

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**

December 13, 2022

CALL TO ORDER

INVOCATION/FLAG SALUTE

HOLIDAY PRESENTATION

ROLL CALL

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 November 8, 2022
- b. Consider Approval of Special Called Meeting Minutes of November 28, 2022
- c. Consider Approval of Budget Supplements BA 23-7
- d. Consider Approval of OMAG Insurance Renewals for Calendar Year 2023 in the Amount of \$206,784.00 for Property Coverage and \$156,218.00 for General Liability Coverage

- e. Consider Approval of Contract for Housing and Care of Municipal Prisoners (C-2022-77)
- f. Consider Approval of Adjusted Charges for Wastewater for Choctaw Nation of Oklahoma

2. Consider Items Removed from Consent

3. Information Items

- a. City Clerk Report - November 2022
- b. City Manager Monthly Report - November 2022
- c. Community Development Monthly Report - November 2022
- d. Economic Development Director Monthly Report
- e. Emergency Management Monthly Report - November 2022
- f. Finance Monthly Reports - October 2022 & Sales Tax Reports - November 2022
- g. Fire Department Monthly Report - November 2022
- h. Grants Dept - November 2022 Report
- i. Human Resources Report- November 2022
- j. Library Monthly Report - November 2022
- k. Neighborhood Services Monthly Report - November 2022
- l. Parks and Recreation Monthly Report- November 2022
- m. Police Department Monthly Report - October 2022
- n. Street Department Monthly Report - November 2022
- o. Proposed Mayoral Appointment of Municipal Judge and Alternate Municipal Judge

4. Administration

- a. Consider Approval of Ordinance O-2022-25 Declaring Ward Boundaries and Declaring an Emergency
- b. Consider Approval of Resolution No. 2022-19 Calling for Non-Partisan General Election of Council Member for Ward Three, Ward Four and At-Large in the City of Durant, Oklahoma
- c. Discussion, Consideration and Possible Action to Approve the Purchase of a Salt Spreader from Southwest Trailer & Equipment for the Purchase Price of \$6964.96
- d. Discussion, Consideration and Possible Action on a Re-Plat Request for Property Near Englewood Drive and Eppler Drive.
- e. Mobile License Plate Reader Trailer Unit (C-2022-65)

1. Discussion, Consideration, and Possible Action to Approve Purchase of a Mobile License Plate Reader Trailer from Vigilant Solutions, LLC for the

Durant Police Department - Utilizing Awarded Grant Funds by the 2023 OK Attorney General SAFE OK Program (C-2022-65) in the Amount of \$25,000 and Committed Match Funds for the Trailer Equipment, Software, Delivery, Installation, Training and License Fees.

2. Discussion, Consideration, and Possible Action to Approve Vigilant Solutions, LLC Enterprise Service Agreement (C-2022-65 SA) Related to the Mobile License Plate Reader Trailer Funded by 2023 SAFE OK Grant (C-2022-65).

f. License Plate Reader Equipment for Patrol Vehicle Units (C-2022-66)

1. Discussion, Consideration, and Possible Action to Approve Purchase of License Plate Reader Patrol Vehicle Unit Equipment from Vigilant Solutions, LLC for the Durant Police Department Utilizing Awarded Grant Funds by the Northern and Middle States Rural Law Enforcement Training and Technical Assistance Program Through the Bureau of Justice Assistance (BJA), Office of Justice Programs, U.S. Department of Justice in Supported by the National White Collar Crime Center (NW3C) Subaward Contract # 72-115 Related to BJA Grant Number 2020-MU-BX-K001 (C-2022-66) in the Amount of \$33,630 for Equipment, Software, Delivery, Installation, Training and License Fees.
2. Discussion, Consideration, and Possible Action to Approve Enterprise Service Agreement (C-2022-66 SA) Related to the License Plate Reader Equipment Funded by 2020-MU-BX-K001 (C-2022-66)

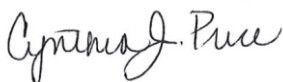
- g. Update, Discussion and Possible Action Regarding University Boulevard from Westside Drive to Gates Avenue Construction Project. Possible Actions May Include Approval of Contract Terms with Shiralli Construction Corp., Proposed Amended Contract Terms or Authorization for Staff to Prepare to Re-Bid Project

5. 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, 2022 and that an agenda of said meeting was posted at the place of such meeting at 5:50 p.m. on the 8th day of December, 2022. The amended agenda was posted at the place of such meeting at 5:15 p.m. on the 12th day of December, 2022.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of November 8, 2022

Council Information / Action Requested

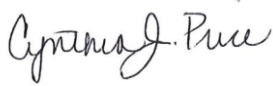
Approval of Regular Meeting Minutes of November 8, 2022

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

ATTACHMENTS:

1. Durant City Council Minutes 11082022 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 1:10 p.m. on the 4th day of November, 2022.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
November 8, 2022 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Vice Mayor Danny Sherrer called the meeting to order at 6:04 p.m.

INVOCATION/FLAG SALUTE

Drew Jackson provided the invocation. Council Member Steve Brittingham led the flag salute.

ROLL CALL

Present:

Council Member Steve Brittingham
Council Member Humphrey Miller
Council Member Curtis Morris
Vice Mayor Danny Sherrer
City Attorney Tom Marcum
City Manager Lisa Taylor
City Clerk Cynthia J. Price

Absent:

Mayor Oden Grube

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.

Mark Mesiti-Miller - Representative of Sustainable Durant, highlighted upcoming events.

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 October 11, 2022
- b. Consider Approval of Special Called Meeting Minutes of October 14, 2022
- c. Consider Approval of Budget Supplements BA 23-6
- d. Consider Approval of 2023 Meeting Schedule
- e. Consider Approval of the 2023 Holiday Schedule
- f. Consider Approval of Mayoral Appointment of Amy Hazell to Senior Citizen Advisory Committee

Motion To: Approve Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. City Clerk Monthly Report - October 2022
- b. City Manager Monthly Report
- c. Community Development Monthly Report - October 2022
- d. Emergency Management Monthly Report - October 2022
- e. Economic Development Monthly Report - October 2022
- f. Finance Monthly Reports- September 2022 & Sales Tax Reports- October 2022
- g. Fire Department Monthly Report - October 2022

- h. Grants Department Monthly Report - October 2022
- i. Human Resources Monthly Report - October 2022
- j. Library Monthly Report - October 2022
- k. Neighborhood Services Monthly Report - October 2022
- l. Police Department Monthly Report- September 2022
- m. Street Department Monthly Report - October 2022

4. Administration

- a. Discussion, Consideration and Possible Action on Phase 1 of the Final Plat Request for property located near South 9th Avenue and Rodeo Road (PC 2022-23).

Motion To: Approve Phase 1 of the Final Plat Request for Property Located Near South 9th Avenue and Rodeo Road (PC-2022-23)

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- b. Discussion, Consideration and Possible Action on Ordinance O-2022-28 a Rezoning Request from A-1, General Agriculture to R-1, Single-Family Residential for property located near Cemetery Road and Rodeo Road (PC2022-28).
 - (1) Ordinance O-2022-28. Section 1.
 - (2) Ordinance O-2022-28. Section 2. Emergency Clause.

Motion To: Deny Ordinance O-2022-28

Motion By: Steve Brittingham

Seconded By: Mike Morris

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- c. Discussion, Consideration and Possible Action on a Planned Unit Development (PUD) for property located near Cemetery Road and Rodeo Road. (PC2022-28).

No action.

- d. Consider Request to Vacate and Close a Portion of N. 10th Avenue North of University Boulevard Between Block Nine (9) and Block Eight(8) in Twin Oaks, an Addition to the City of Durant, Oklahoma and Authorize Staff to Give Notice to Franchisees Pursuant to Oklahoma State Statute

Motion To: Authorize Staff to Give Notice to Franchisees Pursuant to Oklahoma State Statute in Reference to Closing a Portion of N. 10th Avenue North of University Boulevard Between Block Nine (9) and Block Eight (8) in Twin Oaks.

Motion By: Curtis Morris

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- e. Proposed US Department of Transportation 2022 Strengthening Mobility and Revolutionizing Transportation (SMART) Planning Grant Established Through the Office of the Assistant Secretary for Research and Technology (OST-R) for City-Wide Traffic Signalization Improvements.

1. Discussion, Consideration, and Possible Action to Authorize City Staff to Prepare and Submit the 2022 US Department of Transportation SMART Program Planning Grant Application for City-Wide Signalization Improvements Plan

2. Discussion, Consideration, and Possible Action to Approve Resolution R-2022-16 Supporting the Project and Grant Application Submission.

3. Authorize the Mayor, Vice-Mayor or City Manager to Sign Grant Related Documents as Required within the Grant Guidelines.

Motion To: Authorize City Staff to Prepare and Submit the 2022 US Department of Transportation SMART Program Planning Grant Application for City-Wide Signalization Improvements Plan

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

Motion To: Approve Resolution R-2022-16 Supporting the Project and Grant Application Submission

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

Motion To: Authorize Mayor, Vice-Mayor or City Manager to Sign Grant Related Documents as Required Within the Grant Guidelines

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- f. Proposed OK Department of Transportation 2022 Transportation Alternatives Program (TAP) Grant in the Amount of \$673,600 to Continue the Rails to Trails Project.

- 1. Discussion, Consideration, and Possible Action to Authorize City Staff to Prepare and Submit the 2022 OK Department of Transportation TAP Program Grant Application for Funding to Continue to Rails to Trails Project.

- 2. Discussion, Consideration, and Possible Action to Approve Resolution R-2022-17 Supporting the TAP Project, Grant Application Submission and 20% Local Non-Federal Match in the Approximate Amount of \$168,250.

Grants Coordinator Rebecca Payne reported a scrivener's error stating the grant request should read \$674,080 instead of \$673,600.

Motion To: Authorize City Staff to Prepare and Submit the 2022 Department of Transportation TAP Program Grant Application for Funding in the Amount of \$674,080 to Continue the Rails to Trails Project

Motion By: Curtis Morris

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

Motion To: Approve Resolution R-2022-17 Supporting the TAP Project, Grant Application Submission and 20% Local Non-Federal Match in the Approximate Amount of \$168,520.

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Humphrey Miller

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of November 28, 2022

Council Information / Action Requested

Approval of Special Called Meeting Minutes of November 28, 2022

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

ATTACHMENTS:

1. Special Called Durant City Council Minutes 11282022 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 22nd day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 11:10 a.m. on the 23rd day of November, 2022.



Cynthia J. Price, City of Durant

**MINUTES OF THE SPECIAL CALLED MEETING OF DURANT CITY COUNCIL
November 28, 2022 AT 1:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Mayor Grube called the meeting to order at 1:07 p.m.

INVOCATION/FLAG SALUTE

A moment of silent prayer was observed. Vice Mayor Danny Sherrer led the flag salute.

ROLL CALL

Present:

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

Absent:

None

ORDER OF BUSINESS

1. Administration

- a. Discussion and Consideration of Action Regarding the Contract with Schiralli Construction, Inc., on the West University Boulevard Construction Project

Motion To: Authorize City Manager to Rescind Contract Termination

Motion By: Curtis Morris

Seconded By: Danny Sherrer

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Motion To: Approve Change Order No. 4 with Amendments as Discussed

Motion By: Danny Sherrer

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

- b. Discussion, Consideration, and Possible Action for Resolution R-2022-18 for Project Sponsorship Related to the Proposed OK Department of Transportation 2022 Transportation Alternatives Program (TAP) Grant Request in the Amount of \$674,080 Necessary to Construct the Pedestrian Bridge over Chuckwa Creek to Continue the Rails to Trails Project.

Motion To: Approve Resolution R-2022-18 Resolution of Project Sponsorship for a Transportation Alternatives Program Application and Maintenance Commitment

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: Humphrey Miller

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

CONTRACT CONDITIONS INCLUDED WITH CHANGE ORDER #4

1. By execution of Change Order #4, Owner, City of Durant ("City") agree to:
 - a) Rescind termination of Contract and reinstate Contract as executed except for items listed herein
 - b) Increase Contract Time to substantial / final completion by 270 days
 - (i) Substantial Completion 06/23/2023
 - (ii) Final Completion 07/24/2023
 - c) Adjust any milestone dates subject to adjustment for weather days and other delays requested and approved by the City.
 - d) Waive liquidated damages accrued to date
 - e) Pay actual remobilization costs of subcontractors W. Brown Enterprises, Inc., and Action Safety Supply Co. Costs will include detailed invoicing of equipment, employees, mileage, and other costs actually incurred and associated with remobilization only. Remobilization costs not to exceed \$60,000.00 combined. Agreed remobilization costs shall be divided into four equal installments and shall be paid to Contractor contingent upon the milestone completion deadlines set forth herein below. For each milestone deadline successfully completed, the City will distribute an installment of the agreed remobilization costs. Failure by Contractor to successfully complete work contemplated by any milestone deadline will result in the forfeiture of all unpaid remobilization installments and retention of installments by the City.
2. By execution of Change Order #4, Contractor, Schiralli Construction Corp. ("Contractor") agree to:
 - a) Mobilize and continue the project in accordance with original Contract except for items listed herein
 - b) Waive any/all claims for items including, but not limited to, extended general conditions and any extra/additional costs associated with performance of the Contract
 - c) Provide to the City by December 7, 2022, an action plan for aggregate base compaction on the portion of project between Gates Avenue and University Place.
 - d) Provide an overall staffing plan for the project by December 7, 2022, and additional weekly staffing plans for each week's planned work.
 - e) Provide a comprehensive traffic control plan by December 7, 2022, corresponding with project schedule updated weekly to reflect any modifications.
 - f) Meet weekly with the City and/or its designee and provide updates as to work completed and work planned for the upcoming week.
 - g) Complete the project for the funds remaining in the existing contract. No additional funds will be provided absent an approved change order.
 - h) Identify the subcontractor engaged to install the traffic signal at University Boulevard and Radio Road by December 7, 2022, and confirm the timing of the installation and the availability of the subcontractor to perform the installation in accordance with dates outlined in submitted schedule.
 - i) Meet the following milestone completion deadlines consistent with the schedule provided to the City by Contractor:

- | | |
|---|------------|
| i)Gates to University Place | 02/03/2023 |
| ii) University Place to Radio Road | 03/20/2023 |
| iii) Radio Road to Westside, West Bound | 05/15/2023 |
| iv) Radio Road to Westside, East Bound | 06/23/2023 |
- j) Pay Liquidated damages for failure to meet milestone deadlines outlined here in the amount of Two Thousand Dollars (\$2,000) per day.
- k) Provide a weekly schedule update to the city in a format consistent with the schedule provided. Schedule should clearly outline any anticipated delays and the course of action to return project to stated milestone completion dates.



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 23-7

Consider Approval of Budget Supplements BA 23-7
BA 23-7

#32 Appropriate Funds for General Fund Donation, Vehicle Maintn. Light replacement, Econ. Consulting Reimburse & Old Senior Cntr Cleanup.

#33 Appropriate Funds for Employee Insurance Legal fees.

#34 Appropriate Funds for IT Surplus Auction

#35 Appropriate Funds for FAA grant for Airport Project Professional Fees, Streets Snow Plow equip.

#36 Appropriate Funds for DIA TIF#3 TURBACEX & BCW Leases

#37 Appropriate Funds for Airport OMAG Lighting Repair Rollover from prior year

#38 Appropriate Funds for UA Bond Sinking Fund Local Trustee Fees

Council Information / Action Requested

Approval the BA 23-7

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

ATTACHMENTS:

1. BA 23-7 32 TO 38 Budget Adjustment Register



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT02070 - BA 23-7-32-38

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000098	FY 22/23 ORIGINAL BUDGET	BA23-7-32 TORUISM CHRISTM LIGHTING	12/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-000-361-4000	MISC. REVENUE	BA23-7-32 OMAG 4 & EVERGREEN LIGHT REPL	-6,624.00	-3,500.00	-10,124.00
December:	-3,500.00				
001-000-361-5608	DONATIONS TO FIRE DEPARTME...	BA23-7-32 DONATION TO OFFICE SUPPLIES	-545.00	-500.00	-1,045.00
December:	-500.00				
001-000-362-1000	MISC GRANTS-NON GOVERNEME...	BA23-7-32 TORUISM CHRISTM LIGHTING	-1,850.00	-10,000.00	-11,850.00
December:	-10,000.00				
001-000-362-8100	OK DOT GRANT REIMBS.	BA23-7-32 ECON PRJ CONSULTNT REIMBS	0.00	-24,000.00	-24,000.00
December:	-24,000.00				
001-008-550-5051	OFFICE SUPPLIES	BA23-7-32 DONATION TO OFFICE SUPPLIES	2,611.00	500.00	3,111.00
December:	500.00				
001-008-550-5663	VEHICLE MAINTENANCE	BA23-7-32 FD APPARATUS REPAIR	25,720.00	10,000.00	35,720.00
December:	10,000.00				
001-008-570-7200	TRAINING AND TRAVEL	BA23-7-32 TRSF FD VEHICLE MAINT	38,060.00	-10,000.00	28,060.00
December:	-10,000.00				
001-016-550-5673	SIGNAL LIGHT MAINTENANCE	BA23-7-32 OMAG 4 & EVERGREEN LIGHT REPL	50,000.00	3,500.00	53,500.00
December:	3,500.00				
001-017-530-3051	CONTRACT LABOR	BA23-7-32 ECON PRJ CONSULTNT ROLLOVER	9,000.00	8,000.00	17,000.00
December:	8,000.00				
001-019-550-5861	BUILDING HOLIDAY DECORATIO...	BA23-7-32 TORUISM CHRISTM LIGHTING	2,500.00	10,000.00	12,500.00
December:	10,000.00				
001-019-570-7800	FUND RESERVE	BA23-7-32 ECON PRJ CONSULTNT REIMBS	63,894.00	16,000.00	79,894.00
December:	16,000.00				
001-022-550-5051	OFFICE SUPPLIES	BA23-7-32 BLUEBEAM SOFTAWRE NEIGB.	1,800.00	500.00	2,300.00
December:	500.00				
001-022-550-5869	EQUIPMENT & FURNISHINGS	BA23-7-32 BLUEBEAM SOFTWARE NEIGB.	2,600.00	-500.00	2,100.00
December:	-500.00				
001-023-510-1100	SALARIES AND WAGES	BA23-7-32 OLD SENIOR CNTR CLEANUP	41,014.28	-5,000.00	36,014.28
December:	-5,000.00				
001-023-550-5656	BUILDING AND MAINTENANCE	BA23-7-32 OLD SENIOR CNTR CLEANUP	20,000.00	5,000.00	25,000.00
December:	5,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000099	FY 22/23 ORIGINAL BUDGET	BA 23-7-33 EMP INS LEGAL FEES	12/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
005-066-570-7010	MISC. EXPENDITURES	BA 23-7-33 EMP INS LEGAL FEES	50,000.00	50,000.00	100,000.00
December:	50,000.00				
005-066-570-7800	FUND RESERVE	BA 23-7-33 EMP INS LEGAL FEES	75,000.00	-50,000.00	25,000.00
December:	-50,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
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Budget Adjustment Register
Packet: GLPKT02070 - BA 23-7-32-38

BA0000100 FY 22/23 ORIGINAL BUDGET BA23-7-34 IT SURPLUS AUCTION 12/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
010-000-361-4000	MISC. REVENUE	BA23-7-34 IT SURPLUS AUCTION RENE BATES	-631.00	-432.00	-1,063.00
December:	-432.00				
010-020-570-7801	FUND RESERVE FOR CAP. EXP.	BA23-7-34 SURPLUS AUCTION RENE BATES	227,892.00	432.00	228,324.00
December:	432.00				

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000101 FY 22/23 ORIGINAL BUDGET BA23-7-35 FAA GRANT FOR PAVMNT DESIGN 12/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-362-7716	FAA GRANT	BA23-7-35 FAA GRANT FOR PAVMNT DESIGN	-152,065.00	-130,923.00	-282,988.00
December:	-130,923.00				
015-016-560-6212	STREET PROJECTS	BA23-7-35 SNOW PLOW-STRTS	238,000.00	-6,500.00	231,500.00
December:	-6,500.00				
015-016-560-6324	VEHICLES & EQUIPMENT	BA23-7-35 SNOW PLOW-STRTS	368,000.00	6,500.00	374,500.00
December:	6,500.00				
015-019-570-7800	FUND RESERVE	BA23-7-35 FAA GRANT FOR PAVMNT DESIGN	23,172.00	-14,547.00	8,625.00
December:	-14,547.00				
015-065-520-2136	PROFESSIONAL SERVICES	BA23-7-35 FAA GRANT FOR PAVMNT DESIGN	80,596.00	145,470.00	226,066.00
December:	145,470.00				

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000102 FY 22/23 ORIGINAL BUDGET BA23-7-36 TIF3 BURBACEX & BCW LEASE 12/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
020-000-361-2000	INDUSTRIAL BLDG. LEASE REVEN...	BA23-7-36 BCW LEASE	0.00	-15,919.00	-15,919.00
December:	-15,919.00				
020-000-375-0602	TIF#3-19 TUBACEX TAX REFND R...	BA23-7-36 TIF3 BURBACEX & BCW LEASE	-250,985.00	-24,923.00	-275,908.00
December:	-24,923.00				
020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	BA23-7-36 TIF3 BURBACEX & BCW LEASE	-2,535.00	-252.00	-2,787.00
December:	-252.00				
020-067-530-3502	TIF#3 19 TUBACEX REIMB PYMNT	BA23-7-36 TIF3 BURBACEX & BCW LEASE	250,985.00	24,923.00	275,908.00
December:	24,923.00				
020-067-570-7400	CONTINGENCY RESERVE	BA23-7-36 TIF3 BURBACEX & BCW LEASE	2,535.00	252.00	2,787.00
December:	252.00				
020-067-570-7400	CONTINGENCY RESERVE	BA23-7-36 BCW LEASE	2,535.00	15,919.00	18,454.00
December:	15,919.00				

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000103 FY 22/23 ORIGINAL BUDGET BA 23-7-37 ROLLOV OMAG LIGHTING REPLCEMNT 12/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
206-000-301-1000	BEGINNING UNENCUMBERED	BA 23-7-37 ROLLOV OMAG LIGHTING REPLCEMNT	-508,355.00	-281,300.00	-789,655.00
December:	-281,300.00				
206-065-510-1100	SALARIES AND WAGES	BA 23-7-37 COVER TERMINAL AIRCONDITION RE...	328,025.00	-35,000.00	293,025.00
December:	-35,000.00				
206-065-550-5658	TERMINAL BLDG. MAINTENANCE	BA 23-7-37 COVER TERMINAL AIRCONDITION RE...	25,000.00	35,000.00	60,000.00
December:	35,000.00				
206-065-550-5660	BUILDING MAINTENANCE	BA 23-7-37 ROLLOV OMAG LIGHTING REPLCEMNT	25,000.00	281,300.00	306,300.00

Budget Adjustment Register

Packet: GLPKT02070 - BA 23-7-32-38

December: 281,300.00

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000104	FY 22/23 ORIGINAL BUDGET	BA 23-7-38 LOCAL TRUSTEE FEES	12/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
210-000-301-1000	BEGINNING UNENCUMBERED	BA 23-7-38 LOCAL TRUSTEE FEES	-10,300,392.00	-4,000.00	-10,304,392.00
December: -4,000.00					
210-051-530-3033	LOCAL TRUSTEE FEE- 2013 NOTE	BA 23-7-38 LOCAL TRUSTEE FEES	0.00	2,000.00	2,000.00
December: 2,000.00					
210-054-530-3033	LOCAL TRUSTEE FEE- 2012A	BA 23-7-38 LOCAL TRUSTEE FEES	0.00	2,000.00	2,000.00
December: 2,000.00					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
23	FY 22/23 ORIGINAL BUDGET	001-000-361-4000	MISC. REVENUE	-6,624.00	-3,500.00	-10,124.00
		001-000-361-5608	DONATIONS TO FIRE DEPARTMENT	-545.00	-500.00	-1,045.00
		001-000-362-1000	MISC GRANTS-NON GOVERNMENT	-1,850.00	-10,000.00	-11,850.00
		001-000-362-8100	OK DOT GRANT REIMBS.	0.00	-24,000.00	-24,000.00
		001-008-550-5051	OFFICE SUPPLIES	2,611.00	500.00	3,111.00
		001-008-550-5663	VEHICLE MAINTENANCE	25,720.00	10,000.00	35,720.00
		001-008-570-7200	TRAINING AND TRAVEL	38,060.00	-10,000.00	28,060.00
		001-016-550-5673	SIGNAL LIGHT MAINTENANCE	50,000.00	3,500.00	53,500.00
		001-017-530-3051	CONTRACT LABOR	9,000.00	8,000.00	17,000.00
		001-019-550-5861	BUILDING HOLIDAY DECORATIONS	2,500.00	10,000.00	12,500.00
		001-019-570-7800	FUND RESERVE	63,894.00	16,000.00	79,894.00
		001-022-550-5051	OFFICE SUPPLIES	1,800.00	500.00	2,300.00
		001-022-550-5869	EQUIPMENT & FURNISHINGS	2,600.00	-500.00	2,100.00
		001-023-510-1100	SALARIES AND WAGES	41,014.28	-5,000.00	36,014.28
		001-023-550-5656	BUILDING AND MAINTENANCE	20,000.00	5,000.00	25,000.00
		005-066-570-7010	MISC. EXPENDITURES	50,000.00	50,000.00	100,000.00
		005-066-570-7800	FUND RESERVE	75,000.00	-50,000.00	25,000.00
		010-000-361-4000	MISC. REVENUE	-631.00	-432.00	-1,063.00
		010-020-570-7801	FUND RESERVE FOR CAP. EXP.	227,892.00	432.00	228,324.00
		015-000-362-7716	FAA GRANT	-152,065.00	-130,923.00	-282,988.00
		015-016-560-6212	STREET PROJECTS	238,000.00	-6,500.00	231,500.00
		015-016-560-6324	VEHICLES & EQUIPMENT	368,000.00	6,500.00	374,500.00
		015-019-570-7800	FUND RESERVE	23,172.00	-14,547.00	8,625.00
		015-065-520-2136	PROFESSIONAL SERVICES	80,596.00	145,470.00	226,066.00
		020-000-361-2000	INDUSTRIAL BLDG. LEASE REVENUE	0.00	-15,919.00	-15,919.00
		020-000-375-0602	TIF#3-19 TUBACEX TAX REFND REV	-250,985.00	-24,923.00	-275,908.00
		020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	-2,535.00	-252.00	-2,787.00
		020-067-530-3502	TIF#3 19 TUBACEX REIMB PYMNT	250,985.00	24,923.00	275,908.00
		020-067-570-7400	CONTINGENCY RESERVE	2,535.00	16,171.00	18,706.00
		206-000-301-1000	BEGINNING UNENCUMBERED	-508,355.00	-281,300.00	-789,655.00
		206-065-510-1100	SALARIES AND WAGES	328,025.00	-35,000.00	293,025.00
		206-065-550-5658	TERMINAL BLDG. MAINTENANCE	25,000.00	35,000.00	60,000.00
		206-065-550-5660	BUILDING MAINTENANCE	25,000.00	281,300.00	306,300.00
		210-000-301-1000	BEGINNING UNENCUMBERED	-10,300,392.00	-4,000.00	-10,304,392.00
		210-051-530-3033	LOCAL TRUSTEE FEE- 2013 NOTE	0.00	2,000.00	2,000.00
		210-054-530-3033	LOCAL TRUSTEE FEE- 2012A	0.00	2,000.00	2,000.00
23 Total:				-9,272,577.72	0.00	-9,272,577.72
Grand Total:				-9,272,577.72	0.00	-9,272,577.72

Fund Summary

Fund	Before	Adjustment	After
Budget Code:23 - FY 22/23 ORIGINAL BUDGET Fiscal: 2022-2023			
001	248,180.28	0.00	248,180.28
005	125,000.00	0.00	125,000.00
010	227,261.00	0.00	227,261.00
015	557,703.00	0.00	557,703.00
020	0.00	0.00	0.00
206	-130,330.00	0.00	-130,330.00
210	-10,300,392.00	0.00	-10,300,392.00
Budget Code 23 Total:	-9,272,577.72	0.00	-9,272,577.72
Grand Total:	-9,272,577.72	0.00	-9,272,577.72



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of OMAG Insurance Renewals for Calendar Year 2023 in the Amount of \$206,784.00 for Property Coverage and \$156,218.00 for General Liability Coverage

The property renewal reflects an 8% increase over 2022. The general liability renewal reflects a 13% increase over 2022.

