information is required, please contact this office.

Respectfully submitted,



Phillip Freeman
Project Manager/Estimator

4634 Enterprise Drive * Oklahoma City, Oklahoma 73128 * (405) 949-9371 * Fax (405) 949-9373
Email: sales@libraelectric.net Website <http://www.libraelectric.net>



Lighting strike this area
Red lines light and signs
are not working
Blue lines light and signs
are working

BID TAB Durant Regional Airport Taxiway Electrical Improvements City Bid No. C-2022-25 Bid Opening: Thursday, July 14, 2022 @ 2:00 PM KSA Project No. 101061					Electric Power Solutions, LLC 20582 US Highway 70 Wilson, OK 73463 580.657.2999		Third Generation Electrical, Inc. 8620 South 33rd West Avenue Tulda, OK 74132 918.446.6626		Libra Electric Company 4634 Enterprise Drive Oklahoma City, OK 73128 405.949.9371		Wise Electric Company PO Box 1081 Owasso, OK 74055 918.272.8844	
BID NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID												
Bid Schedule 1-Base Bid: Replacement of Existing MITL, Guidance Signs, and Electrical Cable:												
1.01	C-105	Mobilization	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,870.00	\$ 12,870.00	\$ 15,000.00	\$ 15,000.00
1.02	KSA-105-3.1	Barricades for Pavement Closures	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00
1.03	KSA-105-3.2	Preparation of Safety Plan Compliance Document	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00
1.04	L-108-5.2	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Existing Conduit	LF	24,000	\$ 2.25	\$ 54,000.00	\$ 3.00	\$ 72,000.00	\$ 2.50	\$ 60,000.00	\$ 1.80	\$ 43,200.00
1.05	L-108-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Above the Duct Bank	LF	1,200	\$ 2.50	\$ 3,000.00	\$ 3.00	\$ 3,600.00	\$ 2.40	\$ 2,880.00	\$ 2.50	\$ 3,000.00
1.06	L-108-5.5	Removal of Existing L-824 Cable	LS	24,000	\$ 0.40	\$ 9,600.00	\$ 0.75	\$ 18,000.00	\$ 0.50	\$ 12,000.00	\$ 0.15	\$ 3,600.00
1.07	L-110-5.1	Install Non-Encased Electrical Duct, One each 2-inch	LF	600	\$ 6.00	\$ 3,600.00	\$ 8.00	\$ 4,800.00	\$ 7.25	\$ 4,350.00	\$ 10.00	\$ 6,000.00
1.08	L-125-5.1	Remove Existing L-861T(L) and L-830	LS	230	\$ 60.00	\$ 13,800.00	\$ 40.00	\$ 9,200.00	\$ 35.00	\$ 8,050.00	\$ 10.00	\$ 2,300.00
1.09	L-125-5.2	Install New L-861T(L) and L-830	EA	230	\$ 350.00	\$ 80,500.00	\$ 800.00	\$ 184,000.00	\$ 475.00	\$ 109,250.00	\$ 475.00	\$ 109,250.00
1.10	L-125-5.3	Replace Existing Lumacurve One Module Sign Electronics and L-830	EA	2	\$ 2,400.00	\$ 4,800.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,600.00	\$ 3,200.00
1.11	L-125-5.4	Replace Existing Lumacurve Two Module Sign Electronics and L-830	EA	11	\$ 2,500.00	\$ 27,500.00	\$ 1,700.00	\$ 18,700.00	\$ 2,000.00	\$ 22,000.00	\$ 1,900.00	\$ 20,900.00
1.12	L-125-5.5	Replace Existing Lumacurve Three Module Sign Electronics and L-830	EA	14	\$ 2,600.00	\$ 36,400.00	\$ 1,900.00	\$ 26,600.00	\$ 2,400.00	\$ 33,600.00	\$ 2,150.00	\$ 30,100.00
Total Base Bid Item 1:					\$ 256,200.00		\$ 367,400.00		\$ 269,000.00		\$ 238,250.00	
BID SUMMARY:												
BASE BID												
Total Base Bid Item 1 :				\$ 256,200.00		\$ 367,400.00		\$ 269,000.00		\$ 238,250.00		
Error found and corrected by KSA												
Low Bid												

**Durant Regional Airport
Durant, Oklahoma**

Professional Service Fees Taxiway Lighting Replacement at the Durant Regional Airport

This proposal provides scope and fee estimates for Professional Services related to the replacement of the Taxiway Lights at the Durant Regional Airport (DUA) located in Durant, Oklahoma due to a lightning strike.

I. PROJECT SCOPE

A recent lighting strike at Durant Regional Airport impacted a large portion of the Taxiway Lights. The project includes the design and construction of a replacement of the Taxiway Lighting circuit including new wire, transformers and lights for the Taxiway Light circuit. The design will reuse existing conduit and cans.

II. SCOPE OF SERVICES

A. FINAL DESIGN SERVICES

The services provided below do not include preparation of preliminary design documents, submission to owner or funding agency review documents, preliminary coordination, or preliminary design comment period.

a. Engineer shall:

- i. Prepare one (1) preliminary Construction Safety & Phasing Plan (CSPP) and submit for airspace approval through the FAA OE/AAA portal.
- ii. Prepare final plans for the design and construction of the project following applicable FAA Advisory Circulars (AC). Final plans will be provided to owner for review and comment prior to advertisement.
- iii. Prepare front end specifications.
- iv. Prepare non-technical specifications following applicable FAA Advisory Circulars (AC) listed in the design requirements.
- v. Prepare technical specifications for the design and construction of the project following applicable FAA Advisory Circulars (AC) listed in the design requirements.
- vi. Prepare one (1) Opinion of Probable Construction Costs (OPCC).

B. BIDDING SERVICES

a. Engineer shall:

- i. Assist Owner in obtaining bids/proposals through use of online plan room, maintain a record of bidders, and issue addenda as necessary.
- ii. Conduct one (1) pre-bid meeting and respond to questions from bidders.
- iii. Attend one (1) bid opening conducted by the Owner.
- iv. Evaluate submitted bids for responsiveness and check references of lowest responsive bidder.
- v. Prepare one (1) bid tabulation and letter of recommendation.
- vi. Coordinate with prospective lowest bidder to compile construction contract documents.

C. CONSTRUCTION ADMINISTRATION SERVICES

The services provided below are based on a 30 calendar day construction contract time period (construction time will not begin until all materials are on site). Any services needed beyond this time period will be considered additional services.

a. Engineer Shall:

- i. Conduct one (1) pre-construction meeting and respond to contractor questions.
- ii. Review project schedules, submittals, shop drawings, samples, etc. required by the contractor's contract documents and respond to Contractor RFIs as required.
- iii. Prepare weekly FAA construction progress reports.
- iv. Review and process contractor pay applications.
- v. Perform one (1) final inspection and verify completion of punchlist items.
- vi. Prepare one (1) set of as-built plans and specifications.

D. ADDITIONAL SERVICES

- a. Other items not specifically included in this proposal shall be considered additional services and subject to agreement between Owner and Engineer, including but not limited to the following:
 - i. Preparation of FAA environmental Categorical Exclusions (CATEX).
 - ii. Environmental coordination of any kind.
 - iii. Preparation of DBE updates including 1-yr goals, 3-yr goals, and Programs.
 - iv. Field surveys and topographic and utility mapping for design purposes.
 - v. Placement of advertisements/public notices for obtaining bids/proposals.

III. FEES AND SCHEDULE

1. Final Design Services - \$21,980.00 (lump sum)
2. Bidding Services - \$5,530.00 (lump sum)
3. Construction Administration - \$20,580.00 (lump sum)

The Engineer proposes to provide Professional Services described in Section I Project Scope and Section II Scope of Services for **\$48,090.00** on a lump sum basis. Any additional scope of work not specifically noted herein will require additional compensation by the Owner.

Final plans will be provided 30 days from notice to proceed.

Durant Regional Airport Taxiway Lighting Replacement

KSA Project 101061

5/5/2022

	Senior PM	Planner	EE	Design Eng	Admin	Expenses	Total
	\$ 215.00	\$ 180.00	\$ 180.00	\$ 125.00	\$ 90.00		
Plans	16	2	12	40		\$ 200.00	
Specs	16	6	16	20	8	\$ 200.00	
	32	8	28	60	8	\$ 400.00	\$ 21,980.00
Bidding	16		4	2	8	\$ 400.00	\$ 5,530.00
Construction	40	30	12	20	8	\$ 1,200.00	\$ 20,580.00
Total Hrs	88	38	44	82	24		\$ 48,090.00



July 15, 2022

Mr. John Dean
City Manager
City of Durant
300 West Evergreen
Durant, Oklahoma 74701

Re: DURANT REGIONAL AIRPORT
Taxiway Electrical Improvements
Durant Bid No. C-2022-25 Taxiway Lighting
Award Recommendation Letter

Dear Mr. Dean:

Sealed bid proposals were received on Thursday, July 14th, 2022, at 2:00 p.m. and then publicly opened and read aloud for the above referenced project at City Hall, as duly advertised. A total of four (4) bids were received. As shown on the attached bid tabulation sheets, the low total bid for the project was submitted by Wise Electric Company of Owasso, OK. A summary of their bid is as follows:

Contractor	Wise Electric Company	Electric Power Solutions, LLC	Libra Electric Company	Third Generation Electrical, Inc.
Base Bid:	\$238,250.00	\$256,200.00	\$269,000.00	\$367,400.00

KSA recommends awarding the project to Wise Electric Company in the amount of \$238,250.00.

KSA appreciates the opportunity to assist the City of Durant and the Durant Regional Airport with this very important project. Please do not hesitate to contact us should you have any questions, concerns or require additional information.

Sincerely,

KSA

Adam Marsh
Project Manager

Enclosures: Bid Tabulation



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Danielle O'Neal
Re: Discussion, Consideration and Possible Action on a Final Plat Request for Property Located Near West Main and State Highway 70 (PC2022-18)

Request: Consider a request from Texoma Victory Real Property Investment LLC, for a Final Plat Request for Durant Victory Subdivision Phase II, property located near West Main and State Highway 70.

Current Zoning: R-3, General Residential

Surrounding Properties:

Direction	Zoning	Use
North	R-3	Railroad
East	R-3	Church Facility
South	C-2	Vacant

Applicant: Texoma Victory Real Property Investment, LLC

Background: Applicants approached staff regarding filing for a final plat request for Phase II of the Durant Victory Subdivision. This final plat has thirty-five (35) lots, in which the applicant stated the lots would contain single-family homes that will have their own driveways.

Notifications have been made to the surrounding property owners and at the time of this report no letters or phone calls have been received by staff.

Analysis: The subject property is approximately a total of 8 acres. The applicant has 35 lots on the plat. The application indicates there will be single-family homes with their own driveways for each lot. The property will be served by Rural Water District #2 and city sewer has been extended to the property. Streets have been completed for the development as well. City Staff has inspected and signed off on the sewer as well as the streets for the final plat. The Board of Adjustment approved lots 1-11 and lots 26 and 27 to have a front setback of 15 feet, and that is indicated on the final plat. Staff has signed off on the sign off sheet with no comments.

The current Land Use Map has this area as residential and commercial mixed-use; therefore, this request is generally in line with the Comprehensive Plan.

Staff Recommendation: Staff has signed off supporting the approval of the final plat.

Planning Commission Recommendation:

Required Action: Hear the item and approve or deny the Final Plat request for Durant Victory Subdivision Phase II, property located near West Main and State Highway 70. Any specific conditions imposed by City Council should be read into any approval motion.

Council Information / Action Requested

Staff has signed off supporting approval of the final plat request. The Planning Commission will hear the item on Monday, August 8.

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

City Clerk

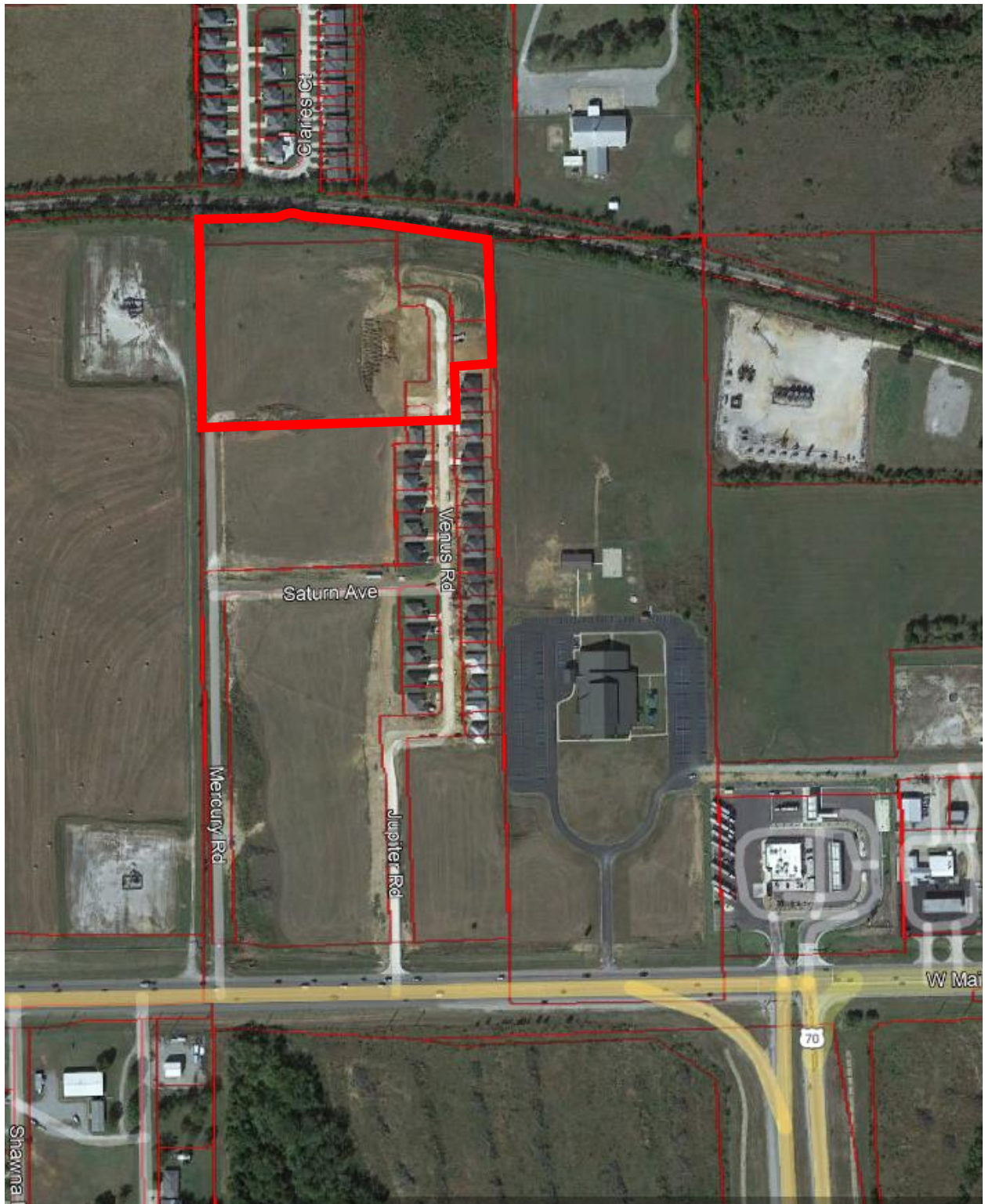
GIS

Community Development

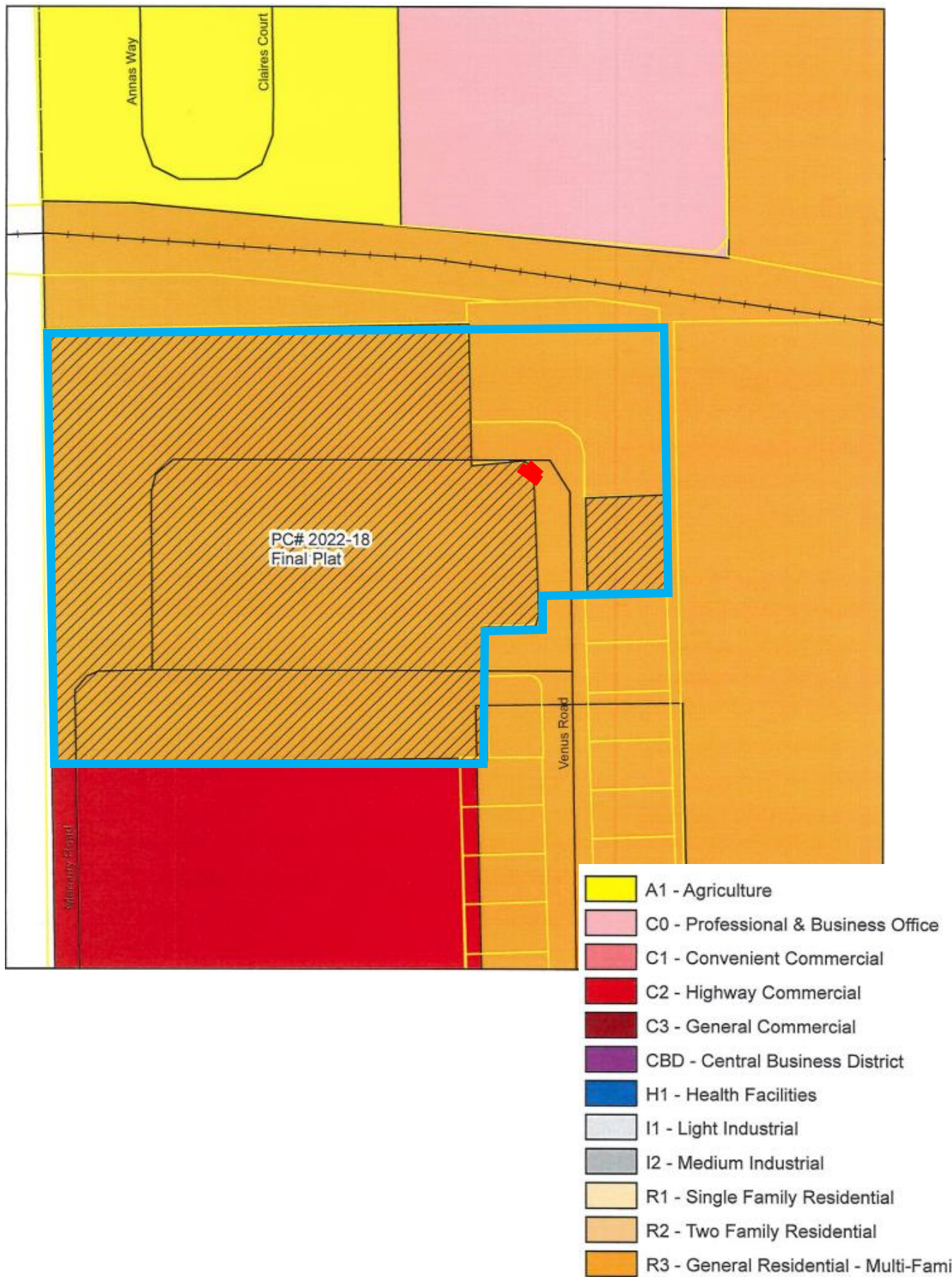
ATTACHMENTS:

1. PC 2022 18 Maps
2. Sign off Sheets
3. Subdivision-Plat_Application-SIGNED
4. TVRPI LLC -Recorded Warranty Deed
5. BOA approved Variance - page 4
6. DURANT VICTORY SUBDIVISION PHASE 2 - PLAT - FINAL