Council Information / Action Requested

Approval of OMAG Insurance Renewals for Calendar Year 2023 in the Amount of \$206,784.00 for Property Coverage and \$156,218.00 for General Liability Coverage

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Joe Clark, Deputy Chief
Re: Consider Approval of Contract for Housing and Care of Municipal Prisoners (C-2022-77)

Council Information / Action Requested

Approval of Contract for Housing and Care of Municipal Prisoners (C-2022-77)

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

ATTACHMENTS:

1. C-2022-77 Contract for Housing and Care of Municipal Prisoners PARTIALLY SIGNED

CONTRACT FOR HOUSING AND CARE OF MUNICIPAL PRISONERS

COMES NOW the Bryan County Jail and the City of DURANT, Oklahoma (hereinafter "City"), and hereby enter into a contract whereby the Bryan County Jail agrees to provide for the feeding, care, housing, and upkeep of any municipal prisoners delivered to the Jail by the City; in exchange for such services being provided by the Jail, the City hereby agrees to pay the sum of \$ 46.00 per municipal prisoner for each day said prisoner's feeding, care, housing, and upkeep are provided for by the Jail. Pursuant to the Honorable Judge Mark Campbell of the 19th Judicial District's Administrative Order (AO-21-27), the cost of \$46.00 per prisoner each day is reasonable to be assessed upon prisoners that have been adjudged guilty or nolo contendere, or upon the finding of guilt. The details of the said contract are as follows

- I. The Jail is organized as a county jail.
- II. The City is an incorporated municipality of the State of Oklahoma.
- III. The services and monies contracted for herein are authorized by the provisions of 19 O.S. Sec. 180.43(B) and Sec. 904.3(2).
- IV. The Jail agrees to accept receipt of any municipal prisoners brought to the Bryan County Jail by the City and to provide for the feeding, care, housing, and upkeep of such municipal prisoners until such time as the incarceration of said municipal prisoners shall be caused to end. In exchange for such services, the City will pay a \$ 46.00 per day fee for the feeding, care, housing, and upkeep of each municipal prisoner charged with a misdemeanor offense whether filed through the District or City Court until release or discharge from the Jail. The City agrees to pay the Jail the sum of \$ 46.00 per municipal prisoner for each day such prisoner's feeding, care, housing, and upkeep of any particular municipal prisoner at a facility other than the Bryan County Jail should the need for such arise; however, in any such cases the sum to be paid by the City will not exceed or alter in any way the contract rate provided herein.
 - A. The City and the Bryan County Jail shall agree that the definition of the term "day" as used in this agreement be as follows: ***A person shall be considered to have served one day for purposes of fee assessment by their immediate acceptance into the facility. However, the next day's fee will not be assessed until the prisoner has been incarcerated for at least 8 hours regardless of the passing of the midnight hour and the beginning of a new day.***
 - B. The City will not be assessed any prisoner fee regarding the service of or arrest of persons wanted for outstanding warrants when those warrants were issued by Bryan County or any other jurisdiction other than the City. The City agrees that their arresting officer will notify the corresponding Judge of any charges filed through the Municipal Court and said arrestee will be arraigned within 72 hours.
 - C. The Jail agrees to the monthly review of the billing by the City and to enter into good faith negotiations on those issued regarding billing where discrepancies or objections arise.
- V. The monies received under this Contract shall be the funds of the Bryan County Sheriff's Office and will be deposited into the City Prisoners Account with the Bryan County Treasurer pursuant to the dictates of 19 O.S. Sec. 180.43(B).
- VI. Any medical expenses incurred by a municipal prisoner while incarcerated at the Jail will be handled pursuant to applicable state law, including (but not limited to), 19 O.S. Sec. 746, 57 O.S. Sec. 52, and 11 O.S. Sec. 14-113. The Sheriff will not be responsible for any pre-existing medical condition.

- VII. The City is required by this Contract to pay monies due and owing under this Contract for the feeding, care, housing, and upkeep of any municipal prisoners housed by the Jail by the 15th day of each month for any such charges having accrued over the previous (30) days.
- VIII. The term of this Contract will be from July 1, 2022, to June 30, 2023. Such contract will automatically renew after said latter date and continue in full force and effect unless and until either the Jail or the City repudiates same in writing.
- IX. The municipal officer will maintain care and control of the prisoner until the book-in procedure is complete and/or the confinement officer has accepted custody and control over the prisoner.

This Contract is hereby executed and entered into this _____ day of _____, 20 ____.

Bryan County Jail by:

the City of _____, Oklahoma by:

Johnny Christian, Sheriff

Joe Clark, Deputy Chief of Police

Tony Simmons, Chairman of the Board
Of County Commissioners

Oden Grube, Mayor

Subscribed and sworn to before me this _____
day of _____, 20 ____.

Notary _____

Commission No. _____

Expires on: _____

Subscribed and sworn to before me this _____
day of _____, 20 ____.

Notary _____

Commission No. _____

Expires on: _____



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Lisa Taylor, City Manager
Re: Consider Approval of Adjusted Charges for Wastewater for Choctaw Nation of Oklahoma

In 2019, Choctaw Nation granted \$700,000 to the City of Durant to be used as matching funds for a \$1.5 Million EDA Grant. The money was used to make substantial improvements at the Wastewater Treatment Plant.

Council Information / Action Requested

Approval Adjusted Charges as Proposed.

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

ATTACHMENTS:

1. Industrial Pretreatment Section 53
2. Adjusted Choctaw Charges (1)

a bar to, or a prerequisite for, taking any other action against the user.

(Prior Code, § 53.112) (Ord. 1590, passed 4-14-2009)

JUDICIAL ENFORCEMENT REMEDIES

§ 53.185 IN GENERAL.

The following judicial enforcement remedies may be utilized when any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement has been violated.

(Prior Code, § 53.119) (Ord. 1590, passed 4-14-2009)

§ 53.186 INJUNCTIVE RELIEF.

When the IPD finds that a user has violated, or continues to violate, any provision of this chapter, an individual or general wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the IPD may petition the District Court of Bryan County through the City Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The IPD may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(Prior Code, § 53.120) (Ord. 1590, passed 4-14-2009)

§ 53.187 CIVIL PENALTIES.

(A) A user who has violated, or continues to violate, any provision of this chapter, an individual or general wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement intentionally or negligently shall be liable to the city for a civil penalty of \$1,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(B) The IPD may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the city.

(C) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(D) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(Prior Code, § 53.121) (Ord. 1590, passed 4-14-2009)

§ 53.188 CRIMINAL PROSECUTION.

(A) A user who willfully or negligently violates any provision of this chapter, an individual or general wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 per violation, per day or imprisonment for not

more than 90 days or both such fine and imprisonment.

(B) A user who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of not more than \$1,000 or be subject to imprisonment for not more than 90 days, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.

(C) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, individual or general wastewater discharge permit or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter shall, upon conviction, be punished by a fine of not more than \$1,000 per violation, per day, or imprisonment for not more than 90 days or both such fine and imprisonment.

(Prior Code, § 53.122) (Ord. 1590, passed 4-14-2009)

§ 53.189 REMEDIES NONEXCLUSIVE.

The remedies provided for in this chapter are not exclusive. The IPD may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the IPD may take other action against any user when the circumstances warrant. Further, the IPD is empowered to take more than one enforcement action against any noncompliant user.

(Prior Code, § 53.123) (Ord. 1590, passed 4-14-2009)

SUPPLEMENTAL ENFORCEMENT REMEDIES

§ 53.200 IN GENERAL.

The following supplemental enforcement remedies may be utilized when any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement has been violated.

(Prior Code, § 53.129) (Ord. 1590, passed 1-14-2009)

§ 53.201 PERFORMANCE BONDS.

The IPD may decline to issue or reissue an individual or general wastewater discharge permit to any user who has failed to comply with any provision of this chapter, a previous individual or general wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, unless such user first files a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the IPD to be necessary to achieve consistent compliance.

(Prior Code, § 53.130) (Ord. 1590, passed 4-14-2009)

§ 53.202 LIABILITY INSURANCE.

The IPD may decline to issue or reissue an individual or general wastewater discharge permit to any user who has failed to comply with any provision of this chapter, a previous individual or general wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

(Prior Code, § 53.131) (Ord. 1590, passed 4-14-2009)

§ 53.203 WATER SUPPLY SEVERANCE.

Whenever a user has violated or continues to violate any provision of this chapter, an individual or general wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

(Prior Code, § 53.132) (Ord. 1590, passed 4-14-2009)

§ 53.204 PUBLIC NUISANCES.

A violation of any provision of this chapter, an individual or general wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the IPD. Any person(s) creating a public nuisance shall be subject to the provisions of §§ 95.55 through 95.66 of this code of ordinances governing such nuisances, including reimbursing the city for any costs incurred in removing, abating, or remedying said nuisance.

(Prior Code, § 53.133) (Ord. 1590, passed 4-14-2009)

§ 53.205 CONTRACTOR LISTING.

Users which have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the city. Existing contracts for the sale of goods or services to the city held by a user found to be in significant noncompliance with pretreatment standards or requirements may be terminated at the discretion of the IPD.

(Prior Code, § 53.134) (Ord. 1590, passed 4-14-2009)

AFFIRMATIVE DEFENSES**§ 53.220 IN GENERAL.**

The following may be considered affirmative defenses to discharge violations.

(Prior Code, § 53.139) (Ord. 1590, passed 4-14-2009)

§ 53.221 UPSET.

(A) For the purposes of this section, *UPSET* means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An *UPSET* does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(B) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of division (C) below are met.

(C) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and the user can identify the cause(s) of the upset;

(2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

(3) The user has submitted the following information to the IPD within 24 hours of becoming

aware of the upset if this information is provided orally, a written submission must be provided within five days:

(a) A description of the indirect discharge and cause of noncompliance;

(b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; or

(c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(D) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

(E) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

(F) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

(Prior Code, § 53.140) (Ord. 1590, passed 4-14-2009)

§ 53.222 PROHIBITED DISCHARGE STANDARDS.

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in § 53.015(A) of this chapter or the specific prohibitions

in §§ 53.015(B)(3) through (B)(7) of this chapter if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

(A) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or

(B) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the city was regularly in compliance with its OPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

(Prior Code, § 53.141) (Ord. 1590, passed 4-14-2009)

§ 53.223 BYPASS.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BYPASS. The intentional diversion of wastestreams from any portion of a user's treatment facility.

SEVERE PROPERTY DAMAGE. Substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. **SEVERE PROPERTY DAMAGE** does not mean economic loss caused by delays in production.

(B) *Allowing to occur.* A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of divisions (C) and (D) below.

(C) Bypass notifications.

(1) If a user knows in advance of the need for a bypass, it shall submit prior notice to the IPD, at least ten days before the date of the bypass, if possible.

(2) A user shall submit oral notice to the IPD of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The IPD may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

(D) Bypass.

(1) Bypass is prohibited, and the IPD may take an enforcement action against a user for a bypass, unless:

(a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(c) The user submitted notices as required under division (C) above.

(2) The IPD may approve an anticipated bypass, after considering its adverse effects, if the IPD determines that it will meet the three conditions listed in division (D)(1) above.

(Prior Code, § 53.142) (Ord. 1590, passed 4-14-2009)

FEES**§ 53.235 IN GENERAL.**

The purpose of pretreatment fees and surcharges is to provide for the recovery of costs from users of the city's wastewater disposal system for the implementation of the program established by this chapter. The applicable charges or fees shall be set forth in the city's schedule of charges and fees. See also § 53.022 of this chapter.

(Prior Code, § 53.149) (Ord. 1590, passed 4-14-2009)

§ 53.236 FEES.

(A) The city may adopt reasonable fees for reimbursement of costs of setting up and operating the city's pretreatment program, which may include but are not limited to:

(1) Fees for wastewater discharge permit issuance and renewal including the cost of processing such applications;

(2) Fees for monitoring, inspection, and surveillance procedures, including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports and certification statements submitted by users;

(3) Fees for reviewing and responding to accidental discharge procedures and construction;

(4) Fees for filing appeals;

(5) Fees to recover administrative and legal costs (not included in § 53.251 of this chapter) associated with the enforcement activity taken by the IPD to address industrial user noncompliance;

(6) Fees for dumping septage (must have prior approval of the Wastewater Treatment Plant Superintendent before dumping); and

(7) Other fees as the city may deem necessary to carry out the requirements contained herein.

(B) These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the city. (Prior Code, § 53.150) (Ord. 1590, passed 4-14-2009)

§ 53.237 SURCHARGES.

(A) Surcharges will be administered for the discharge of excessive strength BOD₅, TSS, and FOG when the limits stated in this chapter are exceeded. These charges are in addition to any sewer use charges incurred by the user and shall be according to the fee schedule.

(1) For the purpose of this section, **EXCESSIVE STRENGTH WASTEWATER** means wastewater discharged into the POTW in which the average concentrations of biochemical oxygen demand (BOD₅) exceeds 225 mg/l, and/or the average concentration of total suspended solids (TSS) exceeds 200 mg/l, and/or the average concentration of fats, oils, and grease (FOG) exceeds 200 mg/l.

(2) In order to recover the costs of treating excessive strength wastewater, the city reserves the right to apply a surcharge to any user identified as discharging excessive strength wastewater. Surcharges shall be calculated on the basis of mass (measured in pounds) in accordance with the following formula:

P	=	$(C - X) \times MG \times 8.34$
Where:		
P	=	Pounds of pollutant applicable to surcharge
C	=	Concentration of pollutant in mg/l measured in the discharge
X	=	Allowable concentration of pollutant in mg/l
MG	=	Total flow in million gallons discharged during the reporting period
8.34	=	Conversion factor

(3) There will be no surcharge, nor will there be any reduction in the base level charge, when C is equal to or less than the concentration limits for each respective pollutant.

(4) If only one sample is collected during the reporting period, any surcharge fee that is applicable to said sample shall apply to the total flow discharged in the reporting period both before and after the sample is collected.

(5) If more than one sample is collected during the reporting period, the first sample surcharge is calculated by using the total flow discharged from the first day of the reporting period until the date of the second sample. The second sample surcharge is calculated using the remaining days in the reporting period. Subsequent sample surcharges shall be calculated in the same manner using the total flow discharged until the date of subsequent sample collection.

(B) The sewage from individual residences known to discharge only domestic wastewater is assumed to be of normal strength and will not ordinarily be analyzed. (Prior Code, § 53.151) (Ord. 1590, passed 4-14-2009)

MISCELLANEOUS PROVISIONS**§ 53.250 SEVERABILITY.**

If any provision of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions shall not be effected and shall continue in full force and effect.

(Prior Code, § 53.160) (Ord. 1590, passed 4-14-2009)

§ 53.251 TOXIC POLLUTANT CHARGES.

Each industrial user that discharges any toxic pollutants which cause an increase in the cost of managing or effectively treating the effluent or the sludge of the treatment works shall pay for such increased costs.

(Prior Code, § 53.161) (Ord. 1590, passed 4-14-2009)

§ 53.252 DISPOSITION OF FUNDS.

The funds derived from the fees and charges provided for in this chapter shall be deposited in the general revenues of the city, to be used for the upkeep, maintenance, extension, and repair of the POTW and for such other uses as the City Council may deem fit.

(Prior Code, § 53.162) (Ord. 1590, passed 4-14-2009)

Adjusted Choctaw Charges 12/1/22

BOD

BOD mg/l x Flow MGD x 8.34 x .5

<i>Date</i>	<i>BOD</i>	<i>Flow</i>	<i>8.34</i>	<i>0.5</i>	<i>Surcharge</i>	<i>Violation Fine</i>	<i>Total</i>
Oct-22	693.93	0.290	8.34	0.50	839.17	\$1,000.00	\$1,839.17
Sep-22	260.21	0.290	8.34	0.50	314.67	\$1,000.00	\$1,314.67
Aug-22	419.20	0.290	8.34	0.50	506.94	\$1,000.00	\$1,506.94
Jul-22	122.35	0.290	8.34	0.50	147.96	\$1,000.00	\$1,147.96
Jun-22	251.69	0.290	8.34	0.50	304.37	\$1,000.00	\$1,304.37
May-22	526.13	0.290	8.34	0.50	636.25	\$1,000.00	\$1,636.25
Apr-22	377.50	0.290	8.34	0.50	456.51	\$1,000.00	\$1,456.51
Mar-22	151.65	0.290	8.34	0.50	183.39	\$1,000.00	\$1,183.39
Feb-22	438.88	0.290	8.34	0.50	530.74	\$1,000.00	\$1,530.74
Jan-22	255.94	0.290	8.34	0.50	309.51	\$1,000.00	\$1,309.51
Dec-21	694.20	0.290	8.34	0.50	839.50	\$1,000.00	\$1,839.50
Nov-21	227.70	0.290	8.34	0.50	275.36	\$1,000.00	\$1,275.36
Oct-21	153.73	0.290	8.34	0.50	185.91	\$1,000.00	\$1,185.91
Sep-21	103.53	0.290	8.34	0.50	125.20	\$1,000.00	\$1,125.20
Aug-21	56.10	0.290	8.34	0.50	67.84	\$1,000.00	\$1,067.84
Jul-21	108.38	0.290	8.34	0.50	131.06	\$1,000.00	\$1,131.06
Jun-21	98.35	0.290	8.34	0.50	118.93	\$1,000.00	\$1,118.93
May-21	285.82	0.290	8.34	0.50	345.64	\$1,000.00	\$1,345.64
Apr-21	458.08	0.290	8.34	0.50	553.96	\$1,000.00	\$1,553.96
Mar-21	149.66	0.290	8.34	0.50	180.98	\$1,000.00	\$1,180.98
Feb-21	1861.13	0.290	8.34	0.50	2250.66	\$1,000.00	\$3,250.66
Jan-21	2274.08	0.290	8.34	0.50	2750.04	\$1,000.00	\$3,750.04
Dec-20	1338.40	0.290	8.34	0.50	1618.53	\$1,000.00	\$2,618.53
Nov-20	227.00	0.290	8.34	0.50	274.51	\$1,000.00	\$1,274.51
Oct-20	523.00	0.290	8.34	0.50	632.46	\$1,000.00	\$1,632.46
27-Jan-21			8.34	0.50	0.00	\$1,000.00	\$1,000.00
20-Jan-21			8.34	0.50	0.00	\$1,000.00	\$1,000.00
						Total	\$41,580.09

TSS
TSS mg/l x Flow MGD x 8.34 x .4

<i>Date</i>	<i>TSS</i>	<i>Flow</i>	<i>8.34</i>	<i>0.4</i>	<i>Surcharge</i>	<i>Violation Fine</i>	<i>Total</i>
Oct-22	578.00	0.290	8.34	0.40	559.18	\$1,000.00	\$1,559.18
Sep-22	188.00	0.290	8.34	0.40	181.88	\$1,000.00	\$1,181.88
Aug-22	68.00	0.290	8.34	0.40	65.79	\$1,000.00	\$1,065.79
Jul-22	40.00	0.290	8.34	0.40	38.70	\$1,000.00	\$1,038.70
Jun-22	164.00	0.290	8.34	0.40	158.66	\$1,000.00	\$1,158.66
May-22	248.00	0.290	8.34	0.40	239.93	\$1,000.00	\$1,239.93
Apr-22	1276.00	0.290	8.34	0.40	1234.45	\$1,000.00	\$2,234.45
Mar-22	157.33	0.290	8.34	0.40	152.21	\$1,000.00	\$1,152.21
Feb-22	658.59	0.290	8.34	0.40	637.15	\$1,000.00	\$1,637.15
Jan-22	237.00	0.290	8.34	0.40	229.28	\$1,000.00	\$1,229.28
Dec-21	1800.00	0.290	8.34	0.40	1741.39	\$1,000.00	\$2,741.39
Nov-21	198.40	0.290	8.34	0.40	191.94	\$1,000.00	\$1,191.94
Oct-21	220.00	0.290	8.34	0.40	212.84	\$1,000.00	\$1,212.84
Sep-21	72.00	0.290	8.34	0.40	69.66	\$1,000.00	\$1,069.66
Aug-21	1100.00	0.290	8.34	0.40	1064.18	\$1,000.00	\$2,064.18
Jul-21	340.00	0.290	8.34	0.40	328.93	\$1,000.00	\$1,328.93
Jun-21	303.33	0.290	8.34	0.40	293.45	\$1,000.00	\$1,293.45
May-21	399.00	0.290	8.34	0.40	386.01	\$1,000.00	\$1,386.01
Apr-21	957.00	0.290	8.34	0.40	925.84	\$1,000.00	\$1,925.84
Mar-21	349.33	0.290	8.34	0.40	337.96	\$1,000.00	\$1,337.96
Feb-21	405.00	0.290	8.34	0.40	391.81	\$1,000.00	\$1,391.81
Jan-21	2461.00	0.290	8.34	0.40	2380.87	\$1,000.00	\$3,380.87
Dec-20	1140.00	0.290	8.34	0.40	1102.88	\$1,000.00	\$2,102.88
Nov-20	302.66	0.290	8.34	0.40	292.81	\$1,000.00	\$1,292.81
Oct-20	248.00	0.290	8.34	0.40	239.93	\$1,000.00	\$1,239.93
			8.34	0.40	0.00		\$0.00
			8.34	0.40	0.00		\$0.00
						Total	\$38,457.71

Note: The violations on 1/20/21 & 1/27/21 were from pH being too low, which is in violation of Ordinance 1590.

Combined Total	\$80,037.80
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The City of Durant

Memorandum

Date: 12/13/2022
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: 12/13/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: City Clerk Report - November 2022

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. CITY CLERK REPORT -DECEMBER 2022

CITY CLERK MONTHLY INFORMATION REPORT

DECEMBER 13, 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.

I have created an additional attached spreadsheet which will allow you to track the court collection activities of Perdue Law Firm. There has been \$10,593.58 collected in intercepts through the Oklahoma Tax Commission Warrant Program for 2022 to date.

SPECIAL EVENT PERMIT APPLICATIONS -

There were no Special Event Permit Applications received in November, 2022.

Events Held in City of Durant in November 2022:

Pride of Durant Pep Rally – November 3, 2022;

First Friday – November 4, 2022;

Tailgate Alley – SOSU Foundation – November 5, 2022

Maker's Market – November 5, 12, 19, 26, 2022;

Veterans Day Parade – November 11, 2022

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

First Friday – December 2, 2022;

Maker's Market – December 3, 10, 17, 24, 31, 2022;

Christmas Parade – December 6, 2022

Okie Toy Run – December 11, 2022

RECORD REQUESTS -

There were seven (7) record requests received and processed in November 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 -

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 November 2022:

Durant City Council (2 Meetings);
Durant City Utility Authority (1 Meeting);
Durant Airport Authority;
Parks and Recreation Advisory Board;

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	325	47	53	242	18	16	496	57	73	344	42	64
Sep	407	35	36	211	17	7	145	35	40	220	28	36
Oct	313	23	22	255	17	30	235	36	51	214	24	48
Nov	277	19	41	195	21	23	275	38	44	170	31	44
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	0	0	0	7	2	5	74	13	22
Sep	0	0	0	0	0	2	43	11	7
Oct	0	0	0	3	1	4	16	1	2
Nov	0	0	0	3	0	0	17	8	7
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	0	0	0	10	3	0	0	0	0	0	0	0
Sep	0	0	0	11	2	0	0	0	0	0	0	0
Oct	0	0	0	14	1	1	0	0	0	0	0	0
Nov	0	0	0	0	3	0	0	0	0	0	0	0
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	44	1	3	0	0	0
Sep	46	5	8	0	0	0
Oct	34	2	5	0	0	0
Nov	30	6	3	0	0	0
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	608	257	147	1089	470	\$98,183.55	\$28,681.88
Sept	480	522	64	686	254	\$50,845.60	\$1,818.85
Oct	883	386	102	1188	322	\$75,254.07	18,792.73
Nov	1069	342	44	997	154	\$35,531.28	\$9,535.75
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	139	\$11,937.73	216	\$50,563.09	\$1,277,047.05
Sept	41	\$3,155.25	8	\$3,239.75	\$1,319,520.80
Oct	60	\$12,563.35	11	\$3,454.00	\$1,360,079.79
Nov	179	\$37,849.67	67	\$15,638.70	\$1,332,586.95
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: 12/13/2022
To: Mayor and City Council
From: Lisa Taylor, City Manager
Re: City Manager Monthly Report - November 2022

Council Information / Action Requested

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

ATTACHMENTS:

1. City Manager Monthly Report - November 2022

Memorandum

Date: December 8, 2022
To: Mayor and Council Members
From: Lisa Taylor, City Manager
RE: Monthly Report

- University Construction – Notification of our intent to re-engage Schiralli Construction has been sent to the company’s representative. At the time of this report, we have answered their questions and verified that all existing pay apps have been paid. More information will be available at Council Meeting. The goal is to complete the project as soon as possible.
- Landfill – At this time, the transfer station is up and running and they are caught up. We currently have three trucks on the road making trips to Ardmore. The C&D remains closed on days when it rains due to unsafe conditions.
- Humpback Bridge –“Truck Route” signs were removed a few weeks ago, and new signage has been placed near Industrial Road. Instances of trucks getting stuck crossing the bridge have decreased dramatically. We continue to submit tickets to various GPS companies, requesting to remove this part of the route from the truck routes.
- Traffic Signals – The November 4th storms brought with it lightning and other complications for various traffic signals around town. The signal at Evergreen and 4th was struck by lightning and our insurance company has paid for the repairs. Repairs have been made, and we are currently waiting for the electric company to power on the signal. Two of our employees attended training recently where they learned how to “time” the traffic signals. We do have dated traffic signals that require constant attention. When receive notification that a signal is not working properly, our team members address it immediately.
- City Phone System – Our phone system has been going through a repair process. Callers to the City of Durant are now met with a live person answering the call, determining which department the caller needs, and transferring the call to that department. We have received many compliments about this change.

- Employment Opportunities – We currently have several vacancies throughout various departments. During the month of November, we filled many vacancies, including Economic Development Director and Public Information Officer. At the time of this report, the job of Police Chief has been offered, and we are awaiting a response.
- Citizen concerns – During the month of November, I hosted meetings with various residents of Durant to discuss their concerns. I always welcome the opportunity to engage with local citizens in order to hear about their goals and wishes for our community. In addition to in person meetings, I responded to various concerns via email and phone calls.



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Danielle O'Neal
Re: Community Development Monthly Report - November 2022

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

- A Municipal Planning Commission meeting was held in November where two cases were heard. One of the cases was recommended for approval and the other was recommended for denial. One case was for a final plat while the other was for a rezoning and a Planned Unit Development request. The cases were heard at the regular City Council meeting in November. For the December Planning Commission meeting, there is one item on the agenda, which is a re-plat request. Several cases are in various stages of being prepared for Planning Commission and City Council.
- The Board of Adjustment did not hold a meeting for November. There is a meeting scheduled for December. The request is for a variance in the size of a sign. A couple of other applications are in the process, but are 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 held several meetings with staff regarding upcoming projects and help with any concerns. Staff remains working with Economic Development on several projects.
- Staff worked on training the new Administrative Specialist throughout the month of November.
- Staff attended the Hazard Mitigation Plan public meeting as well as the Oklahoma Emergency Management Association Strategic Plan Meeting.
- Staff examined and worked on several ordinances.
- 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 - Nov 2022
2. BP Valuation Report

The City of Durant

Office of Community Development

Monthly Activity Report, November 2022

Community Development Department

1. Permits Issued		3. Licenses Issued	
Accessory	0	Electrical	4
Commercial (New & Remodel)	3	Mechanical	0
Demolition	1	Plumbing	3
Excavation	0	Roofing	1
Floodplain	10	Alcohol	0
Electrical	23	Farmers Market	0
Mechanical	13	Food Truck	0
Plumbing	15	Garage Sale	11
Residential (New & Remodel)	10	Pawn Shop	0
Roof	2	Total	19
Sign	5		
Swimming Pool	2	4. Letters Mailed	
Total	84	Public Hearings	23
		Other	0
2. Public Hearings		Total	23
Board of Adjustment	0		
Planning Commission	3		
City Council	0		
Administrative Items (PC & Council)	3		
Total	6		

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 11/01/2022 THRU 11/30/2022
ISSUED DATES: 11/01/2022 THRU 11/30/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
032849	11/01/2022	CHAVEZ, JESUS	1215 W BEECH ST	OWNER	ELECTRICAL REMODEL PERMIT	ELEC
032850	11/02/2022	LEWIS ELECTRIC	1201 BRIARWOOD AVE B3-B6	OWNER	ELECTRICAL SERVICE	ELEC
032851	11/02/2022	SHINE SOLAR LLC	724 W LIVEOAK ST	OWNER	SOLAR PANEL PERMIT	ELEC
032852	11/02/2022	TEXOMA COUNTRY POOLS AND SP	3418 LIONEL LN	OWNER	SWIMMING POOL PERMIT	SWIMMING
032853	11/02/2022	SOLAR GUYS OF OKLAHOMA	602 N 3RD AVE	OWNER	SOLAR PANEL PERMIT	ELEC
032854	11/02/2022	PLYLER CONSTRUCTION CO	1800 W UNIVERSITY BLVD	OWNER	COMMERCIAL REMODEL PERMIT	COMM BLDG
032855	11/03/2022	TITAN SIGN COMPANY	221 RADIO RD	OWNER	HTEaO SIGN PACKAGE (6 SIGNS SIGN	SIGN
032856	11/03/2022	DEVELOP DURANT	135 W MAIN ST	OWNER	COMMERCIAL REMODEL PERMIT	COMM BLDG
032857	11/03/2022	DEVELOP DURANT	119 S 2ND AVE	OWNER	COMMERCIAL REMODEL PERMIT	COMM BLDG
032858	11/03/2022	NTS SIGNS	1027 W MAIN ST	OWNER	SIGN MODIFICATION PERMIT	SIGN
032859	11/10/2022	JOHNSON'S HEAT & AIR	119 S 2ND AVE	OWNER	INSTALL VENT A HOOD	MECH
032860	11/10/2022	DOWDEY SIGNS	305 W EVERGREEN ST	OWNER	NEW SIGN PERMIT	SIGN
032861	11/10/2022	R&R SIGNS	307 W ELM ST	OWNER	NEW WALL SIGN PERMIT	SIGN
032862	11/10/2022	AMERICAN ELECTRIC	916 W LOUISIANA ST	OWNER	SERVICE UPGRADE	ELEC
032863	11/10/2022	B&H CONSTRUCTION	401 N 12TH AVE	OWNER	GAS METER REHANG	PLUMB
032864	11/14/2022	TUCKER PLUMBING CO	723 N 18TH AVE	OWNER	GAS TEST	PLUMB
032865	11/14/2022	ACTS 29 ROOFING	1100 W MAIN ST	OWNER	COMMERCIAL ROOF PERMIT	ROOF
032866	11/15/2022	SHINE SOLAR LLC	5031 KIMBER LN	OWNER	SOLAR PANEL PERMIT	ELEC
032867	11/17/2022	SUNSTAR, LLC	3636 FROST LN	OWNER	NEW HOME PERMIT	RES BLDG
032868	11/17/2022	SUNSTAR, LLC	3644 FROST LN	OWNER	NEW HOME PERMIT	RES BLDG
032869	11/17/2022	SUNSTAR, LLC	3706 FROST LN	OWNER	NEW HOME PERMIT	RES BLDG
032870	11/17/2022	SUNSTAR, LLC	3707 FROST LN	OWNER	NEW HOME PERMIT	RES BLDG
032871	11/17/2022	SUNSTAR, LLC	3715 FROST LN	OWNER	NEW HOME PERMIT	RES BLDG
032872	11/17/2022	SUNSTAR, LLC	3723 FROST LN	OWNER	NEW HOME PERMIT	RES BLDG

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 11/01/2022 THRU 11/30/2022
ISSUED DATES: 11/01/2022 THRU 11/30/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
032873	11/17/2022	SUNSTAR, LLC	2718 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032874	11/17/2022	SUNSTAR, LLC	2726 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032875	11/17/2022	SUNSTAR, LLC	2800 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032876	11/17/2022	SUNSTAR, LLC	2801 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032877	11/17/2022	WRIGHT, ROY	1122 GRANT AVE	OWNER	DEMO PERMIT	DEMO
032878	11/23/2022	CRAWFORD ELECTRIC PROPERTIE	812 N 4TH AVE	OWNER	PANEL CHANGE OUT	ELEC
032879	11/23/2022	CRAWFORD ELECTRIC PROPERTIE	201 E CEDAR	OWNER	SERVICE METER POLE	ELEC
032880	11/23/2022	R&R SIGNS	1025 W MAIN ST	OWNER	NEW WALL SIGN & POLE SIGN M SIGN	
032881	11/28/2022	VENTURE CUSTOM POOLS	4925 PARCO DR	OWNER	SWIMMING POOL PERMIT	SWIMMING
032882	11/29/2022	ABEL ALEMAN ROOFING COMPANY	824 N 4TH AVE	OWNER	NEW ROOF PERMIT	ROOF
032883	11/30/2022	CRAWFORD ELECTRIC PROPERTIE	416 N 3RD AVE	OWNER	SERVICE UPGRADE	ELEC
032884	11/30/2022	CIBERY, LIANA	1111 HILL ST	OWNER	ELECTRIC REMODEL	ELEC
*** TOTALS ***		NUMBER OF PROJECTS:	36	VALUATION:	1,768,841.23	FEES: 23,227.10

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 11/01/2022 THRU 11/30/2022
ISSUED DATES: 11/01/2022 THRU 11/30/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLDG - NEW BUILDING PERMIT	13	1,400,000.00	9,531.30
DEMO - DEMOLITION	1	0.00	104.00
ELEC - NEW ELECTRIC PERMIT	23	87,436.00	4,037.60
FPM - FLOOD PLAIN MANAGEMENT	10	0.00	1,040.00
MECH - NEW MECHANICAL PERMIT	13	3,100.00	2,622.60
PLUMB - NEW PLUMBING PERMIT	15	0.00	3,305.60
ROOF - ROOF PERMIT	2	105,225.23	233.00
SIGN - SIGN PERMIT	5	5,600.00	2,045.00
SWIMMING - SWIMMING POOL PERMIT	2	167,480.00	308.00
*** TOTALS ***	84	1,768,841.23	23,227.10

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 11/01/2022 THRU 11/30/2022
ISSUED DATES: 11/01/2022 THRU 11/30/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
CA - COMMERCIAL ALTERATION	5	13	279,100.00	4,075.50
DEMO - DEMOLITION	1	1	0.00	104.00
ROOF - ROOFING	2	2	105,225.23	233.00
SFR - SINGLE FAMILY RESIDENTIAL	10	50	1,125,000.00	15,567.60
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	11	11	86,436.00	894.00
SIGN - SIGN PERMIT	5	5	5,600.00	2,045.00
SWIMMING - SWIMMING POOL	2	2	167,480.00	308.00
*** TOTALS ***	36	84	1,768,841.23	23,227.10

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: 11/01/2022 THROUGH 11/30/2022
ISSUED RANGE FROM: 11/01/2022 THROUGH 11/30/2022
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: 12/13/2022
To: Mayor and City Council
From: Lisa Taylor, City Manager
Re: Economic Development Director Monthly Report

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. Economic Development Report December 2022

Memorandum

Date: December 8, 2022
To: Mayor and Council Members
From: Lisa Taylor, Economic Development Director
RE: Monthly Report

Property Updates:

- SW Pickling – Representatives of SW Pickling have been cleaning up the property.
- West Industrial Park – Mead & Hunt have expressed their concern with water mitigation for the West Industrial Park project. Representative plan to address these concerns with DIA members during the December meeting.

Project Updates:

- Project Lift – Conversations continue with Project Lift representatives. Members of KSA and ED staff will continue to put together a project plan, and will approach the Airport Authority for assistance.
- Project Defense – Company representatives sent an email earlier this month to inform staff that they expect to submit a proposal in the coming months for acquisition of DIA-owned property. This company has DOD contracts, and is currently operating in Bryan County. They wish to relocate the company to Durant, and expand to meet current and future contract requirements.
- SG Blocks – Waldron Plant renovations are almost complete. Construction at the East Industrial Park should begin in Q4 of 2022. Industrial site plans are being finalized and should be submitted for approval soon.

Other Activities:

- Small Business Grants – Grantees that were approved in October have been paid. Grantees have 120 days to submit proof of purchase for items that were approved. No grant applications have been received in time for the December DIA meeting.



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Ken Eppler, Director
Re: Emergency Management Monthly Report - November 2022

Emergency Management Monthly Report - November 2022

Council Information / Action Requested

None

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

None

ATTACHMENTS:

1. Monthly EM Report November 2022-Council



TO: Mayor, City Council

FROM: Kenneth Eppler, Emergency Management Director

DATE: December 1, 2022

SUBJECT: Monthly Report for November 2022

We did not perform the Monthly Outdoor Warning Siren Test in November. On November 4th we had several real-life Tornado Warnings and sounded all sirens twice, so there was no need to test the sirens.

The Q2 Emergency Management Performance Grant (EMPG) quarterly report is due on January 10th, 2023. Request for our \$10,000 quarterly payment will be made at that time.

November 1- Deputy Director participated in an organization meeting regarding preparations for the 2024 total eclipse of the sun that will be visible in parts of Bryan County and to the counties east of us. Hundreds of thousands of people are expected to come to southeast Oklahoma, especially McCurtain County, to view this event.

November 2- Trained Solid Waste Department personnel on the use of the CivicReady mass notification system so they will be able to send messages regarding trash collection holidays to targeted areas. Moved new speed radar trailer to West Main Street to help make citizens aware of the new speed limit. Brought message board back to the EOC.

November 3- Participated in NWS severe weather webinar regarding expected severe weather on November 4th. Attended staff meeting at City Hall.

November 4- Repaired siren. EOC activated for severe weather and spotters deployed. We had a Tornado Watch, which was quickly followed by several Tornado Warnings. EOC stood down at 6pm.

November 8- Deputy Director attended the Oklahoma Emergency Management Association board meeting in Kingfisher, representing Southeast Oklahoma as regional Vice President. Attended City Council meeting at City Hall.

November 9- Picked up the EM 80kw generator, which had been placed at the wastewater treatment plant while stationary generator was sent off for repair. Attended post-agenda meeting at City Hall.

November 10- Deputy Director participated in Leadership Durant event and made a presentation on the upcoming 2024 Solar eclipse and how it might affect Durant and Durant business, hotels, etc.

November 11- Veterans' Day Holiday. Richard Ezell on call. Richard assisted with traffic control for the Veterans' Day parade.

November 14- Retrieved historical rainfall for our insurance company OMAG. Participated in video call with Barron Radar regarding timeline for installation of the new Doppler radar. Participated in video call with Oklahoma Emergency Management to provide information regarding progress on installation of the radar, which was delayed twice due to supply chain issues. Deputy Director started FAA Part 107 Drone Pilot license preparation class.

November 15- Worked on grant documents for auditors. Deputy Director continued drone license class.

November 16- Attended Employee Thanksgiving lunch at Public Works. Deputy Director continued drone pilot license class.

November 17- Cleaned EOC. Deputy Director registered with the Federal Aviation Administration and scheduled Part 107 Drone Pilot test with SOSU.

November 18- Met with OEM Southeastern Oklahoma field representative. Took hand sanitizer to the Police Department.

November 21- Added Airport Director to the Barron ThreatNet program so he can use computer models to see what upcoming weather will be. Conducted monthly IPAWS test. Conducted monthly WebEOC check-in with Oklahoma Emergency Management. Purchased ice cleats for City Employees to help prevent slips and falls. Conducted monthly AED and fire extinguisher checks.

November 22- Assisted Bryan County Emergency Manager with hazard mitigation plan.

November 23- Worked on siren. Participated in weekly HF radio check-in with the State EOC. Worked on Barron mobile App contract with Grants Department.

November 24- Thanksgiving Holiday Kenneth on-call

November 25- Thanksgiving Holiday Kenneth on call.

November 28- Deputy Director sat for his FAA Part 107 Drone Pilot's License test. Richard passed the test and made application to the FAA to receive his flight certificate.

November 29- Participated in Southeast Oklahoma communications exercise to test relaying messages via VHF simplex frequencies to the State EOC from Southeast Oklahoma. Helped Bryan County Emergency Manager with hazard mitigation plan update, which is due on December 1st.

November 30- Worked on siren. Met with staff at Hands of Hope to do a safety walk-thru to assist with emergency action plan for the facility.



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Finance Monthly Reports - October 2022 & Sales Tax Reports - November 2022

October 2022
General Fund (001)
Capital Improvements Fund (015)
DCUA Fund (405)
AND
November 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. October 2022 General Fund (001) Report
2. October 2022 CI (015) Report
3. October 2022 DCUA Report
4. November 2022 Sales Tax Breakdown
5. November 2022 1% Sales Tax 10-Y Sheet
6. November 2022 Sales Tax Monthly Average Chart

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
OCTOBER 2022 - 33.33% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY22/23 Budget	% of Budget Y-T-D
Sales Tax (2%)	847,384	3,393,894	8,355,636	40.62%
Use Tax	211,228	862,395	1,771,200	48.69%
Alcoholic Beverage Tax	19,258	77,708	210,000	37.00%
Tobacco Excise Tax	13,524	51,372	180,000	28.54%
Telephone Franchise Tax	34,092	34,266	16,000	214.16%
Electric Service Franchise Tax	140,603	594,986	950,000	62.63%
Natural Gas Franchise Tax	6,722	19,558	120,000	16.30%
Cable TV Service Franchise Tax	-	3,778	110,000	3.43%
Vehicle Tax	13,346	40,986	150,000	27.32%
Gasoline Excise Tax	2,952	24,834	55,000	45.15%
Licenses - All Types	300	7,625	21,000	36.31%
Permits - All Types	7,719	96,418	271,630	35.50%
Swimming Pool Revenues	-	31,642	101,500	31.17%
Library Café Revenues	351	1,350	2,500	54.01%
Charges For Services	2,357	9,129	85,500	10.68%
Police Bonds & Fines	31,610	146,783	477,000	30.77%
Interest Earnings	2,995	11,199	18,000	62.21%
Proceeds From Sale of Assets	-	-	-	-
Grant Revenues	10,000	29,412	97,628	30.13%
Miscellaneous Revenues	44,440	78,562	193,169	40.67%
Sub-Total Revenues	1,388,880	5,515,899	13,185,763	41.83%
Transfer from Emp Insurance	-	-	-	%
Transfer from Utility Authority	333,333	1,333,333	4,000,000	33.33%
Transfer from CDBG Fund (Reimb)	-	-	-	-
Transfer from Capital Improvement	-	-	48,862	-
Transfer From DCFA Reimbur	-	-	-	-
	333,333	1,333,333	4,048,862	32.93%
USE OF FUND BALANCE			1,968,119	
Total Revenues & Other Financing Sources	1,722,213	6,849,232	19,202,744	35.67%
Department:	This Period	Year-To-Date	Current FY22/23 Budget	% of Budget Y-T-D
City Administration	69,798	338,218	888,642	38.06%
City Clerk	(12,344)	17,071	61,221	27.88%
City Treasurer	30,787	128,158	372,485	34.41%
Legal Services - Attorney	-	-	100,000	0.00%
Law Enforcement - Police Dept	441,053	1,789,295	5,484,117	32.63%
Neighborhood Services	18,189	121,027	505,889	23.92%
Fire Dept	303,055	1,242,090	3,759,119	33.04%
Parks, Rec & General Services	65,009	329,022	1,203,815	27.33%
Swimming Pool	2,264	57,459	230,031	24.98%
Municipal Court	30,211	84,706	215,761	39.26%
Community Development	20,838	93,526	375,792	24.89%
Public Library	55,783	257,692	771,669	33.39%
Street Department	75,551	347,502	1,588,296	21.88%
Economic Development	6,653	93,037	245,181	37.95%
Civil Emergency Management	25,939	117,053	408,795	28.63%
General Government	41,943	163,662	848,007	19.30%
City Garage	8,562	64,546	355,086	18.18%
Senior Citizens Center	3,949	31,559	198,501	15.90%
Sub-Total Operating Expenditures	1,187,239	5,275,624	17,612,407	29.95%
Other Financing Uses:				
P. TRSF to I.T. service Fund	-	-	-	-
Transfer to Insurance Cash Fund	-	156,157	156,157	100.00%
Transfer to Risk MGMNT Fund	-	-	-	-
Transfer to Airport Authority	-	-	58,000	0.00%
Transfer to 911 Tax Fund	43,500	174,000	522,000	33.33%
Transfer to DMSC Fund	-	-	-	-
Transfer to Capital Impr. Fund	50,000	200,000	684,180	29.23%
Transfer to Drug Enforcement Fund	-	-	75,000	-
Transfer to Cemetery Operations Fund	7,917	31,667	95,000	33.33%
Transfer to DCUA Fund	-	-	-	-
Sub-Total Transfers Out	101,417	561,824	1,590,337	35.33%
Total Expenditures & Other Financing Sources	1,288,656	5,837,448	19,202,744	30.40%
Net Gain / (Loss) - Excluding Balance Forward	433,557	1,011,785	(0)	

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report OCTOBER 31, 2022

Revenue Type:	This Period	Year-To-Date	Current FY22/23 Budget
Interest Earnings	2,539	8,790	24,969
Miscellaneous	-	44,326	40,000
CCPF Donation	-	75,800	250,000
FAA Grant	-	121,130	152,065
ODOT Streetscape V Grant	-	-	399,968
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	6,000
2021 ARPA Grant	1,638,350	1,646,129	1,630,669
OWBR Loan Proceeds	-	440,621	2,470,686
Grant-2019 BOR-WEEG	-	177,252	177,252
Grant-2018 BOR-SWEP	-	-	-
FEDERAL & STATE GRANT REIMB	-	-	58,630
FY17 Land and Water Grant CA Park	-	-	-
OEM/911 MNGMNT AUTH GRANT	-	-	-
DOT REIMB. 78S UTILITY RE	-	-	-
EDA 08-01-05284 WWTP IMP 69%	-	226,327	416,005
County Fire Tax Fund	-	-	-
Sub-Total Revenues	1,640,889	2,740,375	5,626,244
TRSF From General Fund	50,000	200,000	684,180
TRSF From 1% S.T. Rev. Fun	220,395	883,759	1,738,245
TRSF From Airport Authority	8,500	34,000	116,574
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	29,583	118,333	839,000
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	-	133,805	2,179,566
TRSF From DCFA Fund-Misc	-	-	-
Sub-Total Transfers In	308,479	1,369,898	28,508,431
Balance Forward from FY20 (Unaudited)			1,224,492
Total Revenue & Other Financing Sources	1,949,368	4,110,273	35,359,167

Expenditure Type:	This Period	Year-To-Date	Current FY22/23 Budget
Law Enforcement - Police Dept	325	19,720	552,944
Neighborhood Services	-	58,363	163,528
Communication Ctr.	-	-	501,221
Fire Dept	-	17,025	824,190
Parks, Rec, & Gen Services	-	-	473,282
Community Development	-	-	25,000
Street	32,350	919,495	3,969,641
Economic Development	-	-	-
Civil Emergency Management	488	13,213	1,490,588
General Government	30,098	187,419	3,115,928
Information Technology	-	-	207,050
City Garage	-	-	106,538
Senior Citizens Center	-	-	-
Public Works Administration	-	-	36,384
Water / Sewer Line Maintenance	63,297	142,964	3,645,278
Water Treatment Plant	-	205,815	530,420
Wastewater Treatment Plant	4,649	4,649	288,854
Collection-Solid Waste	-	-	800,000
Disposal- Solid Waste	129,760	129,760	907,075
Eaker Field Airport	7,426	183,960	228,046
Sub-Total Expenditures	268,394	1,882,383	17,865,967
Sub-total of Transfer Expenses	-	-	-
Total Expenses	268,394	1,882,383	17,865,967
2020 U.S.S.T.R.N. Exp.	44,828	948,320	5,193,972
2020 CWSRF Exp.	-	-	12,299,228
Total Fund Expenditures	313,222	2,830,703	35,359,167
Net Gain / (Loss) - Excluding Balance Forward	1,636,146	1,279,569	-