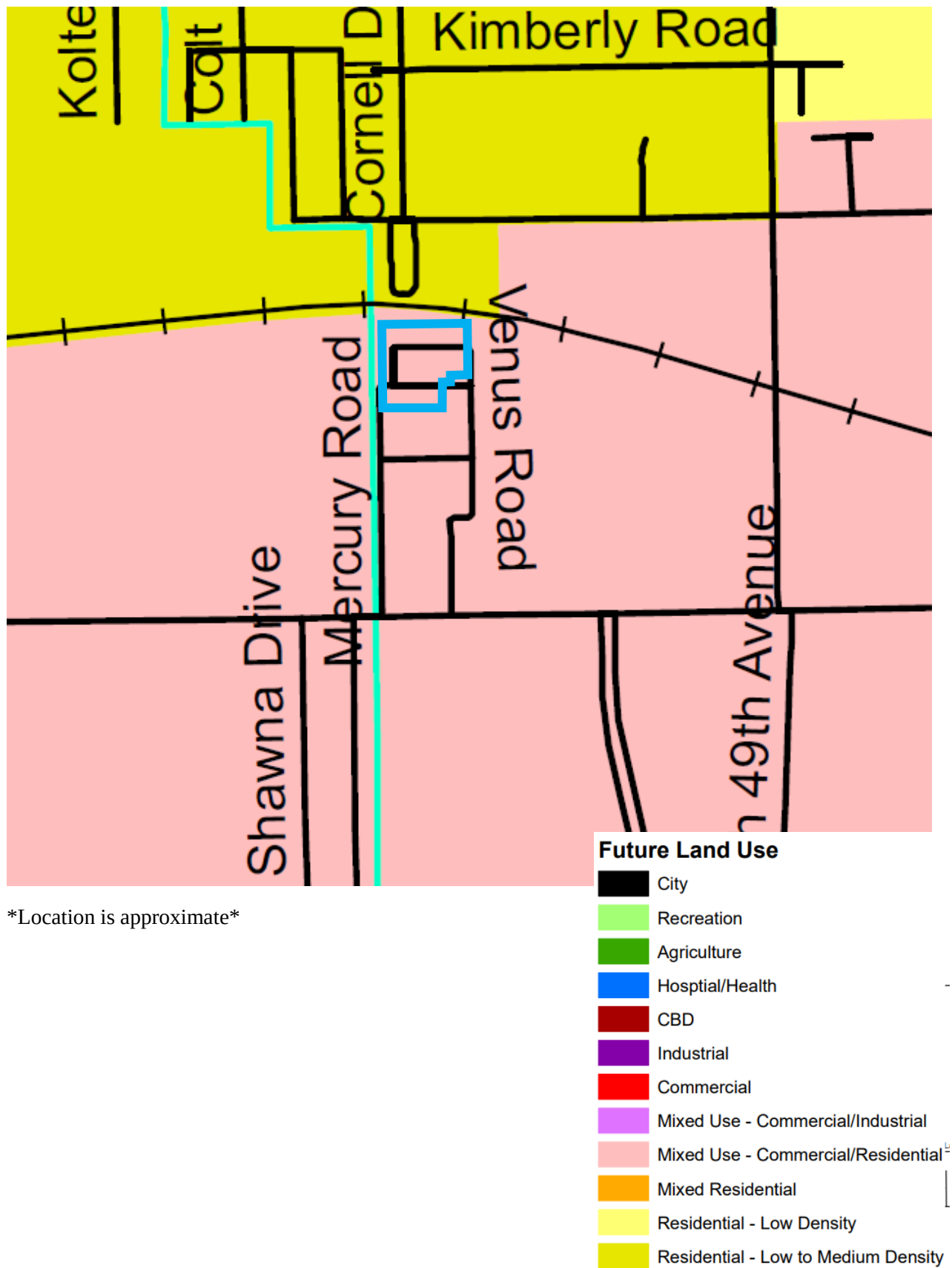
Aerial Map



Zoning Map



Future Land Use Map

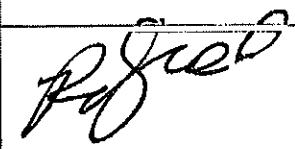
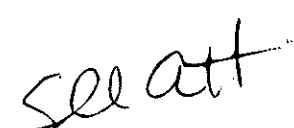
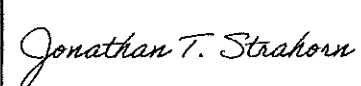


Location is approximate

COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET

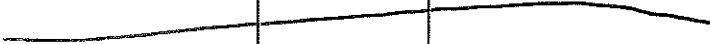
West Main & Hwy. 70 (Bypass) Final Plat PC2022-18

Tbloma
Victory
PR II

Department	Signature	Date	Notes
Com Dev Director Danielle O'Neal		7/26/22	
M&O Randy Cantrell		07-01-2022	No Comments
Streets Carl Meade		7-12-22	
Public Works Director Phillip Hightower		7-8-22	
Fire Marshal Jonathan Strahorn		7.25.2022	
Building Inspector Mark Pierce		7-12-22	No Comments
Engineer Brandon Wall		7-8-22	

COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET

West Main & Hwy. 70 (Bypass) Final Plat PC2022-18

Department	Signature	Date	Notes
Com Dev Director Danielle O'Neal			
M&O Randy Cantrell			
Streets Carl Meade			
Public Works Director Phillip Hightower		7-8-22	
Fire Marshal			
Building Inspector Mark Pierce		7-12-22	
Engineer Brandon Wall			

COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET

West Main & Hwy. 70 (Bypass) Final Plat PC2022-18

Department	Signature	Date	Notes
Com Dev Director Danielle O'Neal			
M&O Randy Cantrell			
Streets Carl Meade			
Public Works Director Phillip Hightower			
Fire Marshal			
Building Inspector Mark Pierce			
Engineer Brandon Wall		07/08/2 2	

Subdivision/Plat Application

Sketch Plat: ☐

Preliminary Plat: ☐

Final Plat: x ☒

Re-Plat: ☐

Petition # _____

Fee \$ _____

Expedited Fee \$ _____

APPLICANT INFORMATION

Name: Texoma Victory Real Property Investment LLC	Email: Benjamin.jia@texomavictory.com	Phone #1 469-600-9231
Mailing Address: 412 Woodland Cir		Phone #2
City: Durant	State: OK	Zip: 74701
Applicant's Interest in Property: Owner/Partner		Fax #

SURVEYOR INFORMATION

Name: B.J. McIninch, BM Surveying, Inc	Email: Bm.surveying@yahoo.com	Phone #1 580-279-9544
Mailing Address: 2836 W. Twin Oaks Rd		Phone #2
City: Caney	State: OK	Zip: 74533
Surveyor Oklahoma License Number: 1819		Fax #

ENGINEER INFORMATION

Name: H. Wayne Barker P.E.	Email: wbarker@barkerengineers.com	Phone #1 580-931-9045
Mailing Address: 3902 University Blvd		Phone #2
City: Durant	State: OK	Zip: 74701
Engineer Oklahoma License Number: 18513		Fax #

LAND INFORMATION

Legal Description: A tract of land situated in a part of the W/2 of the SE/4 26, Township 6 South, Range 8 East of the Indian Meri Baseline, in Bryan County, Oklahoma	Parcel Number:
Proposed Subdivision Name: Durant Victory Subdivision	Current Zone: R-3
Proposed Use: General Residential	Proposed Zone: R-3
Current Property Owner's Name: Texoma Victory Real Property Investment, LLC	

The applicant has prepared this application and supporting documentation and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Applicant: Texoma Victory Real Property Investment LLC Date: 6/24/2022

Office Use Only

Date Filed	Date Payment Received	Notification Mailed	Comments
		Date	

Initial		Initial		Initial	
Proof of Publication Received				Property Posting Verified	
Comprehensive Plan Recommendations					
Date		Initial		Date	
Initial		Initial		Initial	
Staff Recommendation		PC Recommendation		City Council Action	
____ Approve		____ Approve		____ Approve	
____ Deny		____ Deny		____ Deny	
				Ordinance #	

APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

Please describe the nature and operating characteristics of the proposed use:

_____ **Residential Housing**

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking: _____ **Attached garage Parking in each individual house**

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).

_____ **N/A**

3. Traffic Impacts:

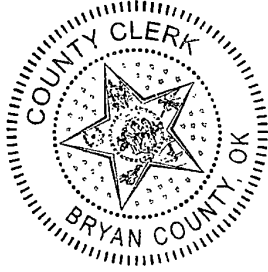
_____ **Vehicle access to property is from Hwy 70**

4. Protection of Neighborhoods:

What licenses and permits (if any) are required for this proposed use?

_____ **Have obtained all necessary permits from ODOT, ODEQ, City of Durant, RWD#2 before infrastructure construction started**

Please list or describe any other reasons to support this application.



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abstract and title

WARRANTY DEED

i-2020-720910 Book 1518 Pg: 773
02/10/2020 10:04 am Pg 0773-0774
Fee: \$ 20.00 Doc: \$ 140.25
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That **Cynthia Newell and William Michael Newell, wife and husband**, party/parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do(es) by these presents grant, bargain, sell and convey unto **Texoma Victory Real Property Investment, LLC, a Limited Liability Company**, 412 Woodland Cr, Durant, OK 74701, party/parties of the second part, his/her/their grantees and heirs, all of the following described real property and premises, situated in Bryan County, Oklahoma, to wit:

A tract of land situated in a part of the SE/4 of Section 26, Township 6 South, Range 8 East of the Indian Base and Meridian, Bryan County, Oklahoma, more particularly described as follows: Commencing at a found mag nail with CA 4450 washer for the SW Corner of the SE/4 of said Section 26; Thence N 00°57'41" W, along the West line of the SE/4, a distance of 150.74 feet to the true Point of Beginning on the North right-of-way line of U.S. Highway 70 marked with a found 1/2" steel pin; Thence N 88°57'45" E, along the North right-of-way line of U.S. Highway 70, a distance of 74.44 feet to a set 1/2" steel pin with PLS 1819 ID cap; Thence S 79°43'23" E, along the North right-of-way line of U.S. Highway 70, a distance of 76.46 feet to a set 1/2" steel pin with PLS 1819 ID cap; Thence N 88°57'45" E, along the North right-of-way line of U.S. Highway 70, a distance of 372.93 feet to the SW Corner of a tract of land conveyed to Great Plains Inc filed in Book 1205 at Page 117 marked with a found 1/2" steel pin with PLS 1325 ID cap; Thence N 00°54'44" W, along the West line of said tract filed in Book 1205 at Page 117, a distance of 523.00 feet to a found 1/2" steel pin with PLS 1325 ID cap; Thence N 88°57'45" E, along the North line of said tract filed in Book 1205 at Page 117, a distance of 250.00 feet to a point on the West line of a tract of land conveyed to the Board of Trustees of the First United Methodist Church of Durant, Oklahoma filed in Book 1018 at Page 439 marked with a found 1/2" steel pin with PLS 1325 ID cap; Thence N 00°54'44" W, along the West line of said tract filed in Book 1018 at Page 439, a distance of 1309.27 feet to a point on the South Railroad right-of-way line marked with a found 5/8" steel pin; Thence along said Railroad right-of-way, with a Curve turning to the left, with an Arc length of 82.75 feet, with a Radius of 5595.91 feet, with a Chord bearing of N 81°53'54" W, with a Chord length of 82.74 feet to a point on the South line of the N/2 N/2 SE/4 of said Section 26 marked with a found 1/2" steel pin with CA 4450 ID cap; Thence S 88°58'14" W, along said South line of the N/2 N/2 SE/4, and the South line of a tract of land conveyed to Mid-Continent Energy Corporation filed in Book 1117 at Page 48, a distance of 692.22 feet to a point on the West line of the SE/4 marked with a set 1/2" steel pin with PLS 1819 ID cap; Thence S 00°57'41" E, along the West line of the SE/4, a distance of 1830.50 feet back to the Point of Beginning.

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto said party/parties of the second part, his/her/their grantees and the heirs and grantees of the survivors, forever, free, clear and discharged of and from all former grants, titles, charges, taxes, judgments, mortgages and other liens and encumbrances of

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319 W. Main Street | Durant, OK 74701 | (580)745-5363 | www.ModAbstractTitle.com

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 140.25

WARRANTY DEED

(Continued)

whatsoever nature. Exceptions: Easements and rights of ways of record; oil, gas, and other mineral leases of record; prior oil, gas, and other mineral conveyances or reservations of record; restrictive and protective covenants of record; and applicable zoning ordinances.

Revenue Stamps: ~~\$104.25~~ 140.25

SIGNED AND SEALED this the 5th day of February 2020.

④ Cynthia Newell
Cynthia Newell

④ William Michael Newell
William Michael Newell

NOTARY AND ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF Chaffee

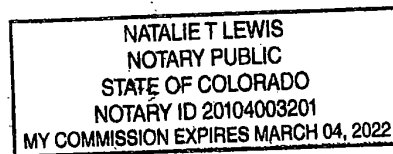
I, Natalie Lewis, a Notary Public for the County of Chaffee and State of Colorado, do hereby certify that **Cynthia Newell and William Michael Newell, wife and husband**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 5th of February 2020.

④ Natalie L Lewis
Notary Public

My Commission Expires: 3/4/22

(SEAL)



File No.: 191207446

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i-2020-720910 Book 1518 Pg: 774
12/10/2020 10:04 am Pg 0773-0774
Fee: \$ 20.00 Doc: \$ 140.25
Tammy Reynolds - Bryan County Clerk
State of Oklahoma



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WARRANTY DEED

2020-720911 Book 1518 Pg: 775
12/10/2020 10:04 am Pg 0775-0776
Fee: \$ 20.00 Doc: \$ 140.25
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That **Margaret L. Frazier, a single person**, party/parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do(es) by these presents grant, bargain, sell and convey unto **Texoma Victory Real Property Investment, LLC, a Limited Liability Company**, 412 Woodland Cr, Durant, OK 74701, party/parties of the second part, his/her/their grantees and heirs, all of the following described real property and premises, situated in Bryan County, Oklahoma, to wit:

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together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto said party/parties of the second part, his/her/their grantees and the heirs and grantees of the survivors, forever, free, clear and discharged of and from all former grants, titles, charges, taxes, judgments, mortgages and other liens and encumbrances of

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Bryan County
Documentary Stamp \$ 140.25

WARRANTY DEED

(Continued)

whatsoever nature. Exceptions: Easements and rights of ways of record; oil, gas, and other mineral leases of record; prior oil, gas, and other mineral conveyances or reservations of record; restrictive and protective covenants of record; and applicable zoning ordinances.

Revenue Stamps: ~~\$104.25~~ 140.25

SIGNED AND SEALED this the 5th day of February 2020.

ⓧ Margaret L. Frazier
Margaret L. Frazier

NOTARY AND ACKNOWLEDGMENT

STATE OF California

COUNTY OF Riverside

I, Shannea Forrest, a Notary Public for the County of Riverside and State of California, do hereby certify that **Margaret L. Frazier, a single person**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

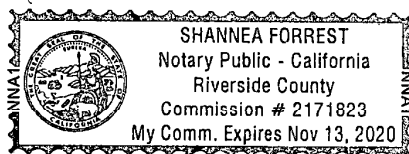
Witness my hand and official seal, this the 5th of February 2020.

ⓧ Shannea Forrest
Notary Public

My Commission Expires: 11/13/2020

(SEAL)

File No.: 191207446



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i-2020-720911 Book 1518 Pg: 776
02/10/2020 10:04 am Pg 0775-0776
Fee: \$ 20.00 Doc: \$ 140.25
Tammy Reynolds - Bryan County Clerk
State of Oklahoma



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2020-720912 Book 1518 Pg: 777
02/10/2020 10:04 am Pg 0777-0778
Fee: \$ 20.00 Doc: \$ 140.25
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That Don H. Carpenter, Jr. and Elizabeth M. Carpenter, husband and wife, party/parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do(es) by these presents grant, bargain, sell and convey unto **Texoma Victory Real Property Investment, LLC, a Limited Liability Company**, 412 Woodland Cr, Durant, OK 74701, party/parties of the second part, his/her/their grantees and heirs, all of the following described real property and premises, situated in Bryan County, Oklahoma, to wit:

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Bryan County
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Stamps \$ 140.25

WARRANTY DEED

(Continued)

whatsoever nature. Exceptions: Easements and rights of ways of record; oil, gas, and other mineral leases of record; prior oil, gas, and other mineral conveyances or reservations of record; restrictive and protective covenants of record; and applicable zoning ordinances.

Revenue Stamps: ~~\$104.25~~ ⁹⁴⁶⁴ 140.25

SIGNED AND SEALED this 15th day of February 2020.

① [Signature]
Don H. Carpenter, Jr.

① [Signature]
Elizabeth M. Carpenter

NOTARY AND ACKNOWLEDGMENT

STATE OF Oklahoma

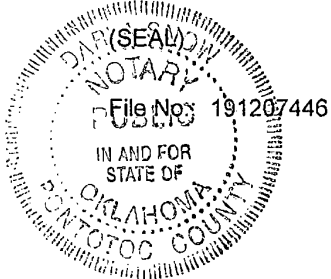
COUNTY OF Pontotoc

I, Darla Snow, a Notary Public for the County of Pontotoc and State of Oklahoma, do hereby certify that Don H. Carpenter, Jr. and Elizabeth M. Carpenter, husband and wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 5th of February 2020.

① [Signature]
Notary Public #01015437

My Commission Expires: 9-13-2021



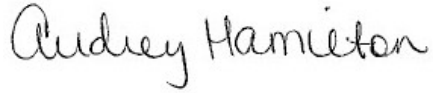
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This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 19th day of November, 2021 and that an agenda of said meeting was posted at the place of such meeting at 09:00 a.m. on the 25th day of January, 2022.



Audrey Hamilton, City of Durant

**MINUTES OF THE MEETING OF DURANT BOARD OF ADJUSTMENT
January 27, 2022 AT 5:30 PM, Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma**

CALL TO ORDER

Board of Adjustment Chair Rhynes called the meeting to order at 5:30 p.m.

INVOCATION/FLAG SALUTE

Board Member Jones provided the invocation. Board Chair Rhynes led the flag salute.

ROLL CALL

Present:

Board of Adjustment Chairman David Rhynes

Board of Adjustment Vice Chairman Mike Davis

Board Member Mike Allen

Board Member Wayne Jones

Board Member Conner Alford (appeared at 5:35 p.m.)

Absent:

None

ORDER OF BUSINESS

1. Consent Items

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

a. Consider Approval of Regular Meeting Minutes of November 18, 2021

Motion was made by Board Member Jones and seconded by Board Member Allen to approve the minutes as presented.

Motion Passed with the following vote:

Ayes: Rhynes, Davis, Allen, Jones

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Public Hearings

- a. BOA 2021-06 Request by Durant Independent School District (Washington Irving Elementary School) for a variance to §154.041 (C) (1) pertaining to the replacement of a nonconforming sign for property located at 812 W. Locust Street

Danielle O'Neal reviewed with the Board of Adjustment an application for a Variance from District Regulations as it pertains to a nonconforming sign for property located at 812 W Locust Street. The applicant approached staff regarding the desire to place an animated/moving sign at Washington Irving Elementary School. There is an existing lighted changeable letter sign that the applicant is wanting to replace the existing sign face to an animated/moving sign. The existing sign is considered nonconforming; however, a part of the nonconforming ordinance states the replacement of the sign would reduce visual clutter. Since the sign is going to an animated/moving sign, staff could not state that the replacement sign would reduce visual clutter. Therefore, the applicant is requesting a variance so they can replace the existing sign for an animated/moving sign. Notifications have been made to the surrounding property owners. At the time of this report, staff received a written response opposed to the request and a phone call stating they were for the request.

Duane Meredith, applicant, spoke in favor.

Motion was made by Board Member Alford and seconded by Board Member Jones to approve the request as presented.

Motion Passed with the following vote:

Ayes: Rhynes, Davis, Allen, Jones, Alford

Nays: None

Abstain: None

- b. BOA 2021-07 Request by Terry Bowler for a variance to §157.32 District Regulations pertaining to lot size requirements for property located at 2608 Rodeo Road

Danielle O'Neal reviewed with the Board of Adjustment an application for a Variance from District Regulations as it pertains to lot size requirements for property located at

2608 Rodeo Road. The applicant approached staff regarding the desire to place a manufactured home at the location; however, the current lot size does not meet the current requirements for the zoning type. Current requirements require a lot zoned A-1, General Agriculture to have a lot size minimum 5 acres. The lot in question is only 1 acre. The applicant is requesting a variance to the lot size requirements so he can place a manufactured home on the lot. Notifications have been made to the surrounding property owners. At the time of this report no letters or comments have been received by staff.

Terry Bowler, applicant, spoke in favor.

Motion was made by Board Member Alford and seconded by Board Member Allen to approve the request as presented.