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

Monthly Revenue and Expense Report
OCTOBER 2022 - 33.33% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 22/23 Budget
Licenses and Permits	90	1,338	21,100
Laboratory Test Performed	1,575	5,425	22,000
Water Service - City-Wide	318,890	1,462,845	3,300,000
Water Sales - RW Dist. #2	3,034	12,134	37,000
Water Sales - RW Dist. #5	27,407	443,626	1,250,000
Sewer Service Fees	235,921	1,006,030	2,510,000
Sewer Excessive Strength Fees	32,980	57,848	250,000
Sanitation Service Fees	295,098	1,175,285	3,350,000
Sanitation - Roll off Bins Revenue	66,801	245,741	1,001,000
Sanitation - Compactor Revenue	39,121	147,810	350,000
Landfill Gate Fees (excluding Xfer ST.)	3,004	81,799	955,000
Transfer Station Fees Revenue	7,593	76,921	450,000
Interest Earnings	1,986	8,080	14,002
Agri. Lease Revenue	-	-	3,500
Late Payment Penalties	7,937	32,931	110,000
Non Payment Fee	10,280	55,848	130,000
Bad Debt Collect Fees Revenue	172	1,473	20,000
Water Tower Lease	9,079	38,580	106,000
DCUA Service Initiation Fee	2,200	9,950	28,000
Tap Fees: Water & Sewer	4,309	39,783	120,000
Recyclable Products SW Dis.	-	1,483	18,000
Interest Earnings in 2007 USSTRN Proj. Acct.	27	146	200
Miscellaneous Revenues	(68)	4,597	1,000
2020 Airport Tank Principal Pymt	1,779	49,827	21,357
2020 Airport Tank Interest Pymt	61	1,690	722
2020 LED Proj. Principal FM GF	4,310	68,981	51,747
2020 LED Proj. Interest FM GF	19	281	200
Trans from emp insurance 005	-	-	-
Trans from General Fund	-	-	-
Sub-Total Operating Revenues	1,073,605	5,030,452	14,120,828

USE OF FUND BALANCE			963,054
Total Revenues & Other Financing Sources	1,073,605	5,030,452	15,083,882

Expense Type:	This Period	Year-To-Date	Current FY 22/23 Budget
Public Works Administration	20,576	186,927	413,105
Utility Billing	41,555	165,984	616,082
Water/Sewer Line Maintenance	81,398	319,228	1,231,880
Water Treatment Plant	89,206	514,417	1,354,102
Wastewater Treatment Plant	85,993	370,439	1,208,018
Solid Waste - Collections	80,590	374,617	1,324,806
Utility General Administration	7,088	130,705	1,532,401
Lake Durant	3,634	13,206	56,950
Solid Waste - Disposals	144,769	637,571	2,116,896
Sub-Total Operating Expenses	554,808	2,713,092	9,854,239

Transfer to Insurance Cash Fund	221,103	442,206	221,103
Transfer to I.T. service Fund 010	-	-	-
Transfer to General Fund	333,333	1,333,333	4,000,000
Transfer to Risk MGT. Fund	-	-	-
Transfer to Capital Improvement Fund	29,583	118,333	839,000
Transfer 2007 USSTRN To CI Fund 015	-	-	-
Transfer to Airport Authority	12,957	51,827	155,481
Transfer to DCUA Sinking Fund	1,172	4,686	14,059
Sub-Total Transfer Expenses	598,148	1,950,386	5,229,643

Reserve - Contingency

Reserve for Payroll

DCUA Fund Expense & Transfer Totals:	598,148	1,950,386	5,229,643
Total Fund Expenses & Transfers	1,152,956	4,663,478	15,083,882
Net Gain / (Loss) - Excluding Balance Forward	(79,351)	366,974	(0)

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (e	\$104,366.69
1/4% Multi-Sports Facilities (eff	\$104,366.69
1/4% SOSU Improvements (effe	\$104,366.69
1% Capital Improvements (effect	\$417,466.76
2% General Operations	\$834,933.52
5/8% DISD Improvements (effec	\$260,916.72
Total Sales Tax Rev. Nov. 2022	\$1,826,417.07

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

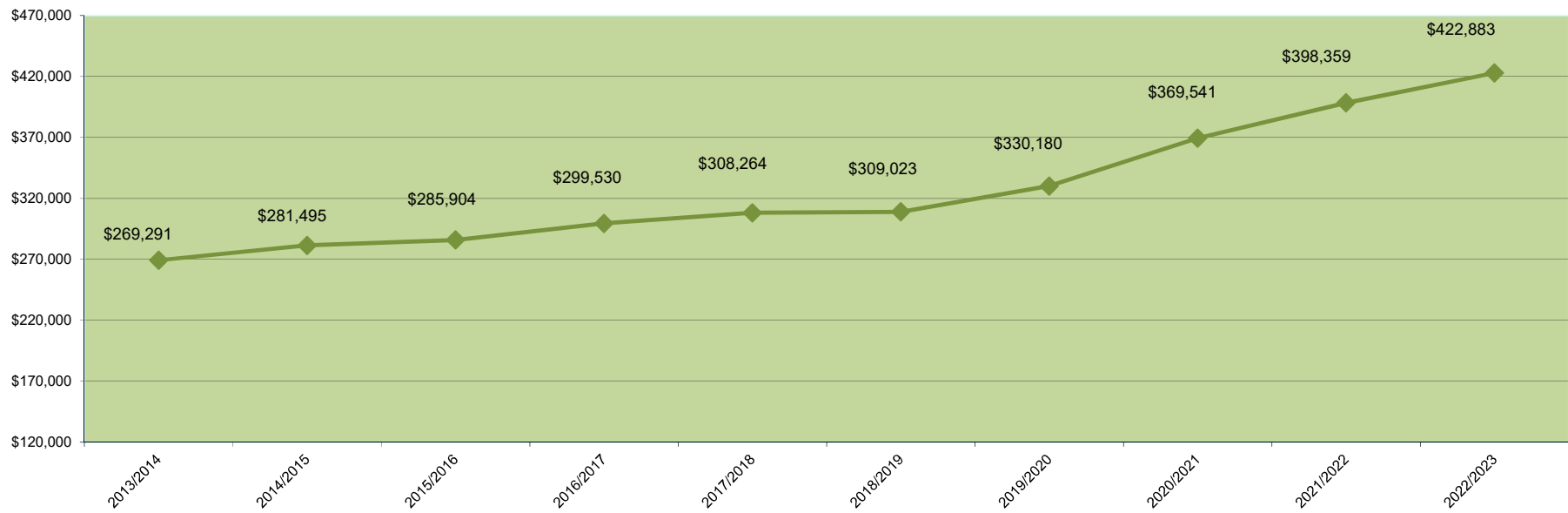
	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	% Change	Single Month Period
July	\$280,589	\$274,992	\$285,723	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	429,866	4.47%	June / July
August	\$274,864	\$192,988	\$301,211	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522	436,588	7.66%	July / Aug.
September	\$280,800	\$387,003	\$310,412	\$292,744	\$298,291	\$309,656	340,005	375,103	396,622	406,801	2.57%	Aug. / Sept.
October	\$264,719	\$277,693	\$292,477	\$295,814	\$313,960	\$305,445	329,146	359,331	394,840	423,692	7.31%	Sept. / Oct.
November	\$259,486	\$279,266	\$263,753	\$305,225	\$317,104	\$292,323	322,363	360,649	383,784	417,467	8.78%	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	\$2,114,414		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	\$422,883		
% change from prior yr.	3.84%	4.53%	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	6.95%		
\$ change from prior yr.	\$119,454	\$146,449	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	345,815	318,571		

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (effective 12/1/21)	\$104,366.69
1/4% Multi-Sports Facilities (effective 12/1/21)	\$104,366.69
1/4% SOSU Improvements (effective 12/1/21)	\$104,366.69
1% Capital Improvements (effective 12/1/21)	\$417,466.76
2% General Operations (effective 12/1/21)	\$834,933.52
5/8% DISD Improvements (effective 12/1/21)	\$260,916.72
Total Sales Tax Rev. Nov. 2022 @ 1%	\$1,826,417.07
* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)	

Use Tax	\$35,373.78	\$296,290.50
---------	-------------	---------------------

1% Sales Tax - Current Annual Growth		
Previous 12 - Month Period	Current 12 - Month Period	% Change
\$4,583,915	\$4,902,486	6.95%

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





The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Jeff Langford, Fire Chief
Re: Fire Department Monthly Report - November 2022

Fire Department Monthly Report - November 2022

Council Information / Action Requested

Informational Item Only

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

N/A

ATTACHMENTS:

1. Fire Department Monthly Report Nov. 2022
2. DFD Call Breakdown for Nov. 2022



Durant Fire Department

Monthly Report
November 2022

Type of Response	Month				Year to Date							
	November				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	11	3	0	14	179	24	17	220	188	31	7	226
Rescue (MVC's) & Medical Calls	77	4	1	82	1513	54	0	1567	1228	36	2	1266
Hazardous Condition (No Fire)	6	0	0	6	79	11	5	95	62	4	0	66
Service Calls	7	0	0	7	67	6	0	73	78	7	1	86
Good Intent Calls	15	6	0	21	196	17	0	213	217	13	0	230
False Alarm & False Calls	2	0	0	2	94	1	0	95	85	4	0	89
Special Incident Type	0	0	0	0	0	0	0	0	15	0	0	15
Total Responses				132	2128	113	22	2263	1873	95	10	1978

Type of Service Performed	Month	Year to Date	
	Nov	2022	2021
Permits			163
Inspections	10		494
Plans Review			196
Smoke Alarm Installed	7		21
Public Education	4		19
Fire Investigations	2		20
Pre-Fire Plans	0		8
Total Services	23	0	921

Comments:

Training November 2022

Week 1: A & B Shift did company training Pumper and Aerial Ops and Fire Fighter 1 training, C Shift, Pump Ops

Week 2: C Shift prepped KTC for new hire test, A & B continued pump ops and fire fighter 1 skills

Week 3: Each shift did company training for firefighter operations

Week 4: No set training took place

Week 5: Nov 30 started Hazmat operations refresher for A shift

Nov. 12th we held our Firefighter physical agility and written testing for new applicants

Nov. 16th we held interviews for those successful in passing the agility and written testing

During this month all fire suppression systems within city owned properties had their annual testing completed

During this month all of the fire alarm systems within city owned properties had their annual testing completed.

OCCUPANCY	ID	ADDRESS	ZONE	LAST INSPECTION
Alkchemical CE	23281	608 S 19th Av		11/03/2022
Alkchemical CE Corp	608 S 9th	608 S 9th Av/ South		11/03/2022
Brookdale Senior Living	1500 N 19th	1500 N 19th / North		11/17/2022
ETS Lundgren	1016 Waldron	1016 Waldron South		11/06/2022
Jennifer Cavendar	3825 N 1st	3825 N 1st Av North		11/28/2022
Kristina Walker	405 W Main	405 W Main S Fire Zone		11/06/2022
Magnolia Med Spa	23282	3008 W Unive		11/23/2022
The Red Barn	2912 N 1st	3012 N 1st Av North		11/23/2022
Wall Engineering	223 N Washin	223 Washingt North		11/16/2022
Webrestaurant	2011 W Arkan	2011 W Arkan South		11/29/2022

of Occupancies Inspected: 10

% Occupancies Inspected: 0.24

Fire Marshal notes for Nov 2022 Baby leave From Nov1-Nov 14th. Public education slowed down from Oct. I received 3 Red Cross smoke alarm applications. I installed 7 combined smoke alarms at those residents. I made an effort through multiple media outlets to advertise Red Cross smoke alarm program. 2 incidents were investigated. One was a shed fire that burned on the east side. Fire was caused by someone loitering. The second was a structure fire on south 3rd. I did a cause and origin investigation within my capabilities. Interviews were conducted with homeowners and an on-site investigation was conducted. Report was written in ERS system. Need SOG formed for how investigations are conducted and how reports are made. Inspections picked up tremendously for the month of Nov. Working on a system to organize and better plan for annual inspections. The goal would be to complete annual inspections on all businesses in a calendar year. Currently they are only being conducted upon request. An average of 10 CO requests are made each month. We are still working with Okie Safety on plan reviews and complex CO requests. Average time to complete tasks is slow. My knowledge and interpretation of codes is not fluent yet. Looking to attend several classes in 2023.

Durant Fire Department

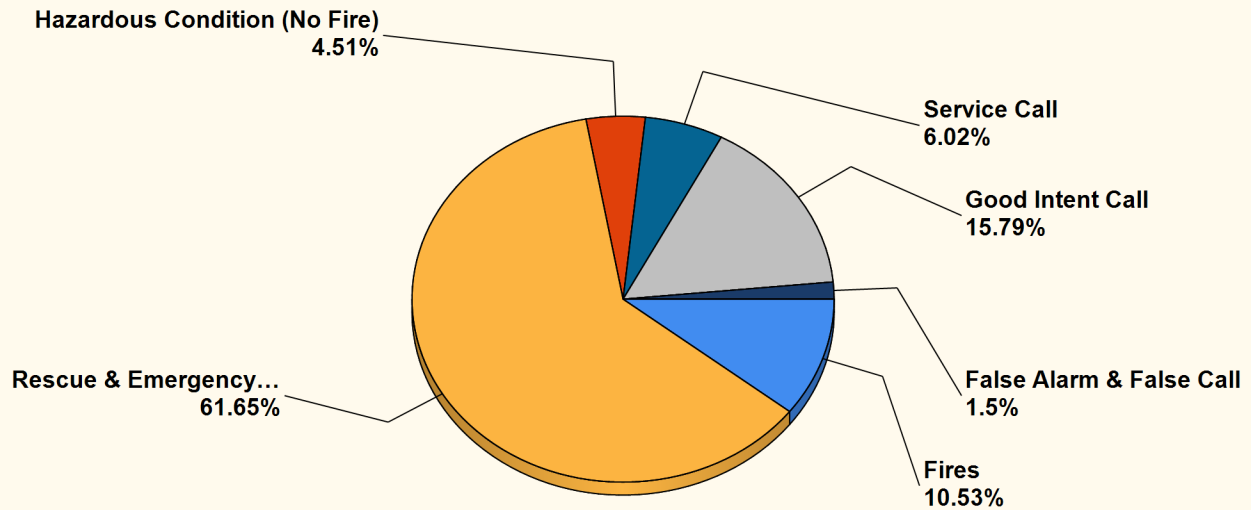
Durant, OK

This report was generated on 12/2/2022 9:36:24 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2022 | End Date: 11/30/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	14	10.53%
Rescue & Emergency Medical Service	82	61.65%
Hazardous Condition (No Fire)	6	4.51%
Service Call	8	6.02%
Good Intent Call	21	15.79%
False Alarm & False Call	2	1.5%
TOTAL	133	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	5	3.76%
112 - Fires in structure other than in a building	1	0.75%
118 - Trash or rubbish fire, contained	1	0.75%
121 - Fire in mobile home used as fixed residence	1	0.75%
131 - Passenger vehicle fire	1	0.75%
132 - Road freight or transport vehicle fire	1	0.75%
150 - Outside rubbish fire, other	1	0.75%
151 - Outside rubbish, trash or waste fire	2	1.5%
152 - Garbage dump or sanitary landfill fire	1	0.75%
300 - Rescue, EMS incident, other	1	0.75%
311 - Medical assist, assist EMS crew	69	51.88%
320 - Emergency medical service, other	1	0.75%
322 - Motor vehicle accident with injuries	7	5.26%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.75%
324 - Motor vehicle accident with no injuries.	3	2.26%
412 - Gas leak (natural gas or LPG)	1	0.75%
440 - Electrical wiring/equipment problem, other	1	0.75%
444 - Power line down	3	2.26%
462 - Aircraft standby	1	0.75%
500 - Service Call, other	2	1.5%
531 - Smoke or odor removal	1	0.75%
554 - Assist invalid	1	0.75%
561 - Unauthorized burning	4	3.01%
611 - Dispatched & cancelled en route	7	5.26%
622 - No incident found on arrival at dispatch address	5	3.76%
631 - Authorized controlled burning	4	3.01%
651 - Smoke scare, odor of smoke	4	3.01%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.75%
730 - System malfunction, other	1	0.75%
740 - Unintentional transmission of alarm, other	1	0.75%
TOTAL INCIDENTS:	133	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.





The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Grants Dept - November 2022 Report

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. Grants Dept Report Nov 2022

GRANTS DEPARTMENT

November 30, 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	ODOT	TAP Rails to Trails	Rails to Trails (grant rcvd Oct 2016)	Phase I - without bridge		396,630	
2022	ODOT	TAP Rails to Trails	Bridge to complete Rails to Trails project (match funded by DCFA)	Phase II App Submitted for Chuckwa Creek Bridge 11.30.22			674,080
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 - FEMA closeout - Dec 2022	952,380		
2018	US Dept of Commerce	EDA - Infrastructure	Wastewater Treatment Plant	Operational. Determine additional items w/ fund bal		1,500,000	
2019	Bureau of Reclamation	WaterSMART - WEEG	City-Wide AMR Units & System	Proj Complete. BOR Final Reimb rcvd; Addtl meters ordered with OWRB \$\$\$	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 - delayed due to backordered generators; proceeding		152,222	
2020	ODOC / CDBG	CARES Act Funding	Residential Utility Assistance	Scope Change (Generators, Library Drive-Thru, Shuttle Bus, PlylerPark swalks, water disps		638,300	
2020	State of OK - CARES Forward	CARES Act Funding	COVID Related & PubSafety Salary	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	(5) vests rcvd July 2022		6,000	
2021	OK State Emgcy Mgmt	Weather Radar	Weather Radar (award 6.30.21)	FCC License; Generator/Prop Tank. Radar install - Dec		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	Procurement proceeding		40,000	
2021	US Dept of Justice	Rural Law Enforcement	License Plate Readers & Trailer	Award 10.5.22		33,630	
2021	US Treasury	American Rescue Plan	WW Infrastructure	Total funds rcvd (final 10.20.22)		3,276,798	
2023	Dept of Envirnomental Quality	Equipment Program	Brush Chipper for Landfill	Chipper machine ordered 9/22		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	OMAG	Public Safety Grant Prog	Work Zone Safety Equipment	Award: 10.3.22; funds rcvd		1,850	
2022	FAA 019-2022	Airport Improvements	Pavement Analysis	Award: 6.17.22; ongoing		130,923	
2022	OK Tourism & Recreation	Park Improvements	B.Miller, Carl Albert, Dixon, Plyler	Submitted 9.30.22			219,630
2022	US DOT	ReConnecting Communities	Roadway Improvements Plan	Submitted 10.13.22			196,000
2022	US DOT	SMART Program	City-Wide Traffic Signalization Plan	Submitted 11.18.22			684,000
TOTALS					4,271,082	9,524,134	33,634,180



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Kari Jones, Manager
Re: Human Resources Report- November 2022

Staffing info for October 2022:

8 Terminations (7 Full-time, 1 Part-time)
3 New Hires (3 Full-time)

225 Total Employees as of November 30, 2022.
(214 Full-time, 4 Part-time, 7 Temporary)

November Projects

- Planned & coordinated the annual employee Thanksgiving dinner.
- Updated job postings for new and current positions. Job boards include SGR (Strategic Government Resources), Texas Municipal League, Oklahoma Municipal League, Government Jobs, Indeed, and various position-specific associations.
- Conducted and/or scheduled numerous interviews (approximately 20).
- Filled Public Information Officer and Economic Development Director positions.
- Began an in-house audit of various payroll processes. (Ongoing)
- Started preparing for end-of-year processes (i.e., ordering W2 and ACA forms, checking current tax totals, and updating online electronic filing sites).
- Processed and distributed the annual holiday checks. The budgeted amount was \$350.00 per employee.
- Advised Department Heads on various personnel issues.

Council Information / Action Requested

Information Only.

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Robbee Tonubbee, Director
Re: Library Monthly Report - November 2022

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. Library Monthly report Nov2022

Donald W Reynolds Community Center & Library

November 2022

Statistical Report

Attendance monthly total -----library stats only, no community center----- 3,615

We were open 23 days this month.

Attendance daily average ----- 157

Circulation monthly (physical units)----- 3,536

Circulation average daily ----- 153

Computer usage total ----- 365

Computer users average daily----- 116

Computer usage average time----- 37 min

Computer guest passes----- 111

Computer guest passes average daily----- 4

New Library card holders----- 83

Materials donated ----- 811

(47 put in collection)

Statistics

Revenue : \$1,888.12 for November. The room revenue was \$500.00 with payments for: First Baptist Church's Thanksgiving dinner and a Choctaw Nation Holiday party in December.

Revenue breakdown: \$449 in copies, \$75 in faxes, \$377 in fines, \$27 in replacement cards, \$25 in out-of-county memberships, \$5 in laminating, \$123 in lost/damaged item fees, \$43 in misc. & \$263 from the public printer/coin-op.

The café revenue is separate and that was \$286.75 for the month.

There was a variety of community events this month: Court ordered mediations, Daughters of the American Revolution meeting, Medicare information meetings, a Meet & Greet for Lisa Taylor, City Ward meeting, Sustainable Durant Fashion Show, Blood Drives, Bryan County Federation of Democratic Women's meeting, Feeding Hope board meeting, a Be Thankful dinner (Community Thanksgiving), and an American Legion meeting.

FOL

- The FOL's Annual Holiday Craft Show starts on Dec. 1 and the Friends have been making crafts to sell at the event. There will be over 20 vendors at the event and it runs Dec. 1 – Dec. 3 in the library's theater, meeting room, and lobby. The quilt will be raffled off on Saturday, December 3rd at the end of the event. The quilt was donated by the ladies at LuLu & Hazel's Quilt Shop. They will be hosting the annual Quilt Show in the Spring, taking over for the Heritage Quilters.

Programming/Community Engagement

- The library will host a travelling exhibit from the Oklahoma Hall of Fame Gaylord-Pickens Museum called "Pioneer Spirit" in mid-December for a week in the meeting room. The exhibit features the stories of six pioneering Oklahomans whose achievements have had an impact in Oklahoma and beyond!

- The Health Literacy grant was funded for 2022-2023. We will receive \$4000 for exercise classes, healthy cooking classes, and Diabetes education classes. For the Fall sessions we will have: Yoga, Zumba, Self Defense, LEAD – Diabetes Education classes, & a Charcuterie class. Yoga, Zumba & Diabetes Education classes were held in October.

- The library hosted the local “Be Thankful” dinner in November. Community organizations and individuals came together to serve a Thanksgiving dinner to those in the community seeking food, family, & fellowship, 300-350 people.