Motion Passed with the following vote:

Ayes: Rhynes, Allen, Jones

Nays: Davis, Alford

Abstain: None

- c. BOA 2022-01 Request by Jose Narvaez for a variance to §157.032 District Regulations pertaining to lot size requirements for property located at 1415 W. Mississippi Street

Danielle O'Neal reviewed with the Board of Adjustment an application for a Variance from District Regulations as it pertains to lot size requirements for property located at 1415 W. Mississippi Street. The applicant approached staff regarding the desire to place a duplex style home at the location; however, the current lot size does not meet the current requirements for the zoning type. Current requirements for a lot zoned R-2, Two-Family Residential requires a lot area minimum of 8,000 square feet for a duplex/two-family home and requires a lot width at front building line of 80 feet. The lot does meet the lot area minimum, but does not meet the lot width at the front building line. Therefore, the applicant is requesting a variance to the lot size requirements in order to place a duplex type home on the lot. Notifications have been made to the surrounding property owners. At the time of this report staff has received one letter of support for this request.

Brian Moore, representative of applicant, spoke in favor.

Motion was made by Board Member Alford and seconded by Board Member Jones to approve a 10 foot variance which would allow a single family home.

Motion Passed with the following vote:

Ayes: Rhynes, Davis, Allen, Jones, Alford

Nays: None

Abstain: None

- d. BOA 2022-02 Request by Texoma Victory Real Property Investment LLC for a variance to §157.032 District Regulations pertaining to the front setback requirements for property located near West Main Street and State Highway 70

Danielle O'Neal reviewed with the Board of Adjustment an application for a Variance from District Regulations as it pertains the front setback for property located near State Highway 70 and West Main. The applicant went through the Preliminary Plat process for Phase II of the Durant Victory Subdivision in July, 2021. The original Preliminary Plat called for the front setbacks for lots 1-11 and lots 26-27 to be at 15 feet. The Planning Commission and City Council approved the preliminary plat with these lots having setbacks at 25 feet as required by the District Regulations. The application approached staff regarding the desire to ask for a variance for the setbacks of lots 1-11 and lots 26-27 to be at 15 feet. Lots 1 through 11 face Pluto Road and Mars Avenue. Lots 26-27 will face Venus Road. The applicants engineer states in a letter attached with the application that there is a 30-foot gas easement that runs on the back of lots 1-4 and a 50-foot gas easement that runs along the back of lots 5-11, causing a reduction in the buildable area of these lots. For lots 26 and 27, the letter is requesting the setbacks to match those within phase I lots 1-16, which received a variance last year. The applicant is asking for a variance of 10 feet on the front setback in order to have a similar buildable area as phase I of the development. Notifications have been made to the surrounding property owners. At the time of this report no letters or comments have been received by staff.

Henry Qu, applicant, spoke in favor.

Motion was made by Board Member Alford and seconded by Board Member Allen to approve a variance for a front setback of 15 feet for lots 1-11 and 26-27.

Motion Passed with the following vote:

Ayes: Rhynes, Allen, Jones, Alford

Nays: None

Abstain: Davis

4. New Business

There was no new business.

ADJOURNMENT

Board Chair Rhynes adjourned the meeting.

Durant Victory Subdivision - Phase 2

A PART OF THE SE/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 8 EAST, BRYAN COUNTY, STATE OF OKLAHOMA.

Texoma Victory Real Property Investments, LLC.
Owners

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Texoma Victory Real Property Investments, LLC., being the sole owner(s) in fee simple of the following described real property respectively, to wit:

LEGAL DESCRIPTION:
A tract of land situated in a part of the W/2 of the SE/4 of Section 26, Township 6 South, Range 8 East of the Indian Meridian and Baseline, in Bryan County, Oklahoma, more particularly described as follows: Commencing at a found mag nail with the SW Corner of the SE/4 of said Section 26;

Thence N 00°57'41" W, along the West line of the SE/4, a distance of 150.74 feet to a point on the North R.O.W. line of U.S. Highway 70;
Thence N 88°57'45" E, along said Right-of-Way line, a distance of 1.00 feet;
Thence N 00°57'41" W, parallel with the West line of the SE/4, a distance of 958.00 feet to the true POINT OF BEGINNING;
Thence N 88°57'45" E a distance of 73.52 feet;
Thence with a Curve turning to the right, with an arc length of 21.22 feet, with a radius of 13.50 feet, with a chord bearing of N 45°59'58" W, with a chord length of 19.10 feet;
Thence N 00°57'41" W, parallel with the West line of the SE/4, a distance of 301.48 feet;
Thence N 88°57'45" E a distance of 486.50 feet;
Thence N 00°54'44" W a distance of 160.00 feet;
Thence N 88°57'45" E a distance of 52.50 feet;
Thence with a Curve turning to the left, with an arc length of 21.18 feet, with a radius of 13.50 feet, with a chord bearing of N 44°01'30" E, with a chord length of 19.07 feet;
Thence N 00°54'44" W a distance of 173.00 feet;
Thence with a Curve turning to the left, with an arc length of 21.24 feet, with a radius of 13.50 feet, with a chord bearing of N 45°58'30" W, with a chord length of 19.11 feet;
Thence N 88°57'45" W a distance of 61.47 feet;
Thence N 00°54'44" W a distance of 197.43 feet to a point on the South line of the NW/4 of the NW/4 of the SE/4 of said Section 26;
Thence S 88°58'14" W, along the South line of the NW/4 of the NW/4 of the SE/4, a distance of 538.94 feet to a point on the West line of the SE/4;
Thence S 00°57'41" E, along the West line of the SE/4, a distance of 397.50 feet;
Thence S 88°57'45" E a distance of 1.00 feet;
Thence S 00°57'41" E, parallel with the West line of the SE/4, a distance of 475.00 feet back to the Point of Beginning.
Containing 7.70 acres, more or less as the case may be.

The above legal description was prepared by B.J. McIninch, PLS 1819 in the State of Oklahoma, on July 1, 2021. The basis of bearings for the above described tract being an Oklahoma State Plane Bearing (NAD 83) of N 00°57'41" W along the West line of the SE/4 of Section 26, Township 6 South, Range 8 East of the Indian Meridian and Baseline, in Bryan County, Oklahoma.

AND

A tract of land situated in a part of the W/2 of the SE/4 of Section 26, Township 6 South, Range 8 East of the Indian Meridian and Baseline, in Bryan County, Oklahoma, more particularly described as follows: Commencing at a found mag nail with the SW Corner of the SE/4 of said Section 26;
Thence N 88°57'39" E, along the South line of the SE/4, a distance of 772.25 feet;
Thence N 00°54'44" W a distance of 1618.72 feet to the true POINT OF BEGINNING on the West line of a tract of land conveyed to the Board of Trustees of the First United Methodist Church of Durant, Oklahoma filed in Book 1018 at Page 439;
Thence S 88°57'45" W a distance of 100.00 feet;
Thence N 00°54'44" W, parallel with the West line of said tract of land conveyed to the Board of Trustees of the First United Methodist Church of Durant, Oklahoma filed in Book 1018 at Page 439, a distance of 120.00 feet;
Thence N 88°57'45" E a distance of 100.00 feet to a point on the West line of a tract of land conveyed to the Board of Trustees of the First United Methodist Church of Durant, Oklahoma filed in Book 1018 at Page 439;
Thence S 00°54'44" E, along said West line of a tract of land conveyed to the Board of Trustees of the First United Methodist Church of Durant, Oklahoma filed in Book 1018 at Page 439, a distance of 120.00 feet back to the Point of Beginning.
Containing 0.28 acres, more or less as the case may be.

The above legal description was prepared by B.J. McIninch, PLS 1819 in the State of Oklahoma, on July 1, 2021. The basis of bearings for the above described tract being an Oklahoma State Plane Bearing (NAD 83) of N 88°57'39" E along the South line of the SE/4 of Section 26, Township 6 South, Range 8 East of the Indian Meridian and Baseline, in Bryan County, Oklahoma.

Texoma Victory Real Property Investments, LLC., offers for dedication to the public use of all streets, avenues, parks, public facilities and easements as shown on the annexed plat of Durant Victory Subdivision - Phase 2, to the City of Durant, Bryan County, State of Oklahoma. The transaction of this irrevocable offer of dedication shall be consummated upon the execution of the Certificate for Acceptance of Dedication, for the purpose of providing an orderly development of Durant Victory Subdivision - Phase 2, to Bryan County, State of Oklahoma, we do hereby provide restrictive covenants. Filed in Book ____, Page ____, of the records in the office of the County Clerk, Bryan County, Oklahoma.

STATE OF OKLAHOMA COUNTY OF BRYAN

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of ____, 2022, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.

Notary Public

Commission Expiration

Texoma Victory Real Property Investment, LLC. - (OWNERS)

Date

SURVEYOR NOTES:

- This survey was performed on the Oklahoma State Plane Coordinate System (NAD 83) and all bearings and distance shown hereon are indicative of said Grid system.
- U.S. Highway 70 plans were used in ascertaining the R.O.W. lines for said U.S. Highway 70.
- There are numerous utilities traversing the interior of subject parcel. Call OKIE before an excavation on site.
- The utilities shown hereon were located from visible field evidence. There appears to be numerous pipeline markers missing or destroyed in the pipeline right-of-ways. The surveyor does not warrant the exact position of each utility is as shown nor make up the entirety of utilities on site.
- The width of the right-of-way for the ONG L-62 pipeline shown on the supplied plat was taken from restriction of right of way document filed in Book 397 at Page 239-241, but positioned on the actual centerline of the pipeline.
- All Lot and Block Corners will be marked with a 3" steel pin with PLS 1819 ID cap unless otherwise noted.
- There is an intentional 1.00 foot strip of land between Mercury road and adjacent landowners for control of access to public road.
- Property being subject to all easements, rights-of-ways, restrictions, or covenants, filed of record, if any.

LICENSED LAND SURVEYORS CERTIFICATE

I, B.J. McIninch, a Licensed Land Surveyor in the State of Oklahoma, do hereby state that this plat of survey for Durant Victory Subdivision - Phase 2, an addition to the City of Durant, is based on an actual field survey, by myself, or under my direction, in conformance with the Oklahoma Minimum Standards for the Practice of Land Surveying. All lot and block corners of aforementioned plat will be 3" steel pins set with PLS 1819 ID cap unless otherwise shown on plat. This plat of Durant Victory Subdivision - Phase 2 is subject to easements and/or rights-of-way, covenants, and other restriction, either recorded, or implied, therefor.