Library Programs

Date	Event	Kids	Adults/Teens	Total
------	-------	------	--------------	-------

11/1/22	Lego Club	0	0	0
11/1/22	Yoga	0	15	15
11/2/22	Teen Lounge	0	0	0
11/3/22	After School Program	5	0	5
11/3/22	Zumba	0	15	15
11/4/22	Baby Lapsit	0	0	0
11/4/22	Story Time	6	8	14
11/5/22	Adult/Teen Chess	0	9	9
11/5/22	Batman movie	4	3	7
11/8/22	Lego Club	0	0	0
11/8/22	Yoga	0	14	14
11/9/22	Teen Lounge	0	0	0
11/10/22	After School Program	9	0	9
11/10/22	Zumba	0	9	9
11/10/22	FOL Book Talk	0	7	7
11/12/22	Adult/Teen Chess	0	5	5
11/12/22	Youth Chess	2	0	2
11/12/22	Self Defense Class	0	1	1
11/15/22	Lego Club	2	0	2
11/15/22	Yoga	0	11	11
11/16/22	Teen Lounge	2	0	2
11/17/22	After School Program	5	0	5
11/17/22	Zumba	0	12	12
11/18/22	Baby Lapsit	0	0	0
11/18/22	Story Time	6	8	14
11/19/22	Adult/Teen Chess	0	6	6
11/19/22	Youth Chess	6	0	6
11/21/22	Charcuterie Class	0	13	13
11/26/22	Adult/Teen Chess	0	2	2
11/26/22	Youth Chess	3	0	3
11/29/22	Lego Club	1	0	1
11/30/22	Teen Lounge	2	0	2
	32 programs	53	138	191

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: 12/13/2022
To: Mayor and City Council
From: Danielle O'Neal
Re: Neighborhood Services Monthly Report - November 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 - Nov. 2022
2. Neighborhood Services Daily Bldg Insp Log 2022 (Jackson)_____ - Nov 2022
3. Neighborhood Services Daily Bldg Insp Log 2022 (Pierce)_____ - Nov 2022
4. BP Valuation Report w Segments
5. Code Enforcement Daily Log 2022 (Cottrell) - Nov 2022
6. Code Enforcement Daily Log 2022 (Rudolf) - Nov 2022
7. Animal Control Daily Log 2022 (Matekovic) - Nov 2022
8. Animal Control Daily Count 2022 (Matekovic) - Nov 2022
9. Animal Control Daily Log 2022 (Beckham) - Nov 2022
10. Animal Control Daily Count 2022 (Beckham) - Nov 2022

The City of Durant

Neighborhood Services Department

Monthly Activity Report, November 2022

1. Inspections		3. Animal Control	
Building	16	Calls for Service	79
Electrical	45	Citations Issued	1
Mechanical	14	Warnings Issued	37
Plumbing	64	Dogs Picked Up	10
Drainage Issues	0	Cats Picked Up	3
Other	7	Dog Adoptions	0
Total	146	Cat Adoptions	0
2. Code Enforcements		Dog Rescue	1
Contact Made	28	Cat Rescue	0
Trees & Shrubs	0	Claimed by Owner	1
Grass & Weeds	23	Animals Euthanized	0
Junk Vehicles	20	Parvo Deaths	0
Junk Appliances	7	Total	132
Dilapidated Structures	13	4. Letters Mailed	
Trash & Debris	65	Court Letters	12
Other	47	Courtesy Letters	6
24 Hour Nuisances Posted	2		
PD 24 Hour Nuisances Posted	0	Total	18
Code Enforcement	2	5. New Construction	
Notices Posted	0	SFR	10
Citations Issued	0	MFR	0
Warnings Issued	13	Commercial	0
Animal Control	3	Industrial	0
Total	223	Total	10

Neighborhood Services

Daily Building Inspections Log (Jackson)

November-2022

Date	Name	Location/Address	Inspection Type	Abr	Pass	Fail	Initials	Comments
11/1/2022	Out of Office							
11/2/2022		412 S 6th	Gas Release	P	*		S.J.	
	Choctaw Print Shop	2712 Enterprise Blvd	Rebar (DriveWay)	B	*		S.J.	
	Lewis Electric	1201 Briarwood (B3)	Meter Release	E	*		S.J.	
	Lewis Electric	1201 Briarwood (B4)	Meter Release	E	*		S.J.	
	Lewis Electric	1201 Briarwood (B5)	Meter Release	E	*		S.J.	
	Lewis Electric	1201 Briarwood (B6)	Meter Release	E	*		S.J.	
11/4/2022	Victory Housing	525 Pluto	Meter Release	E	*		S.J.	
	Victory Housing	617 Pluto	Meter Release	E	*		S.J.	
	Victory Housing	5634 Mars	Meter Release	E	*		S.J.	
	Victory Housing	5618 Mars	Meter Release	E	*		S.J.	
	Victory Housing	5610 Mars	Meter Release	E	*		S.J.	
	Victory Housing	5549 Mars	Meter Release	E	*		S.J.	
	Victory Housing	5557 Mars	Meter Release	E	*		S.J.	
	Victory Housing	5627 Mars	Meter Release	E	*		S.J.	
	Victory Housing	5626 Neptune	Meter Release	E	*		S.J.	
	Victory Housing	5550 Neptune	Meter Release	E	*		S.J.	
	Victory Housing	5557 Neptune	Meter Release	E	*		S.J.	
11/7/2022		1305 Dallas	No active water				S.J.	No one answered
		910 W Tennessee	Trash from tenants				S.J.	Property manager had scheduled to have cleaned
11/8/2022		2700 Magnolia	Homeless Camp				S.J.	Moved to back of property, County
	Blackburn	5224 Martin Circle	Ground Plumbing	P	*		S.J.	
11/9/2022		1122 Grant	Homeless in burn out house				S.J.	PD called, one went to jail
		1421 Baltimore	Debris left from squatters				S.J.	Owner called
	Wilkey	401 W Main	Gas Meter Release	P	*		S.J.	
	Redline Builders	196 Gail Farrell	Inside Rough-in	B/M/E/P	*		S.J.	
	Redline Builders	202 Gail Farrell	Inside Rough-in	B/M/E/P	*		S.J.	
	Stanley Wrecker Service	518 Bus 70	Pre-Inspection Questions				S.J.	
11/10/2022	AT&T Cell Tower	4570 W Main	Meter Release (Service A)	E	*		S.J.	
	B & H	401 N 12th	Gas Meter Release	P	*		S.J.	
	American Electric	916 W Louisiana	Meter Release	E	*		S.J.	
11/14/2022	Tucker	723 N 18th	Gas Meter Release	P	*		S.J.	
	Dinsmore	509 S 5th	Meter Release	E	*		S.J.	
	Dinsmore	511 S 5th	Meter Release	E	*		S.J.	
	Dinsmore	513 S 5th	Meter Release	E	*		S.J.	
	Dinsmore	421 W Alabama	Meter Release	E	*		S.J.	
	Dinsmore	423 W Alabama	Meter Release	E	*		S.J.	
	Narvaez Const	1415 W Mississippi	Meter Release	E	*		S.J.	
	Piazza Const	2712 Enterprise (Print Shop)	Above Ceiling	E/P	*		S.J.	
11/15/2022		5564 Neptune	Final	B/M/E/P		*	S.J.	Seal around doors, windows, garage door (exterior), seal master bedroom windows (interior) seal around wiring garage door opener
	Tucker	904 Meadowlark Ln	Gas Meter Release	P	*		S.J.	
	Solar Guys Of Ok	602 N 3rd	Solar Meter Release	E	*		S.J.	
11/16/2022		119 S 2nd	Vent Hood	M	*		S.J.	
		Choctaw pre development meeting					S.J.	
11/17/2022		Move offices					S.J.	
11/18/2022	Choctaw Housing	5564 Neptune	Called for inspection				S.J.	No violations had been corrected
	Piazza Const	2712 Enterprise	Gas inspection	P	*		S.J.	
		900 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		902 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		904 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		906 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		908 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		910 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		912 Taylor Brynn Ln	Gas inspection	P	*		S.J.	

Neighborhood Services

Daily Building Inspections Log (Jackson)

November-2022

Date	Name	Location/Address	Inspection Type	Abr	Pass	Fail	Initials	Comments
		914 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		916 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		918 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		918 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		920 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		922 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		901 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		903 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		905 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		907 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		909 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		911 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		913 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		915 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		917 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		919 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		921 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		923 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		1000 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		1002 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		1004 Taylor Brynn Ln	Gas inspection	P	*		S.J.	
		4721 Maddison Ln	Gas inspection	P	*		S.J.	
		4723 Maddison Ln	Gas inspection	P	*		S.J.	
		4725 Maddison Ln	Gas inspection	P	*		S.J.	
		4714 Maddison Ln	Gas inspection	P	*		S.J.	
		4716 Maddison Ln	Gas inspection	P	*		S.J.	
		4718 Maddison Ln	Gas inspection	P	*		S.J.	
		4720 Maddison Ln	Gas inspection	P	*		S.J.	
		4722 Maddison Ln	Gas inspection	P	*		S.J.	
		4724 Maddison Ln	Gas inspection	P	*		S.J.	
	Gamco	4652 Gamco Pl	Ground Plumbing	P	*		S.J.	
11/21/2022	Out of Office						S.J.	
11/22/2022	Out of Office						S.J.	
11/23/2022	Crawford	201 E Cedar	Temp Pole Release	E	*		S.J.	
	Crawford	812 N 4th	Meter Release	E	*		S.J.	
	Blackburn	319 S 9th	Gas Release	P	*		S.J.	
11/28/2022		600 Venus	Meter Release	E	*		S.J.	
	TriSmart Solar	3417 Lazy Ln	Solar Meter Release	E	*		S.J.	
	Cavenders	3825 N 1st	CO Inspection	B	*		S.J.	
	Red Line	524 S 5th	Final Inspection	B/M/E/P	*		S.J.	
	Red Line	526 S 5th	Final Inspection	B/M/E/P	*		S.J.	
	Red Line	528 S 5th	Final Inspection	B/M/E/P	*		S.J.	
11/29/2022	Blackburn	3418 Lionel	Sewer Line	P	*		S.J.	
	Blackburn	1410 Larkspur	Waterline riser	P	*		S.J.	
		119 S 2nd	Gas Release	P	*		S.J.	
	Victory Housing	5564 Neptune CO's issued	Final Inspection	B/M/E/P	*		S.J.	Dirt work done, no sod
	Victory Housing	5565 Neptune CO's issued	Final Inspection	B/M/E/P	*		S.J.	Dirt work done, sod on location
	Victory Housing	5557 Neptune CO's Issued	Final Inspection	B/M/E/P	*		S.J.	Dirt work done, sod on location
	Victory Housing	5549 Mars CO's issued	Final Inspection	B/M/E/P	*		S.J.	No dirt work done, no sod
	Victory Housing	5557 Mars CO's issued	Final Inspection	B/M/E/P	*	*	S.J.	Guest window, will not open
11/30/2022	Crawford	416 N 3rd	Meter Release	E	*		S.J.	
	Crawford	812 N 4th	Meter Release	E	*		S.J.	Had already been inspected, resent to OG&E
	Victory Housing	5565 Mars Ave CO's issued	Final Inspection	B/M/E/P	*		S.J.	No dirt work done, no sod
	Victory Housing	5573 Mars Ave CO's issued	Final Inspection	B/M/E/P	*		S.J.	No dirt work done, no sod

November-2022

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PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 11/01/2022 THRU 11/30/2022
 ISSUED DATES: 11/01/2022 THRU 11/30/2022
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
 STATUS: ALL

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

032849 ELEC	11/01/2022 11/01/2022	CHAVEZ, JESUS NEW ELECTRIC PERMIT	1215 W BEECH ST SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	ELECTRICAL REMODEL PERMIT 700.00	ELEC 104.00
032850 ELEC	11/02/2022 11/02/2022	LEWIS ELECTRIC NEW ELECTRIC PERMIT	1201 BRIARWOOD AVE B3-B6 SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	ELECTRICAL SERVICE 0.00	ELEC 204.00
032851 ELEC	11/02/2022 11/02/2022	SHINE SOLAR LLC NEW ELECTRIC PERMIT	724 W LIVEOAK ST SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	SOLAR PANEL PERMIT 18,240.00	ELEC 54.00
032852 SWIMMING	11/02/2022 11/02/2022	TEXOMA COUNTRY POOLS AND SP SWIMMING POOL PERMIT	3418 LIONEL LN SWIMMING - SWIMMING POOL	OWNER OWNER	SWIMMING POOL PERMIT 38,000.00	SWIMMING 154.00
032853 ELEC	11/02/2022 11/02/2022	SOLAR GUYS OF OKLAHOMA NEW ELECTRIC PERMIT	602 N 3RD AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	SOLAR PANEL PERMIT 17,000.00	ELEC 54.00
032854 BLDG ELEC PLUMB	11/02/2022 11/02/2022 11/02/2022 11/02/2022	PLYLER CONSTRUCTION CO NEW BUILDING PERMIT NEW ELECTRIC PERMIT NEW PLUMBING PERMIT	1800 W UNIVERSITY BLVD CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION	OWNER OWNER OWNER OWNER	COMMERCIAL REMODEL PERMIT 50,000.00 0.00 0.00 TOTAL VALUE 50,000.00 TOTAL FEE	COMM BLDG 629.00 179.00 179.00 987.00
032855 SIGN	11/03/2022 11/03/2022	TITAN SIGN COMPANY SIGN PERMIT	221 RADIO RD SIGN - SIGN PERMIT	OWNER OWNER	HTeaO SIGN PACKAGE (6 SIGNS SIGN 0.00	SIGN 1,204.00
032856 BLDG ELEC MECH PLUMB	11/03/2022 11/03/2022 11/03/2022 11/03/2022 11/03/2022	DEVELOP DURANT NEW BUILDING PERMIT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	135 W MAIN ST CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION	OWNER OWNER OWNER OWNER OWNER	COMMERCIAL REMODEL PERMIT 175,000.00 0.00 0.00 0.00 TOTAL VALUE 175,000.00 TOTAL FEE	COMM BLDG 1,378.70 286.10 286.10 286.10 2,237.00
032857 BLDG ELEC MECH PLUMB	11/03/2022 11/03/2022 11/03/2022 11/03/2022 11/03/2022	DEVELOP DURANT NEW BUILDING PERMIT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	119 S 2ND AVE CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION	OWNER OWNER OWNER OWNER OWNER	COMMERCIAL REMODEL PERMIT 50,000.00 0.00 0.00 0.00 TOTAL VALUE 50,000.00 TOTAL FEE	COMM BLDG 298.25 131.75 131.75 131.75 693.50
032858 SIGN	11/03/2022 11/03/2022	NTS SIGNS SIGN PERMIT	1027 W MAIN ST SIGN - SIGN PERMIT	OWNER OWNER	SIGN MODIFICATION PERMIT 4,600.00	SIGN 154.00
032859 MECH	11/10/2022 11/10/2022	JOHNSON'S HEAT & AIR NEW MECHANICAL PERMIT	119 S 2ND AVE CA - COMMERCIAL ALTERATION	OWNER OWNER	INSTALL VENT A HOOD 3,100.00	MECH 104.00
032860 SIGN	11/10/2022 11/10/2022	DOWDEY SIGNS SIGN PERMIT	305 W EVERGREEN ST SIGN - SIGN PERMIT	OWNER OWNER	NEW SIGN PERMIT 1,000.00	SIGN 204.00

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032861 SIGN	11/10/2022 11/10/2022	R&R SIGNS SIGN PERMIT	307 W ELM ST SIGN - SIGN PERMIT	OWNER OWNER	NEW WALL SIGN PERMIT 0.00	SIGN 204.00
032862 ELEC	11/10/2022 11/10/2022	AMERICAN ELECTRIC NEW ELECTRIC PERMIT	916 W LOUISIANA ST SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	SERVICE UPGRADE 0.00	ELEC 54.00
032863 PLUMB	11/10/2022 11/10/2022	B&H CONSTRUCTION NEW PLUMBING PERMIT	401 N 12TH AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	GAS METER REHANG 0.00	PLUMB 54.00
032864 PLUMB	11/14/2022 11/14/2022	TUCKER PLUMBING CO NEW PLUMBING PERMIT	723 N 18TH AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	GAS TEST 0.00	PLUMB 54.00
032865 ROOF	11/14/2022 11/14/2022	ACTS 29 ROOFING ROOF PERMIT	1100 W MAIN ST ROOF - ROOFING	OWNER OWNER	COMMERCIAL ROOF PERMIT 98,451.23	ROOF 154.00
032866 ELEC	11/15/2022 11/15/2022	SHINE SOLAR LLC NEW ELECTRIC PERMIT	5031 KIMBER LN SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	SOLAR PANEL PERMIT 49,696.00	ELEC 54.00
032867 BLDG FPM ELEC MECH PLUMB	11/17/2022 11/17/2022 11/17/2022 11/17/2022 11/17/2022	SUNSTAR, LLC NEW BUILDING PERMIT FLOOD PLAIN MANAGEMENT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	3636 FROST 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 125,000.00 0.00 0.00 0.00 0.00 <u>0.00</u>	RES BLDG 855.45 104.00 261.35 211.35 <u>261.35</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,693.50
032868 BLDG FPM ELEC MECH PLUMB	11/17/2022 11/17/2022 11/17/2022 11/17/2022 11/17/2022	SUNSTAR, LLC NEW BUILDING PERMIT FLOOD PLAIN MANAGEMENT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	3644 FROST 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 125,000.00 0.00 0.00 0.00 0.00 <u>0.00</u>	RES BLDG 830.60 104.00 257.80 207.80 <u>257.80</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,658.00
032869 BLDG FPM ELEC MECH PLUMB	11/17/2022 11/17/2022 11/17/2022 11/17/2022 11/17/2022	SUNSTAR, LLC NEW BUILDING PERMIT FLOOD PLAIN MANAGEMENT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	3706 FROST 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 125,000.00 0.00 0.00 0.00 0.00 <u>0.00</u>	RES BLDG 204.00 104.00 263.05 213.05 <u>263.05</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,047.15
032870 BLDG FPM ELEC MECH PLUMB	11/17/2022 11/17/2022 11/17/2022 11/17/2022 11/17/2022	SUNSTAR, LLC NEW BUILDING PERMIT FLOOD PLAIN MANAGEMENT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	3707 FROST 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 125,000.00 0.00 0.00 0.00 0.00 <u>0.00</u>	RES BLDG 903.75 104.00 268.25 218.25 <u>268.25</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,762.50

PROJECTS: 0 -ZZZZZZZZZZ
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STATUS: ALL

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

032871	11/17/2022	SUNSTAR, LLC	3715 FROST LN	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	11/17/2022	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	855.45
FPM	11/17/2022	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	11/17/2022	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	261.35
MECH	11/17/2022	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	211.35
PLUMB	11/17/2022	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	<u>0.00</u>	<u>261.35</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,693.50
032872	11/17/2022	SUNSTAR, LLC	3723 FROST LN	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	11/17/2022	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	830.60
FPM	11/17/2022	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	11/17/2022	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	257.80
MECH	11/17/2022	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	207.80
PLUMB	11/17/2022	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	<u>0.00</u>	<u>257.80</u>
TOTAL VALUE					0.00	TOTAL FEE 1,658.00
032873	11/17/2022	SUNSTAR, LLC	2718 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	11/17/2022	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	830.60
FPM	11/17/2022	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	11/17/2022	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	257.80
MECH	11/17/2022	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	207.80
PLUMB	11/17/2022	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	<u>0.00</u>	<u>257.80</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,658.00
032874	11/17/2022	SUNSTAR, LLC	2726 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	11/17/2022	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	855.45
FPM	11/17/2022	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	11/17/2022	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	261.35
MECH	11/17/2022	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	211.35
PLUMB	11/17/2022	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	<u>0.00</u>	<u>261.35</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,693.50
032875	11/17/2022	SUNSTAR, LLC	2800 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	11/17/2022	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	204.00
FPM	11/17/2022	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	11/17/2022	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	250.65
MECH	11/17/2022	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	200.65
PLUMB	11/17/2022	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	<u>0.00</u>	<u>250.65</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,009.95
032876	11/17/2022	SUNSTAR, LLC	2801 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	11/17/2022	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	855.45
FPM	11/17/2022	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	11/17/2022	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	261.35
MECH	11/17/2022	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	211.35
PLUMB	11/17/2022	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	<u>0.00</u>	<u>261.35</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,693.50

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 11/01/2022 THRU 11/30/2022
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 STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
032877 DEMO	11/17/2022 11/17/2022	WRIGHT, ROY DEMOLITION	1122 GRANT AVE DEMO - DEMOLITION	OWNER OWNER	DEMO PERMIT 0.00	DEMO 104.00
032878 ELEC	11/23/2022 11/23/2022	CRAWFORD ELECTRIC PROPETIE NEW ELECTRIC PERMIT	812 N 4TH AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	PANEL CHANGE OUT 0.00	ELEC 54.00
032879 ELEC	11/23/2022 11/23/2022	CRAWFORD ELECTRIC PROPETIE NEW ELECTRIC PERMIT	201 E CEDAR CA - COMMERCIAL ALTERATION	OWNER OWNER	SERVICE METER POLE 1,000.00	ELEC 54.00
032880 SIGN	11/23/2022 11/23/2022	R&R SIGNS SIGN PERMIT	1025 W MAIN ST SIGN - SIGN PERMIT	OWNER OWNER	NEW WALL SIGN & POLE SIGN M SIGN 0.00	279.00
032881 SWIMMING	11/28/2022 11/28/2022	VENTURE CUSTOM POOLS SWIMMING POOL PERMIT	4925 PARCO DR SWIMMING - SWIMMING POOL	OWNER OWNER	SWIMMING POOL PERMIT 129,480.00	SWIMMING 154.00
032882 ROOF	11/29/2022 11/29/2022	ABEL ALEMAN ROOFING COMPANY ROOF PERMIT	824 N 4TH AVE ROOF - ROOFING	OWNER OWNER	NEW ROOF PERMIT 6,774.00	ROOF 79.00
032883 ELEC	11/30/2022 11/30/2022	CRAWFORD ELECTRIC PROPETIE NEW ELECTRIC PERMIT	416 N 3RD AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	SERVICE UPGRADE 800.00	ELEC 54.00
032884 ELEC	11/30/2022 11/30/2022	CIBERY, LIANA NEW ELECTRIC PERMIT	1111 HILL ST SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	ELECTRIC REMODEL 0.00	ELEC 154.00
*** TOTALS ***		NUMBER OF PROJECTS:	36	VALUATION:	1,768,841.23	FEES: 23,227.10

PROJECTS: 0 -ZZZZZZZZZZ
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STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLDG - NEW BUILDING PERMIT	13	1,400,000.00	9,531.30
DEMO - DEMOLITION	1	0.00	104.00
ELEC - NEW ELECTRIC PERMIT	23	87,436.00	4,037.60
FPM - FLOOD PLAIN MANAGEMENT	10	0.00	1,040.00
MECH - NEW MECHANICAL PERMIT	13	3,100.00	2,622.60
PLUMB - NEW PLUMBING PERMIT	15	0.00	3,305.60
ROOF - ROOF PERMIT	2	105,225.23	233.00
SIGN - SIGN PERMIT	5	5,600.00	2,045.00
SWIMMING - SWIMMING POOL PERMIT	2	167,480.00	308.00
*** TOTALS ***	84	1,768,841.23	23,227.10

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 11/01/2022 THRU 11/30/2022
ISSUED DATES: 11/01/2022 THRU 11/30/2022
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
CA - COMMERCIAL ALTERATION	5	13	279,100.00	4,075.50
DEMO - DEMOLITION	1	1	0.00	104.00
ROOF - ROOFING	2	2	105,225.23	233.00
SFR - SINGLE FAMILY RESIDENTIAL	10	50	1,125,000.00	15,567.60
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	11	11	86,436.00	894.00
SIGN - SIGN PERMIT	5	5	5,600.00	2,045.00
SWIMMING - SWIMMING POOL	2	2	167,480.00	308.00
*** TOTALS ***	36	84	1,768,841.23	23,227.10

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: 11/01/2022 THROUGH 11/30/2022
ISSUED RANGE FROM: 11/01/2022 THROUGH 11/30/2022
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 ***

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

November-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
11/1/2022		1803 Rodeo Rd	Overgrown lot, dumping	Took pics, will reach out to owner				TD/GW	P.C.	
		2306 Rodeo Rd	Complaint of light	Attempted contact will F/U				O	P.C.	
		2608 Rodeo Rd	Dilapidated structure	Owner was supposed to demo before 11/1/22 and has not; will condemn property				D	P.C.	
		1600 N Washington	Complaint of sign	Removed sign				O	P.C.	
		1928 Larkspur Ln	Inquire about other property	Will contact owners				GW/JV/MC	P.C.	
		300 W Evergreen	Homeless in alley	Removed				O/MC	P.C.	
		402 Westside Dr	Truck maintenance	Dropped city vehicle off				O	P.C.	
11/2/2022		629 S 10th	Unsecured, tall grass and trash	Condemned/lettered	L			D/GW/TD	P.C.	
		2700 Business 70	Possible water tampering	All violations in county not city				O	P.C.	
		910 W Tennessee	Trash throughout yard	Will contact manager				TD	P.C.	
		Animal Shelter	Shelter Maintenance					ACO	P.C.	
		120 S 5th	Report of animal at large	Assisted ACO				ACO	P.C.	
		416 W Louisiana	Ice box at curb	Contacted owner				JA/MC	P.C.	
		311 S 4th	Animals at large	Assisted ACO				ACO	P.C.	
11/3/2022		715 N 2nd	F/U on Lg pile of trash	24hr issued				TD	P.C.	
		1004 Taylor Brynn Ln	Electric box	Replaced Accepted tag				O	P.C.	
		1002 Taylor Brynn Ln	Electric box	Replaced Accepted tag				O	P.C.	
		1000 Taylor Brynn Ln	Electric box	Replaced Accepted tag				O	P.C.	
		12th and University	Report of possible tree falling	Tree not damaged just trimmed by highline company				TS	P.C.	
		722 W Beech	Possible no water	Owners moved house vacant				D	P.C.	
11/4/2022		918 W Live Oak	Debris under carport	Courtesy Letter	CL			TD	P.C.	
		920 W Elm	Complaint of junk vehicle, old carpet and microwaves	Car was not junk, tenant moving appliances and carport belongs to owner				TD/JV/JA/MC	P.C.	
		1910 W Cedar	Couches and debris at curb	On extra haul list				TD/MC	P.C.	
		1802 W Cedar	Debris at curb	On extra haul list				TD/MC	P.C.	
	Animal Control	1819 Maple	4 Dogs at large	Ran them back into fence and notified ACO				ACO	P.C.	
		623 N 4th	Trash	Posted for CE				TD	P.C.	
		32 W Locust	Overgrown	Posted for CE				GW	P.C.	
		622 McClean	Unsecured	Posted for CE				D	P.C.	
11/8/2022		623 N 4th	Trash	Checked for CE				TD	P.C.	
		32 W Locust	Overgrown	Checked for CE				GW	P.C.	
		622 McClean	Unsecured	Checked for CE				D	P.C.	
		1000 Chuckwa 2C	No water/tampering	No one there, property owner was called				D	P.C.	
		1000 Chuckwa	Couches, junk cars, trash	Owner addressing				TD/JV/JA/MC	P.C.	
		1408 Chuckwa	F/U on grass and weeds	Owner mowed				GW	P.C.	
		Chuckwa & Oak Hills	Complaint of directional real estate sign	Removed sign				O	P.C.	
		University & Criswell	Complaint of construction material in sight tri.	Checked violation, notified streets department				O	P.C.	
		2611 University	F/U on grass and weeds	Owner mowed				GW	P.C.	
		398 N 49th	ComDev shirts	Dropped of for ComDev				O	P.C.	
		724 W Pine	Complaint of debris on sidewalk	Warning				TD	P.C.	
		1015 W Locust	F/U on couches and trash at curb	Owner removed				TD	P.C.	
		715 N 2nd	F/U on debris at curb	Owner removed				TD	P.C.	
11/9/2022		1121 W Louisiana	Large pile of trash	Courtesy Letter	CL			TD	P.C.	
		404 s 12th	Large pile of trash	Courtesy Letter	CI			TD	P.C.	
		614 N 2nd	Burnt structure	Owners having torn down				D	P.C.	
		713 W Beech	Burnt structure	Owners having torn down				D	P.C.	
		1122 Grant	Homeless in Condemn house	PD arrested				O/MC	P.C.	
		629 S 10th	Unsecure, trash, grass	Mailed for CE				D/GW/TD	P.C.	
		1305 Dallas	Trash and roof damage	Mailed for CE				D/TD	P.C.	
		2700 Magnolia	Trash	Mailed for CE				TD	P.C.	
		420 N 1st	Tires piled, overgrown	Mailed for CE				TD	P.C.	

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

November-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
		Lot E Arkansas	Overgrown	Mailed for CE				GW	P.C.	
		800 Virginia	Overgrown	Mailed for CE				GW	P.C.	
11/10/2022		Animal Shelter	Maintenance	Went over drainage				O	P.C.	
		125 W Louisiana	Burnt Structure	Letter sent	CL			D	P.C.	
		602 N 13th	Burnt Structure	Letter sent	CL			D	P.C.	
		1305 Dallas	Trash and roof damage	Posted for CE				D/TD/GW	P.C.	
		2700 Magnolia	Trash	Posted for CE				TD	P.C.	
		420 N 1st	Tires piled, overgrown	Posted for CE				TD	P.C.	
		Lot E Arkansas	Overgrown	Posted for CE				GW	P.C.	
		800 Virginia	Overgrown	Posted for CE				GW	P.C.	
		629 S 10th	Unsecure, trash, grass	Posted for CE				D/TD/GW	P.C.	
	Animal Control	116 W Live Oak	Animal at large, junk car, trash	ACO took dog, warning for car and trash				ACO/JV/TD	P.C.	
11/14/2022		J & N Tire		Paid past balance				O/MC	P.C.	
		623 N 4th	Limbs on sidewalk	Removed				TD	P.C.	
		1122 Grant	Burnt structure	Met with owner for plan of action				D/MC	P.C.	
		821 N 15th	Brush in alley	Left by trimming contractor				TD	P.C.	
		719 N 12th	Trash in front and back	Vacant, Courtesy letter	CL			TD	P.C.	Tenant moved out, home owner is getting rolloff
		N 17th & Elm	Limb in road	Removed				TD	P.C.	
		626 W Tennessee	F/U on jv, trash	Owner removed				JV/TD	P.C.	
11/15/2022		724 W Pine	F/U on debris	Owner removed				TD	P.C.	
		317 W Elm	Debris piled at curb	Warning				TD	P.C.	
		214 Sycamore	Overgrown lot	Courtesy Letter	CL			GW	P.C.	
		218 Sycamore	Overgrown lot	Courtesy Letter	CL			GW	P.C.	
		418 N Malone	Improper screening	Certified letter				O	P.C.	
		Shelter	Maintenance					O	P.C.	
		Signs						O	P.C.	
		416 W Louisiana	F/U on ice box	Owner removed				JA	P.C.	
11/16/2022		317 W Elm	F/U on debris at curb	Vacant will letter	CL			TD	P.C.	
		517 N 2nd	Tall grass	Hanger				GW	P.C.	
		513 N 2nd	Vacant, report of homeless	No homeless found				O	P.C.	
		720 W Mulberry	2 Couches at curb	Owner will remove				TD/MC	P.C.	
		225 W Main	Owner of 629 S 10th	Went over violations				O/MC	P.C.	
11/17/2022	Moved office	1115 N 1st	Signage	Owner removing				O/MC	P.C.	
11/18/2022	Dug drain at ACO	1905 Fisherman Ln	Overgrown lot	Letter	L			GW	P.C.	
11/21/2022		212 E Evergreen	Lot overgrown	Hanger				GW	P.C.	
		216 E Evergreen	Lot overgrown	Hanger				GW	P.C.	
		224 E Evergreen	Overgrown, unsecured cellar	Warning				GW/D	P.C.	
		1400 Wendell	Debris on porch	Contact owner				TD	P.C.	
		1407 Wendell	Overgrown vacant	Courtesy letter	CL			GW	P.C.	
		1409 Wendell	Brush	Warning				TD	P.C.	
		1818 W Evergreen	Overgrown vacant	Courtesy letter	CL			GW	P.C.	Wrong Owner Listed
		2002 W Evergreen	Leaves And limbs at curb	Hanger				TD	P.C.	
		300 NE 18th	Report of several large trucks	No violation found				O	P.C.	
11/22/2022		921 Crooked Oak	Report of large limb in road	Cut up and removed				TD	P.C.	
		608 S 9th	Business operating no permits	Posted stop work order				O/MC	P.C.	
		606 S 9th	Business operating no permits	Posted stop work order				O/MC	P.C.	
		629 S 10th		Checked for CE				GW/TD/D	P.C.	
		1305 Dallas		Checked for CE				TD/D	P.C.	
		420 N 1st		Checked for CE				TD	P.C.	
		E Arkansas		Checked for CE				GW	P.C.	
		800 Virginia		Checked for CE				GW	P.C.	
		City Hall	Moved furniture from airport					O	P.C.	
		2700 Olivia	Tall grass	Owner mowing				GW/MC	P.C.	
		Joe Bullard Dr	Report of abandoned car	Car not abandon owner moved				JV/MC	P.C.	
11/23/2022		Signs		Removed				O	P.C.	
		124 W Cedar	Temp sign	Will check permit				O	P.C.	

Neighborhood Services
Daily Code Enforcement Log (Cottrell)

November-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
		321 N 2nd	Polycart overloaded trash piled beside	Contact owner				TD	P.C.	
		1507 N 10th	Large pile of bags of leaves	Hanger				TD	P.C.	
		1515 N 10th	Brush, leaves, treadmill at curb	Warning				TD	P.C.	
		1202 W Elm	Junk car at curb	48hr warning				JV	P.C.	
		32 Locust	F/U on overgrown lot	Owner mowed				GW	P.C.	
		1101 N 1st	Trash and mattress	Courtesy letter	CL			TD	P.C.	
11/29/2022		1202 W Elm	F/U on Junk car	Owner removed				JV	P.C.	
		918 W Locust	Limbs at curb	Hanger				TD	P.C.	
		623 W Locust	Brush	Hanger				TD	P.C.	
		601 N 9th	Brush	Hanger				TD	P.C.	
		509 Meadowlark	Dilapidated, debris, overgrown	Certified letter				D/TD/GW/TS	P.C.	
		3601 Carthridge	Report of yard flooding from neighbors	Owner showed me concern				O/MC	P.C.	
		3600 Overland	Complaint of back yard standing in water	Will letter	L			O	P.C.	
	Animal Control	1015 Cemetery	2 Dogs at large, homeless camp	Found dogs and camp, no one there				MC/ACO/O	P.C.	PD Assisted
		1822 W Elm	Complaint of debris piled up	24 hr				TD	P.C.	
		924 N 12th	Brush	Owner getting on list				TD	P.C.	
11/30/2022		416 N 3rd	Electrical inspection	Accepted				O	P.C.	
		1909 W Evergreen	No water, no electric	Condemned				D/TD/JA/JV	P.C.	PD Assisted
		421 W Alabama	Concrete inspection	Accepted				O	P.C.	
		Kimberly Rd	Concrete inspection	Accepted				O	P.C.	
		2608 Rodeo	Roof damage, holes in side	Condemned				D	P.C.	
		Cemetery Rd	Report of camp in back of cemetery	No camp found				O	P.C.	
		Cemetery S of 70	Report of camp at dead end	No camp found				O	P.C.	
		Shelter	Window broken	measured and will replace				O	P.C.	

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Rudolf)

November-2022

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Comments
11/1/2022										
11/2/2022 - 11/4/2022	Basic Code Class Training									
11/7/2022		Gated lot on Sunnyside	Reports of trash and debris piled	Will letter				TD	AR	
		Empty lot next to Elks Lodge	Overgrown	Will letter				GW	AR	
		Dollar Tree	Report of trash and debris behind	Spoke with manager				TD/MC	AR	
		Gamestop	Homeless camp	Spoke with manager and asked homeless to leave				O	AR	
		4th and Locust	Report of trash and debris around home	Spoke with owner he is cleaning				TD	AR	
		625 N 4th	Vacant house	Will letter	L			O	AR	
		710 N 4th	School bus in driveway	Spoke with owner will be moved				JV	AR	
		Alley next to 818 W Beech	Report of junk vehicle blocking alley	No vehicle found				JV	AR	
11/8/2022		415 Northridge	Junk vehicle follow up	Owner repaired and tagged				JV	AR	
		105 Northridge	Junk vehicle follow up	Owner removed				JV	AR	
		5020 Kimberly Dr	Unmowed lot perimeter	Left a hanger				GW	AR	
		5205 Pheasant run	Report of overgrown lot	Will letter				GW	AR	
		5421 Robin	Junk Appliance at curb	left hanger				JA	AR	
		5416 Robin	Dumping on city property	met with owner				TD/MC	AR	
11/9/2022		Elite Cars N 1st	Signs and banners	met with manager				O	AR	
		5421 Robin	Junk Appliance at curb	follow up				JA/FU	AR	
		5416 Robin	Dumping on city property	follow up				TD/FU	AR	
		Elite Cars N 1st	Education on codes	met with owner				O	AR	
		515 NE 5th	Complaint on people in camper	Spoke with tenants camper will be removed				O	AR	
		300 NE 18th	Complaint of semis in roadway	Spoke with owner he is taking care of the issue				O	AR	
		701 N 18th	Sight triangle issue	picked up and hauled limbs off myself				O	AR	
11/10/2022		800 W Virginia	Posted for CE						AR	
		629 S 10th	Posted for CE						AR	
		Empty Lot on E Ark	Posted for CE						AR	
		1305 Dallas	Posted for CE						AR	
		2700 E Business 70	Posted for CE						AR	
		420 N 1st	Posted for CE						AR	
		S Cemetery Road	Report of a cow dead in road	Nothing found				O	AR	
		Sunnyside road	Report of more dumping	Will letter property owner				TD	AR	
11/14/2022		631 S 12th	Report of fallen trees along roadway	Nothing found				TD	AR	
		1414 W Alabama	Trash at curb	owner will remove				TD/MC	AR	
		501 S 13th	Trash all around house	Will letter property owner				TD	AR	
		220 E Mulberry	Trash and Trailer scattered around lot	Spoke with owner				TD/JV	AR	
		419 E Pine	Junk vehicles behind house	Spoke with owner				JV	AR	
		407 E Mulberry	Tires and trashed vehicles in lot	Spoke with owner				TD/JV	AR	
11/15/2022		1603 W Olive	Complaint of Trash	Left hanger				TD	AR	
		Northridge vehicles	Follow up	Owners tagged and moved				JV	AR	
		3825 N 1st	Addressing	Code education				O	AR	
		S 1st empty lot	Complaint of trees and limbs at curb	Spoke with owner				TD	AR	
		Bryan dr (car lot)	Complaint of dumping trash in back	Spoke with manager				TD	AR	
		Boomerang	Dumping complaint	Spoke with employee				TD	AR	
		Tractor supply	Broken pallets and trash behind building	spoke with manager will remove				TD	AR	
11/16/2022		220 E Mulberry	Follow up	No change will letter	L			TD/JV	AR	
		419 E Pine	Follow up	No change will letter	L			JV	AR	
		407 E Mulberry	Follow up	No change will letter	L			TD/JV	AR	
		Maxey dr	Tree fallen in street	removed				TD	AR	
		Gerlach dr/ all star storage	Banner flags out front	Spoke with employee				O	AR	
		Leasing lots on N 1st	Banner flag next to road	Called property owner				O	AR	
11/17/2022		415 E Arkansas	Follow up on condemned property	Contacted owner/ tenant is working on cleaning up				D	AR	
		501 S 13th	Follow up after no contact	Will letter property owner	L			TD	AR	

November-2022

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City of Durant

Neighborhood Services

Daily Animal Control Log (Matekovic)

November-2022

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
11/1/2022	1204 Dallas	Animal Complaint	Follow Up	3W	KM	
	1108 Wilson	Welfare Check	Animals Ok	N/A	KM	
	1019 N 2nd	Animal in Trap	picked up trap (raccoon)	N/A	KM	
	112 S 7th	Animal at Large	1 dog picked up	N/A	KM	
	1109 Mississippi	Animal at Large	taken home talked to owner	1W	KM	
11/2/2022	City Hall	Animal at Large	UTL	N/A	KM	
	416 Louisiana St	Animal at Large/ Junk Appliances	1 dog picked up	2W	KM	
	Mason St	Animal at Large	Returned home/talked to	N/A	KM	
	shelter	animal drop off	two dogs were dropped off	N/A	KM	
	Shelter	Rescue pick up	1 dog left	N/A	KM	
	Shelter	Owner Pick up	1 dog left	N/A	KM	
11/3/2022	510 N 18th	Animal Complaint	talked to RP	N/A	KM	
	Grand/Denison	Animal at Large	UTL	N/A	KM	
	14/Louisiana	Animal at Large	UTL	N/A	KM	
	1212 W. Alabama	Animal at large	returned home	2W	KM	
	Choctaw Casino	Animal at large	UTL	N/A	KM	
	Choctaw Casino	Animal at Large	PU 1 M Anatolian/Great pyrenees X W/ red nylon collar	N/A	KM	
11/4/2022	115 Cornell dr.	injured animal	UTL	N/A	KM	
11/7/2022	513 N. 8th	Hoarding	MC w/ Robin Edwards (6 animals on property)	1W	KM	
	Shelter	Took animal to vet	Took animal to vet due to swelling of the jaw	N/A	KM	
	2309 Mason	Animal Complaint	MC w/ RP	NA	KM	
	Maple/18th	Animal at Large	MC w/ owner	NA	KM	
	4801 Woodlawn	Animal at Large	PU 1 Dog	N/A	KM	
	Shelter	Rescue pick up	Health Certs	N/A	KM	
	Shelter	Rescue drop off	2 dogs dropped off	N/A	KM	
11/8/2022	115 Cornell dr.	injured animal	PU 1 M pit X Merle/brn/wht	N/A	KM	
	423 S. 12	trap	PU 3 kittens tabby in color	N/A	KM	
	4255 Armstrong rd	trap	PU 3 cats	N/A	KM	
	Briarwood Apt	Animal at large	UTL	N/A	KM	
	NE 2nd/Mulberry	Animal at large	PU 1 M chihuahua blk/brn/wht	N/A	KM	
	Walmart	Animal at large	PU 2 M Pit X 1 blk/wht 1 blk/brn/wht	N/A	KM	
	Larksville village	Animal at Large	PU 1 M Shepherd X blk/brn/wht	N/A	KM	
11/9/2022	shelter	Animal at Large	turned in 1 M Xbreed brn/tn	N/A	KM	
11/10/2022	116 N. 9th	Animal at Large	UTL	N/A	KM	
11/14/2022	3740 Dawna	Animal Complaint	UTL	N/A	KM	
11/15/2022	Coles Towing	Trailer was towed w/ dog inside	PU 2 M Pit X 1 gry/wht 1 brn/wht 1 F Pit X gry/wht citation written 11/22/22	NA	KM	
11/16/2022	Jack in the box	Animal At Large	PU 1 Yorkshire Terrier M sterilized Blk/brn w/ blue collar taken home	N/A	KM	
	City Hall	Animal at Large	PU 1 Fem great pyrenees X wht w/ blue nylon collar	N/A	KM	
11/21/2022	420 Oil Mill rd	Animal at Large	PU 3 puppies	N/A	KM	
11/22/2022	Walmart	Donation	Picked up donations	N/A	KM	
	shelter	owner pick up	citation for animal cruelty and living conditions dogs pu on 11/15/2022	1C	KM	
11/28/2022	116 LiveOak	Animal at large	UTL	N/A	KM	
	909 Brookside	pigs in backyard	UTL	1W	KM	

City of Durant

Neighborhood Services

Daily Animal Control Log (Matekovic)

November-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	5	4	0	1	0	0	0	0	0	0	0	0	0	0	0
2	6	2	0	1	0	0	0	1	0	1	0	0	0	0	0
3	6	2	0	1	0	0	0	0	0	0	0	0	0	0	0
4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5															
6															
7	7	1	0	1	0	0	0	0	0	0	0	0	0	0	0
8	7	0	0	5	6	0	0	0	0	0	0	0	0	0	0
9	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
10	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11															
12															
13															
14	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	1	0	0	3	0	0	0	0	0	0	0	0	0	0	0
16	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0
17															
18															
19															
20															
21	1	0	0	3	0	0	0	0	0	0	0	0	0	0	0
22	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0
23															
24															
25															
26															
27															
28	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0
29															
30															
31															
Total	43	0	0	18	6	0	0	1	0	1	0	0	0	0	0

Comments:

I have been observing ACO Beckham, when I am done cleaning the shelter.

City of Durant

Neighborhood Services

Daily Animal Control Log (Beckham)

November-2022

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
11/1/2022	1304 Dallas	Animal Complaint	Follow up	3W	DB	
	1108 Wilson	Welfare check	Animals ok	N/A	DB	
	1019 N 2nd	Animal in trap	picked up trap	N/A	DB	
	112 S 7th	Animal at large	1 dog picked up	N/A	DB	
	1109 Mississippi	Animal at large	taken home talked to owner	1W	DB	
11/2/2022	City Hall	Animal at large	UTL	N/A	DB	
	416 Louisiana St	Animal at large/ Junk appliances	1 dog picked up	2W	DB	
	Mason St	Animal at large	Returned home/ talked to owner Follow up	N/A	DB	
	Georgia St	Dog food drop off	dropped off dog food	N/A	DB	
	Community building	Animal Complaint	Checked on dogs	1W	DB	
	Shelter	Animal Drop off	Two dog dropped off	N/A	DB	
	Shelter	Rescue pick up	1 Dog left	N/A	DB	
	Forest Circle	Dead Animal	Picked up dead animal	N/A	DB	
	Shelter	Owner pick up	1 dog left	N/A	DB	
11/3/2022	510 N 18th	Animal Complaint	Follow up	2W	DB	
	Grand/ Denison	Animal at large	UTL	N/A	DB	
	14th/ Louisiana	Animal at large	UTL	N/A	DB	
	1212 W Alabama	Animal at large	went home	2W	DB	
	Waco St	3 dogs at large	taken home talked to owner	2W	DB	
	1020 W Cedar	Animal at large	UTL	N/A	DB	
	Georgia St	Animal Complaint	Talked to RP	N/A	DB	
11/7/2022	Maple St	Animal at large	took home	2W	DB	
	511 S 13th	Animal Complaint	Talked to RP	2W	DB	
	2309 Mason	Animal Complaint	Talked to Rp	N/A	DB	
	Maple/ 18th	Animal at large	Talked to owner	2W	DB	
	513 N 8th	Welfare Check	Dogs ok	N/A	DB	
	4801 Woodlawn	Animal at large	1 dog Picked up	N/A	DB	
	Credit Cars	Dog in Repoed Car	1 dog picked up	N/A	DB	
	Loves	Animal at large	Taken home talked to owner	4W	DB	
	S 13th/Louisiana	Animal at large	Taken home talked to owner	1W	DB	
	301 S Louisiana	animal Complaint	Talked to RP	N/A	DB	
	Larkspur	Animal at large	UTL	N/A	DB	
	412 S 12th	Animal Complaint	Talked to RP	N/A	DB	
	702 Live Oak	Animal at large	UTL	N/A	DB	
	Shelter	Rescue pick up	Health Certs	N/A	DB	
	Shelter	Rescue Drop off	2 Dogs dropped off	N/A	DB	
	1501 9th	Animal Complain	Talked to RP	N/A	DB	
	Travel Plaza	Animal at large	UTL	N/A	DB	
11/8/2022	4255 9th	3 Cats picked up	3 Cats picked up	N/A	DB	
	Walmart	2 Dogs at large	picked up 2 Dogs	N/A	DB	
	Shelter	possible adoption	not interested	N/A	DB	
	Larksville Village	Animal at large	1 dog picked up	N/A	DB	
11/10/2022	1201 N 3rd	Animal at large	UTL	N/A	DB	
	Mason St	Animal Complaint	Talked to RP	N/A	DB	
	1508 W Evergreen	Stray Cat	Picked up Taken to Vet	N/A	DB	
	3029 Qualridge	Animal Complaint	Talked to RP	N/A	DB	
	116 N 9th	Animal at large	UTL	N/A	DB	
	516 N 18th	Animal Complaint	Talked to RP	N/A	DB	
	922 W Mulberry	Animal at large	UTL	N/A	DB	
11/14/2022	912 Willow st	Animal Complaint	Talked to RP	N/A	DB	
	7th/ Arkansas	Animal at large	put back in fence	2W	DB	
	HWY 70	Cow Out	Put back in fence	N/A	DB	
	111 W Georgia st	Animal at large	Sent home	1W	DB	
	1120 Hill ST	Animal Complaint	Talked to RP	N/A	DB	
11/21/2022	1202 N 7th	Animal at large	UTL	N/A	DB	
	N 4th	Animal at large	Taken home talked to owner	1W	DB	
	420 Oil Mill Rd	Animals dumped	3 Dogs picked up	N/A	DB	
11/22/2022	1312 N 1st	Animal at large	UTL	N/A	DB	
	3rd/4th	Animal at large	UTL	N/A	DB	

City of Durant

Neighborhood Services

Daily Animal Control Log (Beckham)

November-2022

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
	Walmart	Donation pick up	Picked up donations	N/A	DB	
	1107 Colt Dr	Animal Complaint	Talked to Rp	N/A	DB	
	Shelter	Owner pick up	Kept dogs	1C	DB	
11/23/2022	600 S 6th	Animal at large	Taken home talked to owner	1W	DB	
	HWYY 69/70	Animal at large	UTL	N/A	DB	
	Tag office	Animal at large	UTL	N/A	DB	
	18th/ Maple	Animal at large	Taken home talked to owner	2W	DB	
11/28/2022	Texas st	Animal Complaint	Talked to RP	N/A	DB	
	116 Live oak	Animal at large	UTL	N/A	DB	
	Donna street	Animal At large	Taken home talked to owner	2W	DB	
	909 Brookside	pigs in backyard	UTL	1W	DB	
11/29/2022	N 10th	Animal at large	UTL	N/A	DB	
	Taco Bell	Dog tied up	UTL	N/A	DB	
11/30/2022	912 Willow st	Arctic fox at large	UTL	N/A	DB	
	7th/Arkansas	assisted police	Canceled	N/A	DB	
	HWY 70	Cow out	Put back in fence unable to locate owners	N/A	DB	
	111 W Georgia	Animal at large	Returned home/ talked to owner Follow up	1W	DB	
	1120 Hill st	Animal complaint	talked to RP	N/A	DB	

City of Durant

Neighborhood Services

Daily Animal Control Log (Beckham)

November-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	5	4W	0	1	0	0	0	0	0	0	0	0	0	0	0
2	9	3W	0	1	0	0	0	1	0	1	0	0	0	0	0
3	7	6W	0	0	0	0	0	0	0	0	0	0	0	0	0
4	5	2W	0	0	0	0	0	0	0	0	0	0	0	0	0
5															
6															
7	18	11W	0	2	0	0	0	0	0	0	0	0	0	0	0
8	4	0	0	3	3	0	0	0	0	0	0	0	0	0	0
9															
10	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															
21	3	1W	0	3	0	0	0	0	0	0	0	0	0	0	0
22	5	1C	0	0	0	0	0	0	0	0	0	0	0	0	0
23	4	3W	0	0	0	0	0	0	0	0	0	0	0	0	0
24	4	3W	0	0	0	0	0	0	0	0	0	0	0	0	0
25															
26															
27															
28	4	3W	0	0	0	0	0	0	0	0	0	0	0	0	0
29	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	2	1W	0	0	0	0	0	0	0	0	0	0	0	0	0
31															
Total	79	37W/1C	0	10	3	0	0	1	0	1	0	0	0	0	0

Comments:



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Parks and Recreation Monthly Report- November 2022

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. Nov 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: December 5, 2022
SUBJECT: Monthly Report for October 2022

Parks Department

The following work in October was completed

1. Mowed trimmed and general maintenance for all grounds the parks crews cover including parks, right of ways, flood plains and highways.
2. Continued work for the Unity Statue area at Carl Albert.
 - a. Currently waiting on Texoma Manufacturing to place the monument in place so we can continue with the groundwork to bring everything up to the correct grade. After grade work we are going to install the concrete sidewalk and ring. Finally install the benches and the LED Multi color lights around the monument.
3. Set up for Christmas tree ceremony: setting up included but not limited to
 - a. Putting lights up on top of city Hall
 - b. Purchasing and setting up Christmas tree
 - c. Lights on Christmas tree
 - d. Hung banners, garland, and wreaths on light poles around town
 - e. Planned and orchestrated a Drone Light show
 - f. Put up lights on Market Square
 - g. Put out various decorations around the city
4. Budget Analysis: Please see end for justifications
 - a. Daily Field Rental- Current \$50 No change
 - b. Hourly Rental with lights- Current \$0- Proposed \$30
 - c. Pavilion Rental- Current \$0- Proposed \$10

Durant Multi Sports Complex

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

1. General park maintenance mowing edging trimming grass.
2. Wrapped up all recreation leagues for fall
3. Budget Analysis: Please look at the end for justifications.
 - a. Field Deposit-Current \$25-No Change
 - b. Field Rental Hourly- Current \$15.00- Proposed \$30.00
 - c. Tournament Use Fee-\$150/Field/Day- Proposed \$250.00
 - d. Tournament Deposit-\$100/Day- NO Change

- e. Recreation League Fee-\$10/kid- Proposed \$12.00
- f. Camp Fee-Current \$0.00- Proposed \$50.00

Swimming Pool

- 1. Winterized all of pool and started work on refurbishing lining and sealing cracks on pool floor
- 4. Budget Analysis: Please look at the end for justifications
 - a. Admission Fees
 - i. Child 0-5: Currently \$1-Proposed Child 0-3-Proposed Free
 - ii. Students 6-18: Currently \$3.50 - Proposed \$4.00
 - iii. Adults 19-54: Currently \$4.00 - Proposed \$5.00
 - iv. Seniors 55 and older: Currently \$1.00 - Proposed \$4.00
 - v. After 5pm for all: Currently \$2.50 - Proposed REMOVE
 - b. Season Passes:
 - i. Individual: Currently \$40- Proposed \$100.00
 - ii. Family up to 3 members: Currently \$120.00 - Proposed \$250.00
 - iii. Additional Family Members: Currently \$25.00 - Proposed \$50.00
 - c. Swim Lessons
 - i. Group Lessons 4 lessons: Currently \$65.00 - Proposed \$100.00
 - ii. Private Lessons 4 lessons: Currently \$120.00 - Proposed \$150.00
 - iii. Private Lesson 1 lesson: Currently N/A - Proposed \$50.00
 - d. Pool Party
 - i. 2 hour pool party up to 60 guest: Currently \$220.00 includes \$100 deposit - Proposed \$300.00 includes \$100.00 deposit
 - ii. Additional 30 Guests: Currently \$20.00 - Proposed \$50.00

Lake Durant

- 1. General Park maintenance
- 2. Held a Disc Golf Tournament
- 3. Budget Analysis: Please look at the end for justifications
 - a. Camping Fees: Remove the Resident or Non-resident and just have one fee
 - i. Daily Rate: Currently \$15/30 - Proposed \$ 25.00
 - ii. Weekly Rate: Currently \$87.50/175.00 - Proposed \$169.00
 - iii. Monthly Rate: Currently N/A - Proposed \$500.00
 - iv. Sewage disposal Fee: Currently \$15.00 - Proposed \$25.00
 - v. Cancellation Fee: Currently \$10.00 - Proposed \$10.00
 - vi. Tent Camping Fee: Currently N/A - Proposed \$10.00
 - b. Pavilion Rental: Currently \$5/hr \$25 min - Proposed \$10/hr
 - c. Disc Golf Rental: Currently N/A - Proposed \$25.00

Parks Department Fee Schedule Justifications
Parks

Item	Current Price	Average within 50 Miles	Proposed Fee	Reason
Field Rentals Daily	\$50 per field per day	\$0	No Change	We only take payment when someone is renting the field for all day
Field Rental Hourly w/ lights	0	\$0	\$30.00 per hour	This will offset the cost of us having to go out and turn on and off the lights
Pavilion Rental	0	\$18.96	\$10/Hour	This is just so people can reserve the pavilion for parties. We are not looking to make a bunch of money just something so they can hold the pavilion for their own activities.