B.J. McIninch 2-4-22
B.J. McIninch P.L.S. 1819 Date

STATE OF OKLAHOMA COUNTY OF BRYAN

Before me, the undersigned, a Notary Public in and for said County and State on this 4th day of February, 2022, personally appeared B.J. McIninch to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as him free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.

Justin Okada
Notary Public

August 26, 2022
Commission Expiration

COUNTY TREASURERS CERTIFICATE

I, _____, the duly elected and qualified County Treasurer of Bryan County, Oklahoma, do hereby certify that there are no unpaid taxes up to and including the year 2021 on the described real property known as Durant Victory Subdivision - Phase 2 being a part of Bryan County, State of Oklahoma, and the required security has been deposited in the office of the County Treasurer guaranteeing payment of the current years taxes.

Witness my hand this ____ day of ____, 2022.

County Treasurer

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

The Oklahoma State Department of Environmental Quality, certifies that this plat is approved for the construction of a ____ sewage disposal system and a ____ water system this ____ day of ____, 2022.

Environmental Specialist

COUNTY CLERK CERTIFICATE STATE OF OKLAHOMA COUNTY OF BRYAN

This instrument, _____, was filed on the ____ day of ____, 2022, at _____, and duly recorded in book ____, page ____.

County Clerk

DURANT CITY PLANNING COMMISSION - APPROVAL AND ACCEPTANCE

I, _____, Chairman of the Durant Planning Commission for the City of Durant, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat of Durant Victory Subdivision - Phase 2, on this ____ day of ____, 2022.

Chairman

Secretary

DURANT CITY COUNCIL - APPROVAL AND ACCEPTANCE

Let it be resolved by the City Council of the City of Durant, Bryan County, Oklahoma, that the streets, avenues, and easements for public use on this plat of Durant Victory Subdivision - Phase 2, to the City of Durant, Bryan County, Oklahoma and are hereby accepted. Adopted by the City Council of the City of Durant, Bryan County, Oklahoma, this ____ day of ____, 2022.

Signed _____ Signed: _____
Mayor City Clerk

BM SURVEYING, INC

2836 W. TWIN OAKS RD
CANBY, OKLAHOMA 74533
(580) 279-9544
BM.SURVEYING@YAHOO.COM

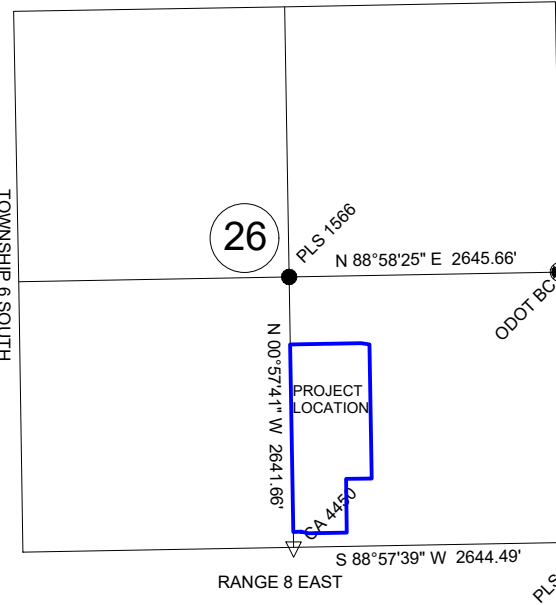
B.J. MCININCH - COPYRIGHT 2022
PROFESSIONAL LAND SURVEYOR - #1819
CERTIFICATE OF AUTHORIZATION - #7076

DURANT VICTORY SUBDIVISION PHASE 2

A PART OF THE SE/4 OF SECTION 26,
TOWNSHIP 6 SOUTH, RANGE 8 EAST
BRYAN COUNTY, STATE OF
OKLAHOMA.



VICINITY MAP



TREASURER

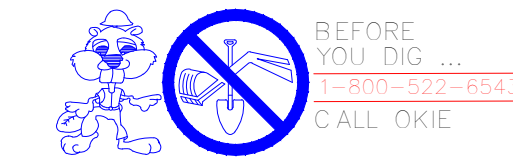
ENVIRONMENTAL
QUALITY

CLERK

-BASIS OF BEARINGS-
OKLAHOMA STATE PLANE BEARINGS
(NAD 83)
DETERMINED FROM G.P.S. OBSERVATIONS
CONTROLLING CORNERS ARE EXISTING MONUMENTS
FOUND AT THE SECTION AND QUARTER SECTION
CORNERS OF SECTION 26, TOWNSHIP 6 SOUTH,
RANGE 8 EAST, BRYAN COUNTY, OKLAHOMA

GENERAL NOTES

SUBJECT TO EASEMENTS AND/OR RIGHTS-OF-WAY, EITHER RECORDED, OR IMPLIED, THEREOF.
NO UTILITIES OF ANY KIND HAVE BEEN LOCATED EXCEPT THOSE SHOWN ON THE ABOVE PLAT.
CONTROLLING CORNERS FOR THIS SURVEY ARE AS SHOWN ON THE LOCATION MAP.
THIS IS NOT A VALID SURVEY WITHOUT THE SURVEYORS ORIGINAL SIGNATURE AND ORIGINAL SEAL.
PORTIONS OF THIS PLAT ARE IN COLOR. PHOTO AND ELECTRONIC COPIES OF THIS PLAT MAKE IT INVALID AND MAY ALTER ITS MEANING.



NO.	REVISION/ISSUE	DATE

SURVEY INFORMATION
FIELD WORK PERFORMED: 1-1-20 TO 1-21-20
DATE OF LAST SITE VISIT: 1-21-20
PLAT COMPLETED: PRELIM: 2-4-22

Project:
**TEXOMA VICTORY REAL
PROPERTY INVESTMENT, LLC**

DATE: 2-4-22

SCALE: 1" = 100'

SHEET NO. 1 OF 1



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Danielle O'Neal
Re: Discussion, Consideration and Possible Action on Ordinance O-2022-19, Amending and Updating Sections of Chapter 96, (Animals) of the Code of Ordinances of the City of Durant, Oklahoma
(1) Ordinance O-2022-19. Section 1-3.
(2) Ordinance O-2022-19. Section 4 (Emergency Clause).

Background: Several citizens raised concerns regarding having FFA show animals within city limits. City staff was asked to research and draft amendments to the animal ordinance and present that to City Council. Current ordinances do address swine, but do not address the other animals that are shown within FFA and 4-H. According to the Durant High School FFA instructor, they are over show cattle, sheep, goats and pigs. It was also mentioned that there are other animals that are shown by the 4-H groups, which are separate from FFA.

Analysis: Staff drafted some amendments to the animal ordinance by adding a definition of what would be considered a nuisance as well as amending a section to account for the other domestic farm animals, including FFA and 4-H show animals. A section was added that addresses the care, keeping and use of animals on a person's property. Including amending the next section so that there is sufficient enclosure for each animal. The last thing this ordinance update addresses is the keeping of chickens, which was something else that staff was dealing with.

Staff Recommendation: Staff recommends approval of Ordinance O-2022-19.

Required Action: Hear the item and approve or deny Ordinance O-2022-19. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

Staff recommends approval of Ordinance O-2022-19.

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

City Clerk
Neighborhood Services
Community Development

ATTACHMENTS:

1. Animal Ordinance Update

Ordinance No. O-2022-19

AN ORDINANCE AMENDING AND UPDATING SECTIONS OF CHAPTER 96, ANIMALS, OF THE DURANT CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the City Council of the City of Durant, Oklahoma

SECTION 1. Amending Chapter 96 of the Durant Code of Ordinances to amend / add the following:

§96.001 DEFINITIONS.

NUISANCE. For purposes of this chapter, any animal shall be deemed a public nuisance which:

- (1) Is repeatedly at large; three or more times;
- (2) Damages public or private property (other than its owners);
- (3) Wild by nature;
- (4) Is potentially dangerous;
- (5) Is dangerous;
- (6) Chases vehicles;
- (7) Trespasses on school grounds;
- (8) Attacks other domestic animals;
- (9) Barks, whines, howls or emits other noise excessively or continuously to the detriment of the public peace and order;
- (10) Engages in any behavior that requires a defensive action by any person to prevent bodily injury;
- (11) When unprovoked, chases or approaches a person, including a person on a bicycle, in an apparent attitude of attack;
- (12) Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (13) Causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored;
- (14) Is offensive or dangerous to the public health, safety, welfare by virtue of the number and/or types of animals maintained; or
- (15) Is maintained in an enclosure that does not sufficiently protect the public from the threat caused by an animal, considering the safety of the enclosure and the degree of aggressive and threatening behavior evidenced by the animal.

§96.005 ~~SWINE PROHIBITED~~ KEEPING OTHER ANIMALS.

- (A) No person shall keep, harbor, possess or maintain one or more domesticated farm animal per acre unless otherwise stated herein. "Domesticated farm animals" include horses, cows, mules, goats and similar animals.
- (1) Except on an unplatted agriculturally zoned tract, which is fully confirming with all requirements for the agriculture-zoning district (5 acres or more). See Chapter 156;
 - (2) As a FFA / 4-H show animal under the supervision of the county livestock agent or a licensed agricultural education instructor for exhibition purposes only; or
 - (3) As a part of the normal business operation of a licensed veterinarian or an animal hospital.

- (B) No swine shall be kept within the city except:
- (1) Temporarily in a stockyard awaiting transportation;
 - (2) Except on an unplatted agriculturally-zoned tract which is fully conforming with all requirements for the agriculture-zoned district (five acres or more). (See Chapter 156);
 - (3) As a FFA /4-H show animal under the supervision of the county livestock agent or a licensed agricultural education instructor for exhibition purposes only; or
 - (4) As a part of the normal business operation of a licensed veterinarian or an animal hospital.
- (C) (1) **MINITURE PIG** is hereby defined as a pig which, at maturity, is less than 22 inches high at the shoulder, less than 32 inches long, weighing less than 125 pounds, and which is registered with the North American Pot-Bellied Pig Association.

(2) A miniature pig may be kept as normal merchandise in commercially zoned property, or may be kept as a household pet in single-family residential or duplex property under the following conditions.

(a) Each such miniature pig shall be a pet which is kept for personal enjoyment, and not raised for human consumption.