Lake- We make the lake fee the same no matter if they are residents or nonresidents. Our lake has the minimum amount of amenities but the goal is to get people at the lake. Length of stay stays the same we are just average the two categories together.

Item	Resident	Non Res	Average within 50 miles	Proposed Change	Reasoning
RV Daily	15.00	30.00	25.86	25.00	We just go to the average. With the amount of amenities we currently have we just have pads with electric and water. Until we get more amenities at the lake to justify having, hire prices we just offer what the going rate is around Texoma.
RV Weekly	87.50	175.00	140.00	169.00	This is they daily rate with a 20% discount if they stay for 7 nights
RV Monthly	0	0	0	\$500	For those campers that want to stay for the full length they are allowed 28 nights they get a 20% discount of their overall stay
RV sewage	15.00	15.00		25.00	Campers usually dispose of their tanks at minimum once during their stay and is on average 45 gallons per RV we fill our 2000-gallon waste tank

				for each 44 campers. It cost \$500 a month to have the tank emptied so 20 campers covers the cost to have it emptied with the new fee.
Tent Camping	N/A	N/A	\$10/Day	We actually have designated tent sites available at the park that is not on the RV Pads
Cancelation Fee	\$10.00	N/A	N/A	
Rec Description	Current	Average within 50 miles	Proposed Fee	
Disc Golf Course Tournament fee	0	10/person playing in tournament	\$50/Day	We are not looking to make money from the course. We also do not have the labor to count how many people that are playing in the tournament. If we just do a 50 per day for a tournament rate that will cover the cost for patrons roughly taking over the park to play in the tournament. This will also give them Pavilion Rental to run their tournament.
Pavilion Rental	\$5/hour Min \$25.00	18.96/hour	\$10.00/Hr.	We keep the lake and city park pavilions reservations the same and we remove the minimum of 5 hours or \$25.00

DMSC-Most of the supplies needed to maintain the fields like fertilizer, spraying chemicals, turf, ballfield clay and recreation equipment (bases pitching rubbers and more) have increase at minimum 20% over the past year. With the average field rental taken account plus the materials needed a increase is needed.

Description	Current	Average within 50 Miles	Proposed Fee	Reasoning
Ball Fields Field Deposit	\$25.00	N/A	N/A	
Hourly Rental	\$15.00	Free	\$30	Even though most places around do not charge for hourly rentals. We need to keep this for our complex and field lights usage. Other cities only charge if they need field lights and the minimum is all day or a tournament fee. This way we meet in the middle

				justify us renting out per hour but also covering the cost for someone turning the lights on and off. The overall goal is to get practices to take place on in city fields and games only at the complex.
Daily Rental	\$150.00	225.00	250.00	We have one of the nicest complexes in around with the best grass. We are currently trying to fix the problem with water not properly draining by adding a layer of top dressing to help add the topsoil so water can properly drain. The Average time we take per field to get ready for a tournament is 2 hours per field with 5 guys with labor cost being 23.52 per hour per employee we lose 85.20 per field for a tournament in just labor cost that does not include chalk, paint or equipment. Raising it to 250.00 will get us making 15.00 per field
Tournament Deposit	\$100.00	N/A	N/A	Deposit ranges from being 50% for 1 field to 20% for 4 fields
Recreation League Fee	\$10.00	N/A	\$12.00	Recreation leagues use the fields 60-70% during the seasons. Out of the year, they roughly have games 8 out of 12 months of the year. Raising the rates by \$2 per kid will help bring in more revenue to help repair the damage caused by the constant traffic on the field areas. This will cover fertilizing the fields 2 times per year to help develop thicker grass.
Camp Fee	N/A	N/A	\$50.00	We are going to host a camp this year and if we get on the books that camper, fees are \$50 per kid we can start planning more camps with a fee already in place.

Pool: Every year pool chemicals have risen by 30% Last pool season May 22-Sept 22 (100-day pool season) we made roughly \$82,000 and had \$86,000 in expenses. This is a \$4,000 difference. On average, we spend \$86 per day and make \$82 per day the following changes will get us to a

point we should make a profit. Hours of the pool will change as well as the general pool schedule for swim lessons and pool parties. The breakdown of our revenue is General Admissions and Member Passes are 46%, Concession 25%, Swim Lessons 15% and Pool Parties 15%. According to state health code, we have to have one lifeguard on deck and one relief lifeguard per 75 patrons at the pool plus one lifeguard per attraction. So on any given day we have to have a minimum of four lifeguards on the schedule and no more than six on busier days. Pool Parties get the minimum of 4 lifeguards unless they have more than 60 patrons then one additional lifeguard is added for the party. We also have two concession workers, one gatekeeper, and one supervisor at the pool during pool open swim hours and pool parties.

Daily Admissions the average rate is at minimum \$1 per person more than what we currently charge. Raising the rates will help cover these costs and possibly get the pool back in the green.

Description Daily Admissions	Current	Average within 50 Miles	Proposed Description Change	Proposed Fee	Reason
Children 0-5	\$1.00	\$4.25	Child 0-3	\$0.00	In this age group should be accompanied by a guardian that is within arm's reach of their child. They are one of the lower risks to have at the pool since they are usually in the kiddy pool area. Therefore, eliminating this cost and raising the adult rate makes the most sense.
Student 6-18	\$3.50	\$4.88	Student 4-15	\$4.00	This is the majority of our clientele and if we raise their rate by 50 cents along with the adult rate, it will cover the cost needed. If we also make the minimum age of 16 that has to be accompanied by an adult so we have more accountability for the patrons that like to horseplay and cause damage this will help a ton.
Adult 19-54	\$4.00	\$5.38	Adult 16- 54	\$5.00	We will still be lower than other pools in the area but we will have to have adults for anyone younger to help with accountability.
Seniors 55 & up	\$1.00	\$4.50	Seniors 55& up	\$4.00	This demographic usually just buys season passes

					other than those that bring their grandchild occasionally.
After 5pm	\$2.50	N/A	Remove	Remove	After 5pm is where we get the majority of our patrons having their cost be less than what we spend per hour to keep the pool open does not make sense

Season Passes: Season Passes average around us is \$100 more than what we are currently charging. The following data is on the assumption a person with a pass coming to the pool at minimum of 3 times a week out of the 100-day pool season, which is 43 days of them coming to the pool.

Season Passes	Current	Average w/in 50 miles	Proposed Fee	Reasoning
Individual	\$40.00	\$117.50	\$100	With current admission fees compared to pass fees a patron only has to visit the pool 10 times before getting their money worth in the pass. We miss more than 30 admission fees. With the current proposal for both admission fees and pass fee a patron will have to visit 20 times to get their money back and will most likely visit double that amount. We are not overcharging residents but it covers half of their visits.
Family up to 3 member	\$120.00	\$253.75	\$250	The max amount of admission fees charged with current fees for a family of 3 is \$9.50 per visit so a family has to come to the pool 13 times to start making their money back. With the new prices, it drops to 8 visits. The new price is a roughly 18 visits.
Additional Family member	\$25.00	\$32.50	\$50.00	This will still be half of what an individual price will be but will give people a chance to add a member.

Swim Lessons: The reasoning to raise these rates is so we have the chance to raise the wages of lifeguards to a competitive rate and possibly hire more lifeguards at the same time to cover the amount of lessons given. Swim lessons are roughly 15% of all our revenue

Swim Lessons	Current	Average w/in 50 miles	Proposed Fee	Reasoning
Group Lessons (4 lessons) No more than 4 individuals in a group	\$65.00/individual	\$55.00/lesson	\$100 4-1 hour lessons	Most places charge up to 50 per lesson if we do the proposed amount we will still be cheaper. Our cost for group sessions are \$20-\$40 per group per lesson depending on what level and age range the lesson is taking place giving us up to \$160 per group.
Private Lessons (4 lessons) 1 on 1 lessons	\$120.00	\$360.00	\$150	With the rising cost in labor for every private lesson, we have to dedicate 1-2 lifeguards per child depending on the age and swim level. To continue doing Private lessons we will need to hire more lifeguards and we need to offer them a competitive pay so lifeguards stay with us all summer long
Private Lesson (1 lesson)	N/A	N/A	\$50.00	This is for people just wanting to get a refresher or if they feel that, the participant needs additional help and there is no more dates available.

Pool Parties: Pool parties are 2 hours long with a minimum five lifeguards on deck, two concession workers, one gate, and one supervisor. General labor cost is on average is \$180.00 with current pay scales. We have an issue keeping lifeguards and concession/gate workers to stay all season long. We need to raise the rate of pay to keep them on board but to do that we need to raise the rates of the all aspects of the pool

Pool Parties	Current	Average w/in 50 miles	Proposed fee	Reasoning
2 hour party 60 guest	\$220 includes \$100 deposit	\$257.5	\$300 includes	This will help offset the cost to get more lifeguards to be on staff so we don't have

			\$100 deposit	anyone work more than 40 hours a week
Additional 30 Guest	\$20	N/A	\$50	This will cover the additional lifeguard needed to cover the pool



THE CITY OF DURANT

Police Department

Memorandum

Date: December 6, 2022

To: City Manager, Mayor and City Council

From: Joe Clark, Interim Chief of Police

Re: Police Department Monthly Report - September 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 October 2022

Durant Police Department



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

MONTHLY DEPARTMENTAL REPORT Oct-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	Oct-22	Oct-21	YTD 2022
<i>NIBRS-GROUP "A" OFFENSES</i>			
ARSON	0	0	2
ASSAULT	10	15	143
BRIBERY	0	*	0
BURGLARY/BREAKING & ENTERING	1	4	93
COUNTERFEITING/FORGERY	2	*	27
DESTRUCTION/DAMAGE/VANDALISM	15	*	72
DRUG/NARCOTIC OFFENSES	30	*	346
EMBEZZLEMENT	2	*	10
EXTORTION/BLACKMAIL	0	*	0
FRAUD	7	*	84
GAMBLING	0	*	0
HOMICIDE	0	0	0
KIDNAPPING/ABDUCTION	0	*	2
LARCENY/THEFT	33	40	385
MOTOR VEHICLE THEFT	0	2	54
PORNOGRAPHY/OBSCENE MATERIAL	0	*	2
PROSTITUTION	0	*	0
ROBBERY	0	0	3
SEX OFFENSES/FORCIBLE	2	2	14
SEX OFFENSES/NONFORCIBLE	0	0	0
STOLEN PROPERTY	1	*	36
WEAPON LAW	2	*	22
TOTAL	105	63	1295

* 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 Oct-22

OFFENSES	Oct-22	Oct-21	YTD 2022
<i>NIBRS-GROUP "B" OFFENSES</i>			
BAD CHECKS	0	*	0
CURFEW/LOITERING/VAGRANCY	0	*	1
DISORDERLY CONDUCT	8	*	96
DRIVING UNDER THE INFLUENCE	13	14	138
DRUNKENNESS	18	*	166
FAMILY OFFENSES/NONVIOLENT	4	*	19
LIQUOR LAW	0	*	6
PEEPING TOM	0	*	0
RUNAWAY	6	*	33
TRESPASS OF REAL PROPERTY	0	*	33
ALL OTHER OFFENSES	84	*	803
TOTAL	133	14	1295

* Stats were not individually reported using UCR system

CALLS FOR SERVICE	Oct-22	Oct-21	YTD 2022
Durant Police Department	2,476	2,417	22,501
Bryan County*	2,085	2,139	18,166
TOTAL CALLS FOR SERVICE	4,561	4,556	40,667

*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 Oct-22

ARRESTS	Oct-22	Oct-21	YTD 2022
ADULT	180	69	1844
JUVENILE	3	1	25
TOTAL	183	70	1,869

CITATIONS	Oct-22	Oct-21	YTD 2022
Traffic/Non-Traffic Citations	381	526	4163
Warnings	172	124	1879

MOTOR VEHICLE COLLISIONS	Oct-22	Oct-21	YTD 2022
Injury Accidents	7	5	82
Property Damage Accidents	31	48	320
Private Property Accidents	7	8	119
Fatality Accidents	0	0	2
TOTAL ACCIDENTS	45	61	523

DOMESTIC VIOLENCE	Included in "A" Offnses-Assaults	9	6	70
EOD Actions		14	28	145

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	130	272	1156
CHAPLAIN HOURS	49.25	81.5	355.75



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Carl Meade, Street Department
Re: Street Department Monthly Report - November 2022

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. November 2022



THE CITY OF DURANT

Office of the Street Department

Monthly Report
November 1, 2022 – November 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 north 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 streets throughout the town.
4. During the month of November an estimated 250 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. 40 street cuts were repaired with asphalt after M&O completed fixing water leaks throughout the city.
6. We got all of the parking area finished and now we are going to stripe it.

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: 12/13/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Proposed Mayoral Appointment of Municipal Judge and Alternate Municipal Judge

Attachment not available at posting time. Please check back.

Council Information / Action Requested

Information only.

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 12/13/2022
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: 12/13/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Ordinance O-2022-25 Declaring Ward Boundaries and Declaring an Emergency

Resolution No. 2022-15 Proposing Amendments to the City Council Ward Boundaries Following the Decennial Census was approved by council on October 11, 2022. The resolution and proposed ward boundary map were published in the Durant Democrat according to state statute. The required thirty-day notice period has now expired.

Council Information / Action Requested

Approval of Ordinance O-2022-25 Declaring Ward Boundaries and Declaring an Emergency

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

ATTACHMENTS:

1. O-2022-25 Amending Title I, Chapter 11, Describing Ward Boundaries, Declaring an Emergency UNSIGNED

ORDINANCE NO. O-2022-25

AN ORDINANCE AMENDING TITLE I, CHAPTER 11 DESCRIBING WARD BOUNDARIES;
DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF DURANT, OKLAHOMA:

Section 1 – Section 11.02 of the Durant City Code shall be amended as follows by repealing all current language and inserting new language as follows:

SECTION 11.02 WARD NUMBER AND BOUNDARIES

WARD 1

Beginning at the most northerly point of an area of land in Ward 1, thence southeasterly 4.35 miles along Unnamed Boundary, thence southeasterly 0.00 miles along Blue River , thence westerly 6.97 miles along Unnamed Boundary, thence westerly 0.01 miles along Ury Drive , thence southerly 0.29 miles along State Hwy 78 , thence southeasterly 1.21 miles along Unnamed Boundary, thence easterly 0.09 miles along Unnamed Private Road, thence easterly 0.01 miles along Roadrunner Drive , thence easterly 1.08 miles along Unnamed Boundary, thence southerly 0.07 miles along Unnamed Local Road, thence southerly 2.24 miles along Unnamed Boundary, thence southerly 0.26 miles along Mineral Byu , thence southerly 1.05 miles along Unnamed Boundary, thence easterly 0.07 miles along US Hwy 70 , thence easterly 0.13 miles along E Hwy 70 , thence easterly 0.31 miles along US Hwy 70 , thence easterly 0.19 miles along Unnamed Boundary, thence easterly 0.34 miles along US Hwy 70 , thence southerly 2.47 miles along Unnamed Boundary, thence westerly 0.03 miles along Mason St , thence westerly 0.64 miles along Unnamed Boundary, thence southerly 0.39 miles along N McLean Drive , thence southerly 0.14 miles along S McLean Drive , thence easterly 0.41 miles along Unnamed Boundary, thence easterly 0.67 miles along Old Hwy 70 , thence southerly 0.77 miles along Unnamed Boundary, thence westerly 0.89 miles along Burlington Northern RR , thence southerly 0.14 miles along McLean , thence westerly 1.25 miles along Unnamed Boundary, thence southerly 0.25 miles along SE 3rd Ave , thence westerly 0.49 miles along Country Club Road , thence westerly 0.57 miles along Unnamed Boundary, thence northeasterly 1.19 miles along Missouri-Kansas-Texas RR , thence westerly 0.02 miles along Unnamed Boundary, thence westerly 0.03 miles along W Tennessee St , thence northerly 0.50 miles along S 2nd Ave , thence westerly 0.20 miles along Burlington Northern RR , thence southerly 0.01 miles along S 5th Ave , thence westerly 0.48 miles along W Arkansas St , thence northerly 0.11 miles along S 12th Ave , thence northerly 0.69 miles along N 12th Ave , thence easterly 0.14 miles along W Willow St , thence southerly 0.16 miles along N 10th Ave , thence easterly 0.41 miles along W Pine St , thence northerly 0.22 miles along N 4th Ave , thence easterly 0.18 miles along W Plum St , thence northerly 1.67 miles along N 1st Ave , thence northerly 0.32 miles along US Hwy 69 Bus , thence northerly 1.02 miles along State Hwy 78 , thence westerly 0.00 miles along Unnamed Local Road, thence northerly 3.54 miles along Unnamed Boundary to the aforementioned point of beginning.

Excepting the following: Beginning at the most northerly point of this excepted area, thence southerly 0.02 miles along Mineral Spg , thence southeasterly 0.18 miles along Unnamed

Boundary, thence easterly 0.05 miles along E Beech St , thence northerly 0.13 miles along Lee Ave, thence westerly 0.12 miles along Unnamed Boundary to the aforementioned point of beginning.

Excepting the following: Beginning at the most northerly point of this excepted area, thence northerly 0.79 miles along Unnamed Boundary to the aforementioned point of beginning.

Excepting the following: Beginning at the most northerly point of this excepted area, thence southerly 0.17 miles along Unnamed Boundary, thence northerly 0.24 miles along Unnamed Local Road, thence westerly 0.01 miles along Unnamed Boundary to the aforementioned point of beginning.

Beginning at the most northerly point of an area of land in Ward 1, thence southeasterly 1.36 miles along Unnamed Boundary, thence westerly 0.50 miles along Sand Stone Road , thence northerly 0.20 miles along N3735 Road , thence northerly 1.00 miles along Unnamed Boundary to the aforementioned point of beginning.

Beginning at the most northerly point of an area of land in Ward 1, thence easterly 0.03 miles along US Hwy 70 , thence westerly 0.31 miles along Unnamed Boundary, thence easterly 0.03 miles along US Hwy 70 to the aforementioned point of beginning.

Beginning at the most northerly point of an area of land in Ward 1, thence southeasterly 0.08 miles along Blue River , thence southwesterly 0.04 miles along Missouri-Kansas-Texas RR , thence southwesterly 0.08 miles along Unnamed Boundary, thence southwesterly 0.06 miles along Missouri-Kansas-Texas RR , thence northwesterly 0.12 miles along Unnamed Boundary, thence northwesterly 0.02 miles along Market St , thence northeasterly 0.14 miles along Caddo Hwy to the aforementioned point of beginning.

WARD 2

Beginning at the most northerly point of Ward 2, thence southerly 0.29 miles along Unnamed Boundary, thence easterly 0.21 miles along E2050 Road , thence easterly 0.08 miles along Unnamed Boundary, thence easterly 0.01 miles along Unnamed Local Road, thence easterly 0.09 miles along Folsom Drive , thence easterly 0.18 miles along Unnamed Local Road, thence southerly 1.02 miles along State Hwy 78 , thence southerly 0.32 miles along US Hwy 69 Bus , thence southerly 1.67 miles along N 1st Ave , thence westerly 0.18 miles along W Plum St , thence southerly 0.22 miles along N 4th Ave , thence westerly 0.41 miles along W Pine St , thence northerly 0.16 miles along N 10th Ave , thence westerly 0.14 miles along W Willow St , thence northerly 0.35 miles along N 12th Ave , thence westerly 0.24 miles along Chuckwa Drive , thence northerly 0.83 miles along N Washington Ave , thence northeasterly 0.86 miles along US Hwy 69 , thence westerly 0.59 miles along Red Bud Lane , thence northerly 0.75 miles along N Washington Ave , thence easterly 0.21 miles along Unnamed Boundary to the aforementioned point of beginning.

WARD 3

Beginning at the most northerly point of Ward 3, thence southerly 0.86 miles along N 12th Ave , thence southerly 0.11 miles along S 12th Ave , thence easterly 0.48 miles along W Arkansas St ,

thence northerly 0.01 miles along S 5th Ave , thence easterly 0.20 miles along Burlington Northern RR , thence southerly 0.50 miles along S 2nd Ave , thence easterly 0.03 miles along W Tennessee St , thence easterly 0.02 miles along Unnamed Boundary, thence southwesterly 1.19 miles along Missouri-Kansas-Texas RR , thence easterly 0.57 miles along Unnamed Boundary, thence easterly 0.87 miles along Country Club Road , thence easterly 1.00 miles along Unnamed Boundary, thence easterly 0.37 miles along Country Club Road , thence southerly 0.19 miles along McLean , thence westerly 1.31 miles along Unnamed Boundary, thence southerly 1.51 miles along SE 3rd Ave , thence southerly 0.01 miles along State Hwy 78 , thence southwesterly 3.14 miles along Unnamed Boundary, thence northerly 0.37 miles along Pate Road , thence westerly 0.59 miles along Unnamed Boundary, thence easterly 0.12 miles along Unnamed Line, thence northeasterly 1.60 miles along Unnamed Boundary, thence northerly 0.02 miles along Waldron Drive , thence westerly 1.23 miles along Unnamed Boundary, thence northerly 2.06 miles along Cale Switch Road , thence northerly 0.50 miles along Byp 70 , thence westerly 0.36 miles along E2090 Road , thence northwesterly 2.16 miles along Unnamed Boundary, thence westerly 0.11 miles along W Main St , thence northerly 0.58 miles along Unnamed Boundary, thence easterly 0.60 miles along Burlington Northern RR , thence southerly 0.33 miles along Unnamed Boundary, thence westerly 0.39 miles along W Main St , thence easterly 2.16 miles along Unnamed Boundary, thence easterly 2.01 miles along W Main St , thence northerly 0.31 miles along N 20th Ave , thence easterly 0.45 miles along W Locust St , thence northerly 0.05 miles along N Washington Ave, thence easterly 0.04 miles along W Mulberry St , thence northerly 0.25 miles along Grant Ave, thence westerly 0.01 miles along W University Blvd , thence northerly 0.07 miles along Grant Ave , thence easterly 0.21 miles along Denison St to the aforementioned point of beginning.

WARD 4

Beginning at the most northerly point of an area of land in Ward 4, thence easterly 0.45 miles along E2050 Road , thence southerly 0.50 miles along N Washington Ave , thence easterly 0.59 miles along Red Bud Lane , thence southwesterly 0.86 miles along US Hwy 69 , thence southerly 0.83 miles along N Washington Ave , thence easterly 0.24 miles along Chuckwa Drive , thence southerly 0.18 miles along N 12th Ave , thence westerly 0.21 miles along Denison St , thence southerly 0.07 miles along Grant Ave , thence easterly 0.01 miles along W University Blvd , thence southerly 0.25 miles along Grant Ave , thence westerly 0.04 miles along W Mulberry St , thence southerly 0.05 miles along N Washington Ave , thence westerly 0.45 miles along W Locust St , thence southerly 0.31 miles along N 20th Ave , thence westerly 2.01 miles along W Main St , thence northerly 1.25 miles along Unnamed Boundary, thence easterly 0.76 miles along Wilson St , thence northerly 0.50 miles along N 49th St , thence westerly 0.52 miles along Unnamed Boundary, thence westerly 0.00 miles along Chuckwa Creek , thence easterly 1.79 miles along Unnamed Boundary, thence easterly 0.24 miles along W Mockingbird Lane , thence northerly 1.00 miles along N3710 Road , thence easterly 0.55 miles along E2050 Road to the aforementioned point of beginning.