(b) There shall not be more than two miniature pigs in excess of six months of age at each residence.

(c) The miniature pigs must be kept by their owners in a manner which does not violate other ordinances of the city nor create a nuisance the neighborhood.

(d) Miniature pigs must be kept confined within the building in which they are housed or within any associated fenced yards, or held by a harness and leash under the control of the owner or the owner's representative.

- (D) Except as provided otherwise, chickens or laying hens may be kept and maintained in Residentially Zoned property so long as:

(1) All appropriate zoning requirements are complied with;

(2) Such chickens or laying hens are maintained on land which the owner or occupant resides;

(3) Chickens or laying hens may only be kept under the following conditions:

a. No more than four (4) chickens or laying hens are allowed;

b. Roosters are not allowed;

c. The chickens are kept within a designated chicken coop and chicken run, unless supervised as described in [subsection] (m). Below;

d. The chicken coop and chicken run shall be located in the rear or backyard of a residential property. No part of the coops or run shall be located in the side or front yard;

e. The chicken coop and chicken run shall be attached and shall be located no closer than ten (10) feet from any side or rear property lines and no closer than twenty-five (25) feet from any dwelling unit other than the owner's. Moveable chicken enclosures are permitted as long as they meet the setbacks as indicated in this paragraph;

f. The minimum size for a chicken coop shall be four (4) square feet per animal and the chicken run shall be eight (8) square feet per animal;

g. During daylight hours, the chickens shall have access to a chicken run and a chicken coop;

h. From dusk until dawn, chickens shall be kept within the chicken coop as protection from predators;

i. Chicken coops shall be predator resistant and any open walls or windows shall be designed to prevent access by predators;

j. Chicken runs shall be adequately fenced and protected from predators;

- k. The outside openings of any enclosure shall be screened to prevent the spread of disease by flies and vermin;
- l. Water shall be provided onsite and accessible to chickens at all times;
- m. Chickens are permitted to be outside of a run or coop during daylight hours but must be supervised and contained inside a fenced yard at all times; chickens that stray outside the fenced yard may be regarded as a nuisance animal;
- n. All chicken enclosures shall be cleaned regularly to prevent an accumulation of food, fecal matter, or nesting material from creating a nuisance or unsanitary condition due to odor, vermin, debris or decay.
- o. Outdoor slaughter of chickens is prohibited.
- p. Electrical and heat sources shall comply with the City's building code.

(Prior Code, § 96.005) (Ord. 1845, passed 2-13-2018) Penalty, see § 96.999

§96.006 GENERAL REGULATIONS AS TO CARE, KEEPING AND USE OF ANIMALS ON PREMISES.

- (A) Every owner, caretaker or user of any animal within the city limits shall be required to observe the following rules, regulations and conditions in connection with the care, keeping and use of animals:
 - a. No owner shall fail to provide any animal with wholesome food and water sufficient to keep them in a well-nourished condition, nor fail to provide proper shelter from the weather, and veterinary care and treatment when needed to prevent disease and suffering. Food and water shall be served to animals in a clean, sanitary manner. The shelter shall have three (3) sides and a roof to maintain the animal's body warmth. Each individual animal shall have a minimum shelter size that is sufficient for each animal.
 - b. No person shall beat, torment, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight or other combat between animals and humans.
 - c. No person or keeper of an animal shall abandon any animal.
 - d. No person, except a licensed veterinarian, shall crop a dog's ears.
 - e. Every keeper of any animal shall maintain the area the animal is confined within a healthy sanitary manner to prevent any disease to their animal and others in the area.
 - f. The lot and stables wherein a bovine or equine is kept shall be maintained in a clean condition and free of all filth at all times. Manure and feces shall be removed from the stables or shelter weekly and the premises disinfected not less than twice annually.

§ 96.0078 BUILDINGS FOR ANIMALS; CONSTRUCTION AND CONDITIONS.

- (A) Every structure, building, or place wherein any animal is within the city shall be constructed of such material and in such manner that it can be kept clean and sanitary at all times and free from objectionable odors.
- (B) Every keeper of animals shall confine such animals in an enclosure sufficient to prevent them from running at large and of sufficient size to be conducive to good sanitation practices for the number of animals kept therein.

- (C) (1) Every such stable or building, if located within 200 feet of any tenement or apartment house, hotel, restaurant, boarding house, retail food store, building used for educational, religious, or hospital purposes or residence other than that occupied by the owner or occupant of the premises upon which such animal is kept, shall be provided with a water-tight and fly-tight receptacle for manure of such size as to hold all accumulations of manure.
 - (2) The receptacle shall be emptied sufficiently often and in such manner as to prevent it from being or becoming a nuisance and shall be kept covered at all times except when open during the deposit or removal of manure or refuse.
- (4) No manure shall be allowed to accumulate on such premises except in the receptacle.
- (D) No establishment wherein animals are kept shall be maintained closer than 40 feet to any apartment house, hotel, restaurant, boarding house, retail food store, building used for educational, religious, or hospital purposes, or residence other than that occupied by the owner or occupant of the premises upon which the animals are kept.

(Prior Code, § 96.007) Penalty, see § 96.999

SECTION 2.

That this ordinance and rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect after its approval as required by law.

SECTION 3. SEVERABILITY

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

SECTION 4. DECLARATION OF EMERGENCY

For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and of the inhabitants thereof, it is necessary that this ordinance shall be operative and go into effect immediately upon its passage, approval and publication.

PASSED AND ADOPTED by the Mayor and City Council of the City of Durant, Oklahoma on this 9th day of August 2022.

Oden Grube, Mayor
City of Durant, Oklahoma

ATTEST:

Cynthia J. Price, City Clerk



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Margret Southerland, Senior Citizen Center Director
Re: Discussion, Consideration and Possible Action Approving 2nd Amended Resolution 2019-19B Procedures and Functions for the Senior Citizen Advisory Committee

The Senior Citizen Advisory Committee first formed back in 2019. The board ceased having meetings during the Covid pandemic. As construction of the new senior center neared completion, the board desired to start meeting again. In the meantime, two of the original members were no longer on the committee (one had moved away and one resigned) and were not replaced. It was further discovered the terms of Resolution 2019-19 as to membership had not been followed. Additional revisions are proposed to correct the name of the committee and bring this committee in line with the general terms of the other advisory boards.

Council Information / Action Requested

Approve 2nd Amended Resolution 2019-19B Procedures and Functions for the Senior Citizen Advisory Committee

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

ATTACHMENTS:

1. 2019-19B 2nd Amended Procedures and Functions of Senior Citizen Advisory Committee NOT SIGNED
2. 2019-19B 2nd Amended Procedures and Functions of Senior Citizen Advisory Committee CLEAN COPY NOT SIGNED

2nd AMENDED RESOLUTION 2019-19B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DURANT PROCEDURES AND FUNCTIONS FOR THE SENIOR CITIZEN ADVISORY COMMITTEE

WHEREAS, the Durant City Council directs that a Senior Citizen Advisory Committee be and is hereby created; and

WHEREAS, it is necessary to clarify certain items relating to methods of appointment, terms of Office, functions; etc.

NOW, THEREFORE, BE IT RESOLVED, that the Durant City Council does hereby specify the following as it relates to the **Durant** Senior Citizens Advisory Committee.

1. MEMBERSHIP: The membership shall consist of seven (7) members appointed by the City Council. All members shall **be** reside **inside the city limits of the City of** Durant and **be** senior citizens (a senior citizen being anyone fifty-five (55) years of age or older.)

2. TERM OF MEMBERS: The term of office of all members of said Committee shall be three (3) years; provided that such members first appointed shall so classify themselves by lot that three (3) members shall terminate their office of the first day of September, **2021 2025** and four (4) members shall terminate their office on the first day of September, **2022 2026**. Each member shall serve at the pleasure of the Mayor and the City Council until his or her successor is appointed and qualified.

3. VACANCY: Vacancies on said Committee, for whatever cause, shall be filled by the City Council. Any member missing three (3) consecutive regular meetings without approval of the Committee shall be deemed as having vacated his or her seat on the Committee.

4. OFFICERS OF THE COMMITTEE: The **Durant** Senior Citizen Advisory Committee shall select one of its members as Chairman and one of its members as Vice-Chairman whose terms of office for said positions shall be one year.

5. OFFICE OF THE COMMITTEE: The **Durant** Senior Citizen Advisory Committee shall meet **monthly** on the first Thursday of every other month at 3:30 p.m. at the **Ron Cross Senior Activity Senior Center, 1421 Chuckwa Street** Durant City Hall Council Chambers, 300 West Evergreen, Durant, OK, **or as the Committee may establish from time to time** following proper notice **and shall hold at least one (1) regular meeting every two months**. Special meetings of the Committee may be called at any time by the Chairman, or by any four (4) or more members of the committee, by providing notice of said meeting as required by law.

6. ORGANIZATION AND PROCEDURE: The **Senior Citizen Advisory** Committee may make and alter all rules and regulations governing its organization and procedure not inconsistent with this resolution or any other Ordinance of the City. **Minutes shall be summary minutes. Meetings do not need to be recorded. Minutes shall be signed by Senior Citizens Advisory Committee Chairperson and the Secretary appointed to the committee.**

7. **SECRETARY TO THE SENIOR CITIZENS ADVISORY COMMITTEE:** The City Manager shall appoint an officer or an employee of the City who shall act as Secretary to the Senior Citizen Advisory Committee and who shall provide clerical assistance.

8. **FUNCTIONS OF THE SENIOR CITIZENS ADVISORY COMMITTEE:** The functions of the Senior Citizens Advisory Committee shall be to advise the City Council and City Manager on all matters relating to policies and programs which will serve all senior citizens of this community and shall include:

- a. Identifying the needs of Durant 's senior residents and create a citizen awareness of these needs.
- b. Advising the City Council on all matters affecting Durant's senior residents.
- c. Render advice and assistance to other City boards and committees, to City departments and to private agencies on matters affecting Durant's senior residents.
- d. Support existing services to Durant's senior residents, both public and private, and encourage coordination among organizations providing such services.
- e. In cooperation with other organizations, disseminate information on services available to Durant senior citizens.
- f. Perform such other functions and duties as may be directed by the City Council.
- g. Serve as an advocate for the needs of senior citizens
- h. Coordinate efforts with other governmental entities, private citizens, institutions, centers, and agencies.

BE IT FURTHER RESOLVED, that it is the intention of the Durant City Council that the Senior Citizens Advisory Committee shall function in an advisory capacity and shall not be an administrative body, and shall direct its activities to the service of all senior citizens, whether they be as individuals or groups, within the City of Durant.

NOW, THEREFORE, be it resolved that the Durant Mayor and City Council support the **Durant** Senior Citizens **Advisory Committee** and its dedicated efforts to improving the quality of life of its senior citizens.

PASSED AND ADOPTED this 9th day of August, 2022.

Oden Grube, Mayor

Attest:

Cynthia J. Price, City Clerk

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Oden Grube, Mayor

Attest:

Cynthia J. Price, City Clerk



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Discussion, Consideration, and Possible Action for Hardware Purchase Order Agreement (C-2021-68 Parts) to Purchase Spare Parts in the Amount of \$191,120 from Baron Weather, Inc. for the C-Doppler Weather Radar System Funded by the Oklahoma State Appropriation EMPG-2021-ARPA-1 (C-2021-68 GC).

The Weather Radar project is proceeding well, with expected delivery of the radar in August. On March 8, 2022, the Council approved for staff to purchase spare parts for the Weather Radar Proposals; however, at that time, staff did not include the additional Magnetron. The cost of the spare parts totaling \$ 191,120 is included in the project budget funded by the Oklahoma State Appropriation EMPG-2021-ARPA-1 (C-2021-68 GC). The pricing is "locked in" until August 15.

ATTACHMENT:

Purchase Order - Parts List

Council Information / Action Requested

Approval to Purchase Spare Parts as listed in the amount of \$191,120 (C-2021-68 Parts) for the C-Doppler Weather Radar System. (C-2021-68 GC)

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

The Grants and Emergency Management Departments will complete the requirements to order the spare parts.

ATTACHMENTS:

1. Weather Radar Radar Spare Parts List REV

HARDWARE PURCHASE ORDER

This Hardware Purchase Order (the “**Agreement**”) is made this the 8th day of July 2022 (the “**Effective Date**”) by and between Baron Weather, Inc., a Delaware corporation (“**Baron**”), with its principal place of business at 4930 Research Drive, Huntsville, Alabama, and The City of Durant., (“**Client**”) on behalf of The City of Durant, with its principal place of business at 300 W Evergreen Durant OK 74701. Baron and Client are referred to herein, collectively, as the “**Parties**” and each, individually, as a “**Party**.”

RECITALS

WHEREAS, Client desires to purchase Radar Spare Parts from Baron;

NOW, THEREFORE, the Parties agree as follows:

1. Baron shall sell to Client, and Client shall purchase from Baron, the hardware described on Exhibit A (the “**Hardware**”). Client will pay the purchase price listed on Exhibit A within 30 days of receipt of invoice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BARON WEATHER, INC.

By _____

Name: Michael Mougey

Title: CRO / President of Broadcast

The City of Durant

By _____

Name:

Title:

Date: _____

Initials: _____

EXHIBIT A
HARDWARE DESCRIPTION AND PURCHASE PRICE

Baron Gen3 350KW Magnetron Dual Pol Radar Included Spare Parts				
Assembly	Part	Cost	Recommended Quantity	Total Cost
Pedestal	Gearbox/Bearing	\$4,050	1	\$4,050
Pedestal	Motor	\$4,900	2	\$9,800
Pedestal	Servo Amp AZ	\$11,500	1	\$11,500
Pedestal	Servo Amp EL	\$11,500	1	\$11,500
Pedestal	Encoder Assembly	\$4,470	1	\$4,470
Pedestal	Drive Belt	\$52	1	\$52
Transmitter	Magnetron	\$37,000	2	\$74,000
Transmitter	IGBT Switch Card	\$1,368	5	\$6,840
Transmitter	Varistor Assy	\$496	1	\$496
RF Pallet	LNA	\$4,940	1	\$4,940
AME	Fiber Optic Mux	\$3,040	1	\$3,040
AME	Power Supply	\$3,648	1	\$3,648
AME	Step Attenuator	\$2,736	1	\$2,736
AME	Heater/Cooler	\$2,736	2	\$5,472
AME	STALO Assembly	\$3,500	1	\$3,500
AME	IFD	\$22,428	1	\$22,428
Shelter	RSP	\$7,600	1	\$7,600
Shelter	RCP	\$3,800	1	\$3,800
Shelter	Fiber Optic Mux	\$2,888	1	\$2,888
Shelter	Dehydrator	\$8,360	1	\$8,360
				\$191,120

Purchase Price: \$191,120

Date: _____
Initials: _____



The City of Durant

Memorandum

Date: 8/9/2022
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Discussion, Consideration, and Possible Action to Approve the Oklahoma Department of Environmental Quality (DEQ) 2023 Reimbursement Contract 103898 (C-2022-55) in the Amount of \$25,000 Funded Through the DEQ Solid Waste Reimbursement Program to Purchase Brush Chipper Equipment

On January 31, 2022, the Grants Department submitted a DEQ application requesting funding to purchase a brush chipper machine. Unfortunately, the requested amount of \$50,000 was not funded; however, a Contract has been awarded for a \$25,000 reimbursement. This Agreement was received on July 13 and will expire June 30, 2023.

Council Information / Action Requested

Approve the Oklahoma Department of Environmental Quality (DEQ) 2023 Reimbursement Contract 103898 (C-2022-55) in the Amount of \$25,000 Funded Through the DEQ Solid Waste Reimbursement Program to Purchase Brush Chipper Equipment.

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

Grants Department will assist Public Works with procurement and project management to ensure the grant guidelines are met.

ATTACHMENTS:

1. 2023 DEQ Chipper Equip Reimbursement Contract C-2022-55

REIMBURSEMENT CONTRACT

This Contract made for the reimbursement of the purchase of a chipper to manage storm debris, in support of administering the Oklahoma Solid Waste Management Act by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as "Department" and/or DEQ and City of Durant hereinafter referred to as "Contractor". In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and Department agree as follows:

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008; and 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);
- ii. DEQ hereby agrees to grant the Contractor funding for reimbursement of expenses related to completion of the project as agreed by both parties, as further described by the scope of work and budget in Attachment A.
- iii. In consideration of Contractor's completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. The maximum value of this Agreement shall not exceed \$25,000.00; however, DEQ must be billed for exact cost of the allowable services under this agreement; no overage will be paid.
- iv. The Contract shall be in effect for the period from the date the contract is signed by both parties, or the day an executed Purchase Order has been issued, whichever is later through June 30, 2023.

II. REQUIREMENTS FOR DEQ FUNDS:

- i. If equipment purchases are included as part of the project scope it shall be listed along with the work description of the project on Attachment A.
- ii. Records shall be maintained and accounts, including property, personnel and financial records that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: <https://asc.fasb.org/>. Effective control and accountability is maintained for all funds, property and other assets.
- iii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.
- v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must

- be used in the program or project for which it was acquired.
- vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least once every two years.
 - vii. Contractor may use, manage, and dispose of equipment purchased in accordance with State laws and procedures. Equipment purchased with DEQ funds may not be offered as collateral in any transactions, or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ.
 - viii. In consideration of the mutual covenants, Contracts, terms, conditions and provisions hereof, the Parties agree as follows:

III. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.
- v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at: https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.
- vii. Termination of Contract shall be based on:
 - a. **TERMINATION FOR CAUSE:** The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and

detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

- b. **TERMINATION FOR CONVENIENCE:** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

IV. COMPENSATION AND APPROPRIATIONS

- i. **COMPENSATION:** In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents| \$25,000.00 unless amended in writing and approved by Contractor and Department. Compensation may be less than that requested in Contractor's application.
- ii. **INVOICES AND PAYMENTS** Invoices shall be submitted monthly along with monthly progress reports. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.
- iii. **TAX EXEMPTION:** State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.
- iv. **APPROPRIATIONS:** The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract

document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding. This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

V. GENERAL PROVISIONS

- i. **PROVISIONS BINDING:** The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- ii. **ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- iii. **FORCE MAJEURE:** Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- iv. **AFFIRMATION OF STATE EMPLOYMENT:** Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.
- v. **INDEPENDENT CONTRACTOR:** In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.
- vi. **AUDIT AND RECORDS CLAUSE:** As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of

whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.

- vii. **NO GRANT OF AUTHORITY:** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- viii. **NO OTHER CONTRACT:** Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.
- ix. **ENTIRE CONTRACT:** This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- x. **AMENDMENT AND MODIFICATION:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.
- xi. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** The prospective primary participant and any subcontractor certifies to the

best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

- xii. **NOTICES:** Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
- xiii. **NO WAIVER:** Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- xiv. **SEVERABILITY:** The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
- xv. **CHOICE OF LAW:** Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.
- xvi. **CHOICE OF VENUE:** Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
- xvii. **INDEMNIFICATION:** The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice if applicable, and general liability insurance of no less than \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Contractor may not cancel or transfer the policy without giving the State thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the State with evidence of such insurance and renewals upon request. Notice of Self Insurance can also constitute policies and shall be provided for proof at the beginning of any renewal. Contractor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor, its employees, agents, or others for the payment of taxes or the

provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates.

- xviii. **DELIVERY: F.O.B. DESTINATION:** Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.
- xix. **COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007:** The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.
- xx. **COMPLIANCE WITH APPLICABLE LAWS:** The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- xxi. **MONITORING AND FINANCIAL COMPLIANCE REVIEW:** DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

- xxii. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxiii. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- xxiv. **Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or <mailto:AccountsPayable@deq.ok.gov> . Failure to comply may result in late payments. Invoices shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.
- xxv. **Unauthorized Obligation:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

In witness whereof, this Contract, consisting of twenty-two (22) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

City of Durant
PO Box 578
Durant, OK 74702

State of Oklahoma
Department of Environmental Quality
707 N. Robinson
Oklahoma City, Oklahoma, 73101-1677

Signature of Authorized Representative

John R. Dean Jr.

Printed Name of Authorized
Representative

Title of Authorized Representative

Signature of Authorized Representative

Kathy Aebischer

Printed Name of Authorized
Representative

Administrative Services Division, CFO
Title of Authorized Representative