Beginning at the most northerly point of an area of land in Ward 4, thence easterly 0.19 miles along Silver Valley Road , thence easterly 0.42 miles along Unnamed Boundary, thence easterly 0.09 miles along Little Blue River , thence southerly 0.45 miles along Unnamed Boundary, thence southerly 0.18 miles along Jodi Drive , thence westerly 0.11 miles along Lakeshore Drive , thence northerly 0.09 miles along Unnamed Local Road, thence southwesterly 0.17 miles along Unnamed Boundary, thence westerly 0.17 miles along Lakeshore Drive , thence southwesterly 0.95 miles along Unnamed Boundary, thence easterly 0.07 miles along Unnamed Local Road, thence

southerly 0.17 miles along Unnamed Boundary, thence westerly 0.08 miles along N Lake Road , thence southwesterly 2.16 miles along Unnamed Boundary, thence westerly 0.01 miles along Sand Stone Road , thence northerly 0.85 miles along N3710 Road , thence northwesterly 0.41 miles along Unnamed Boundary, thence easterly 0.13 miles along Forest Lane , thence easterly 0.28 miles along N Lake Road , thence easterly 0.11 miles along Unnamed Boundary, thence easterly 0.00 miles along Unnamed Local Road, thence northerly 1.24 miles along Unnamed Boundary, thence northerly 0.11 miles along Unnamed Local Road, thence easterly 0.20 miles along Silver Valley Road , thence easterly 0.39 miles along Unnamed Boundary to the aforementioned point of beginning.

Section 2. DECLARATION OF EMERGENCY.

For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma, and the inhabitants thereof, it is necessary that this Ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

Passed and approved this 13th day of December, 2022, in regular session of the Durant City Council.

CITY OF DURANT

ODEN GRUBE, MAYOR
CITY OF DURANT, OKLAHOMA

ATTEST:

CYNTHIA J. PRICE
CITY CLERK



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Resolution No. 2022-19 Calling for Non-Partisan General Election of Council Member for Ward Three, Ward Four and At-Large in the City of Durant, Oklahoma

Resolution No. 2022-19 is required to begin the municipal election process for the April 4, 2023 election.

Council Information / Action Requested

Approval of Resolution No. 2022-19 Calling for Non-Partisan General Election of Council Member for Ward Three, Ward Four and At-Large in the City of Durant, Oklahoma

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

ATTACHMENTS:

1. RESOLUTION 2022-19 CALLING FOR ELECTION

RESOLUTION NO. 2022-19

**A RESOLUTION CALLING FOR NON-PARTISAN GENERAL ELECTION
OF COUNCIL MEMBER FOR WARD THREE, WARD FOUR AND AT-LARGE
IN THE CITY OF DURANT, OKLAHOMA**

BE IT RESOLVED by the governing body of the City of Durant that for the purpose of electing officers of said City, that a nonpartisan general election shall be held on Tuesday, April 4, 2023; and

BE IT FURTHER RESOLVED that the filing period for electing officers of said City of Durant shall begin at 8:00 a.m. on Monday, February 6, 2023 and close at 5:00 p.m. on Wednesday, February 8, 2023; and

BE IT FURTHER RESOLVED that the officers of said City to be elected are nominated by ward and elected at large for Wards Three and Four. For the At-Large Council Member seat, the officer will be nominated at large and elected at large; and

BE IT FURTHER RESOLVED that the following officers will be elected for four year terms:

Council Member Ward Three - Expires 2023
Council Member Ward Four - Expires 2023
Council Member At Large - Expires 2023

BE IT FURTHER RESOLVED that each candidate must be a qualified elector by virtue of being a resident and registered voter within the ward for at least six (6) months prior to filing a declaration of candidacy; and

BE IT FURTHER RESOLVED that absentee ballots will be provided in accordance with Oklahoma state law.

BE IT FURTHER RESOLVED that the following precincts are only partially contained within municipal boundaries:

Precinct No. 070004 Poll Location: Ist Baptist Church of Durant, Durant
Precinct No. 070012 Poll Location: Kenefic Baptist Church, Kenefic
Precinct No. 070017 Poll Location: Rock Community Building, Caddo
Precinct No. 070018 Poll Location: Calera Methodist Fellowship Bldg, Calera
Precinct No. 070019 Poll Location: Kiamichi Tech, Wes Watkins Rm., Durant
Precinct No. 070021 Poll Location: Cobb Community Building, Durant
Precinct No. 070026 Poll Location: Victory Tabernacle, Durant
Precinct No. 070027 Poll Location: 7th Day Adventist, Durant
Precinct No. 070033 Poll Location: Faith Lutheran Church, Durant

ADOPTED this 13th day of December, 2022.

CITY OF DURANT, OKLAHOMA

ODEN GRUBE, MAYOR

ATTEST:

CYNTHIA PRICE, CITY CLERK



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Discussion, Consideration and Possible Action to Approve the Purchase of a Salt Spreader from Southwest Trailer & Equipment for the Purchase Price of \$6964.96

This is a Salt and Chip Spreader that will fit into the bed of our one-ton truck with a snow plow on it. We have one of these set up in our trucks and it works great. With this spreader being in one ton with a snow plow on it, you are able to clear the roads and put down salt or chips as you clear the road. With the spreader being in a smaller truck than a dump truck, it can maneuver over our city streets easily. We send these one tons in front of trash trucks to clear the roads so they can pick up trash and stay on the roads.

Council Information / Action Requested

Approve the Purchase of a Salt Spreader from Southwest Trailer & Equipment for the Purchase Price of \$6964.96

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

Created Po and purchase equipment.

ATTACHMENTS:

1. Salt Dogg Spreader



IF YOU NEED TO HAUL IT,
WE CAN HELP!

Southwest Trailers & Equipment
10400 West Reno
Oklahoma City, OK 73127
Phone: (405) 943-9851 / (800) 375-6307
Fax: (405) 488-1904 Kurt Olson
Fax: (405) 488-1906 Kurt Schroeder
kolson@swtrailer.com or
kschroeder@swtrailer.com
www.swtrailer.com

QUOTATION

Quote ID: KO03267

Page 1 of 2

Customer: DURANT*CITY OF
PO BOX 578
DURANT OK 74702

Quote Number: KO03267
Quote Date: 10/28/2022
Quote valid until: 12/31/2022

Contact:
Phone: (580) 924-8828
Fax: (580) 924-8344
Email:

Salesperson: KURT OLSON

QUANTITY	PART NUMBER	DESCRIPTION	LIST PRICE	AMOUNT
		STATE CONTRACT, SW500 SNOW & ICE **DUE TO PRICE VOLATILITY** SWT&E WILL DO EVERYTHING IN OUR POWER TO HOLD PRICE FOR 30 DAYS		
6 EA	SW-1400601SS LABOR	LABOR TO INSTALL	Net Price \$95.00	\$570.00
1 EA	SW-1400601SS	FURNISH STAINLESS STEEL SALT DOGG SPREADER ELECTRIC MOTOR STAINLESS STEEL MATERIAL HOPPER — Electrically welded high-quality grade 304 stainless steel ends and sides sloped at 45° are constructed with channel formed top edges. 304 stainless steel vertical supports add extra strength to the unit. The single lift point on the cross support beam is located at the unit 's center of gravity to allow for easy loading and unloading. The floor is constructed of 304 stainless steel. CONVEYOR — The conveyor is made of 12" wide all-steel pintle chain with 3/16" x 3/4" cross bars. Chain strength is 11,000 lbs. per strand; 22,000 lbs. total weight. The drive sprockets are 6-tooth cast iron, on a 1-1/8" diameter shaft. The conveyor chain has an adjustment range of 3-1/2". The drive shaft has heavy-duty, sealed, self-aligning ball bearings with grease fittings. The idler drum has heavy-duty 1" diameter ball bearings. FEEDGATE — Lever operated with a friction lock for accurate adjustment. SPINNER CHUTE ASSEMBLY — A 11.5" polymer disc with four fins is connected to a 3/4" diameter shaft secured on the pillow block and motor bearing. The spreading material is guided from the conveyor to the spinner plate through an enclosed high-quality grade 304 stainless steel chute with internal and external deflectors. Adjustable deflectors allow for complete directional spread control and full or compact spread. Total spread radius ranges from 2' to 30'. The extra wide rear deflector protects the rear and under carriage of the vehicle. ELECTRIC MOTORS — Two ultra-quiet 12-volt DC direct-drive motors power the auger and spinner, and are encased in a heavy-duty poly housing along with the independently powered vibrator. The wiring harness is constructed of 10- gauge automotive wire with non-combustible sheathing (-50°C to -105°C). An in-cab console features independent controls for the auger, spinner and vibrator. 96" SPREADER — Body Side Length 8', Overall Length 113", Width 47", Height 32-1/2"; Capacity Struck 1.8 cu. yd.;	\$10,658.26	\$10,658.26



IF YOU NEED TO HAUL IT,
WE CAN HELP!

Southwest Trailers & Equipment
10400 West Reno
Oklahoma City, OK 73127
Phone: (405) 943-9851 / (800) 375-6307
Fax: (405) 488-1904 Kurt Olson
Fax: (405) 488-1906 Kurt Schroeder
kolson@swtrailer.com or
kschroeder@swtrailer.com
www.swtrailer.com

QUOTATION

Quote ID: KO03267

Page 2 of 2

QUANTITY	PART NUMBER	DESCRIPTION	LIST PRICE	AMOUNT
		Capacity Rounded 2.1 cu. yd.; Recommended Use, 3/4 or 1—Ton Trucks. FOB OKC		
40.00%				Quote Total: \$11,228.26
				Discount off List: (\$4,263.30)
				Sales Tax: \$0.00
				Total Due: \$6,964.96

The following options may be added:

QUANTITY	PART NUMBER	DESCRIPTION	NET PRICE	AMOUNT	ADD TO QUOTE
					Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ♦ Labor and installation is included in all pricing if stated in verbiage.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

Notes:



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Danielle O'Neal
Re: Discussion, Consideration and Possible Action on a Re-Plat Request for Property Near Englewood Drive and Eppler Drive.

Request: Consider a request from Dylan and Brianna Clymore, for a Re-Plat for property located near Englewood Drive and Eppler Drive.

Current Zoning: R-1, Single-Family Residential

Surrounding Properties:

Direction	Zoning	Use
North	R-1	Single Family Residential
East	A-1	Single Family Residential
South	R-1	Single Family Residential
West	R-1	Vacant

Lot Characteristics: (Current Lot)

Width	~305 ft.
Depth	~310 ft.
Total Area	~2.17 acres (~94,550 sq. ft.)

Applicant: Dylan and Brianna Clymore

Background: The applicant approached staff regarding filing for a re-plat request with the hopes of separating one lot into two lots. The applicant intends to build their primary residence and possibly an accessory structure on the lot with a private driveway.

Notifications have been made to the surrounding property owners and at the time of this report, there have not been any calls, letters or emails received by staff.

Analysis: The subject property is approximately 2.1 acres total. The lot is shown on the plat to be divided into two lots, one of which is shown to be approximately 0.7 acres and the other is shown to be approximately 1.4 acres. Both of these lots will meet the lot size requirements for the existing zoning district. There appears to be City Sewer in the area and Rural Water District 2 serves this area. The only comments from staff were that all structures would need to meet current setback requirements and the driveway would need to be a sealed surface. The fire marshal will ensure that all fire code regulations are met at the time the construction plans are submitted.

The current Future Land Use Map has this area as low to medium residential; therefore, this request is generally in line

with the Comprehensive Plan.

Planning Commission Recommendation: The Planning Commission recommended approval of the re-plat request at their regular meeting.

Staff Recommendation: Staff has signed off supporting the approval of the re-plat with no additional comments. The re-plat request does meet all code requirements for a re-plat.

Required Action: Hear the item and approve or deny the Re-Plat request for property located near Englewood Drive and Eppler Drive. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

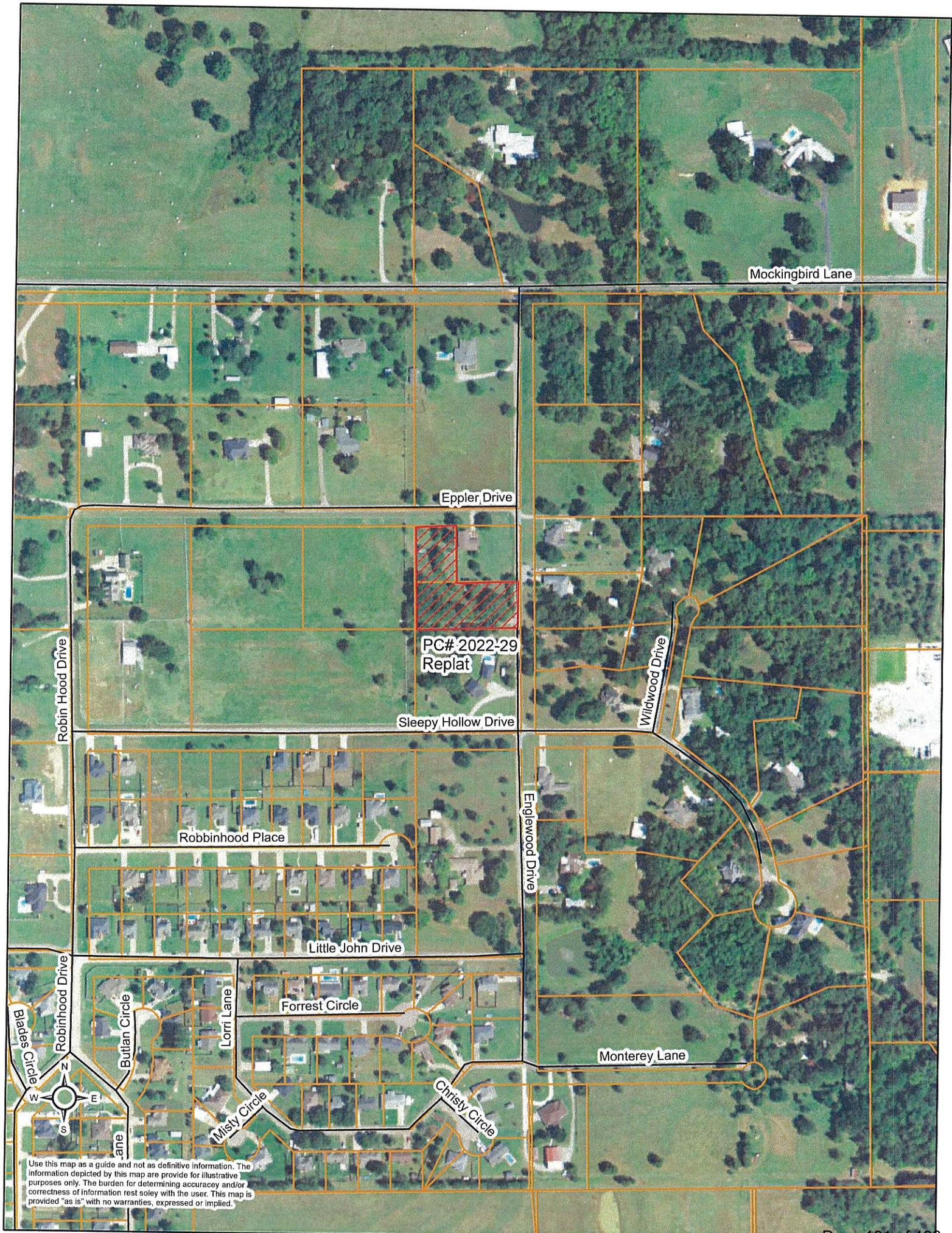
Planning Commission and City Staff recommend approval of this item.

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

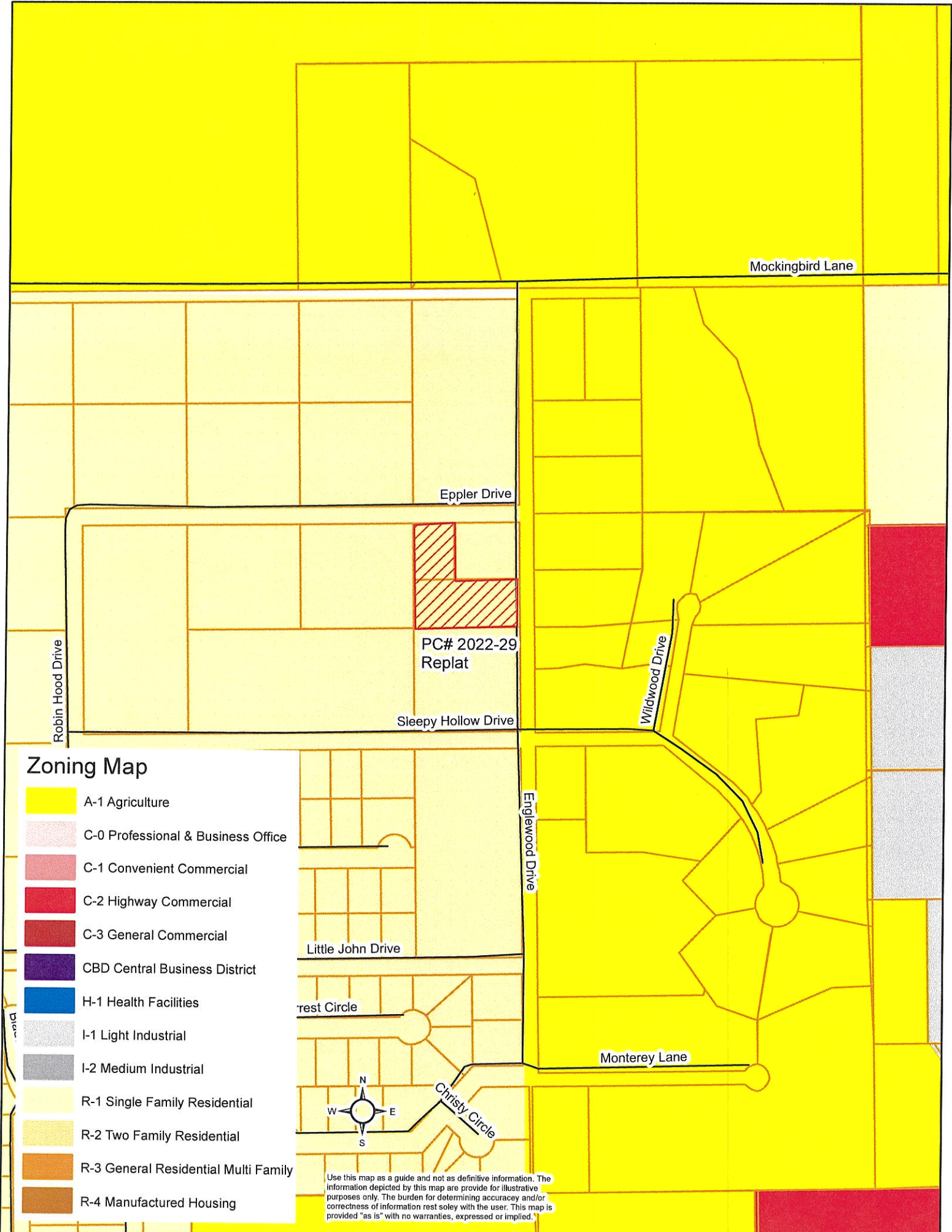
City Clerk
Community Development
GIS

ATTACHMENTS:

1. PC2022-29 Aerial Map
2. PC2022-29 Zoning Map
3. PC2022-29 Future Land Use Map
4. PC2022-29 Sign Off Sheets
5. Application
6. Warranty Deed
7. Plat 11-11-22



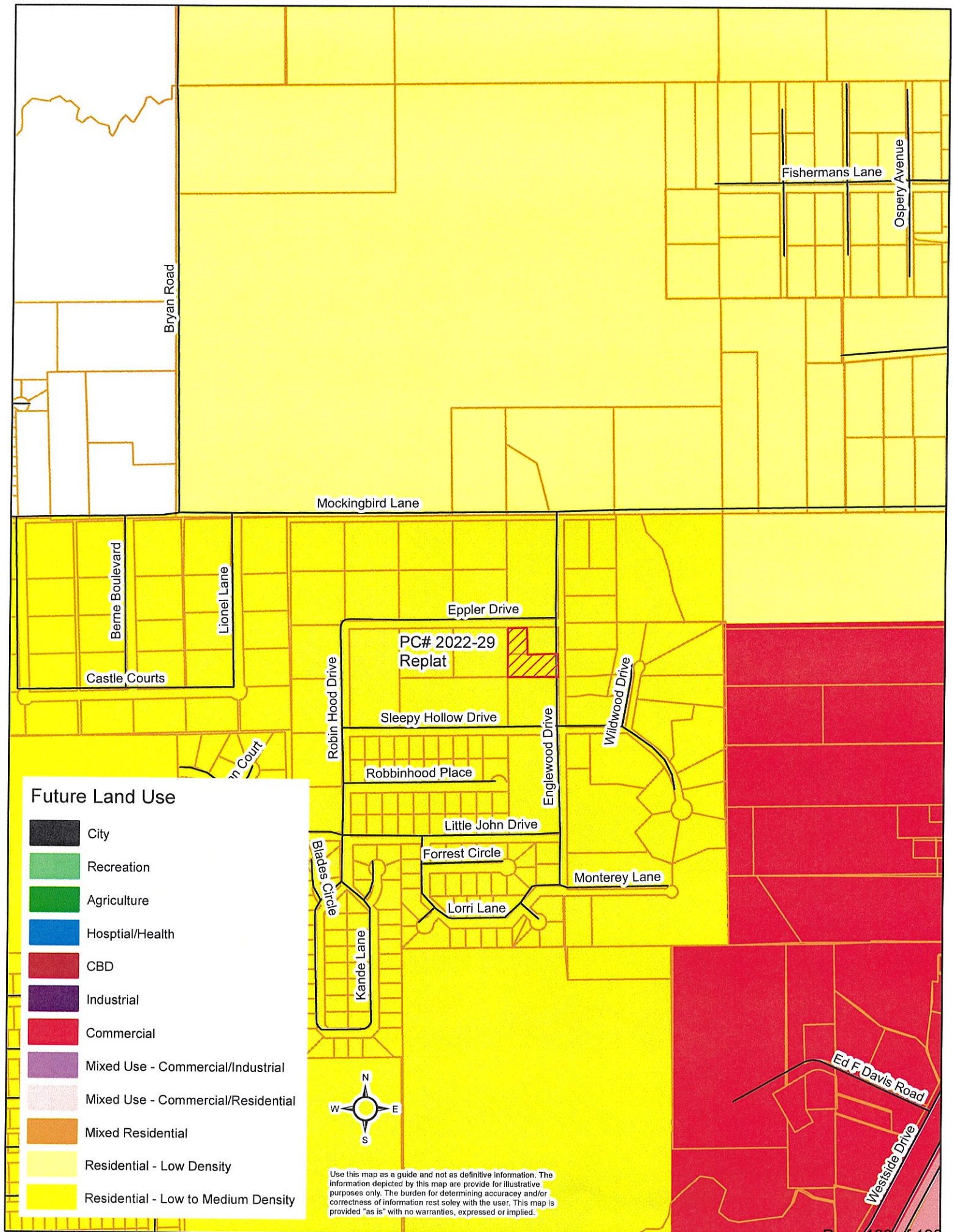
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.



Zoning Map

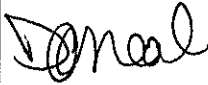
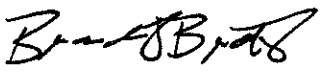
- A-1 Agriculture
- C-0 Professional & Business Office
- C-1 Convenient Commercial
- C-2 Highway Commercial
- C-3 General Commercial
- CBD Central Business District
- H-1 Health Facilities
- I-1 Light Industrial
- I-2 Medium Industrial
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 General Residential Multi Family
- R-4 Manufactured Housing

Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.



COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET

Eppler & Englewood Re-Plat (PC2022-29)

Department	Signature	Date	Notes
Com Dev Director Danielle O'Neal		11/29/22	will need to meet all setback requirements. paved driveway
M&O Randy Cantrell		11-30-22	
Streets Carl Meade		11/21/22	
Public Works Director Phillip Hightower		11-14-22	
Fire Marshal Brandon Brooks / Jonathon Strahorn		11-14-22	See att letter
Building Inspector Shawn Jackson		11-30-22	
Engineer Brandon Wall	see att. email	11-14-22	see att email



Re-Plat Request @ Eppler & Englewood

brandon@wallengineering.com <brandon@wallengineering.com>
To: Danielle O'Neal <doneal@durant.org>

Mon, Nov 14, 2022 at 12:06 PM

We have no comments.

Thanks,

Brandon Wall, P.E., President

Wall Engineering, LLC

PO Box 1457, Durant, OK 74702 (mailing)

223 N Washington, Durant, OK 74701 (physical)

(c) 580.931.7998

[Quoted text hidden]



OKIE SAFETY
PO Box 850371
Yukon, OK 73085
405-250-3399

November 17, 2022

City of Durant
300 W Evergreen
Durant, OK 74701

RE: Wild Wood Estates No. 2

Comments: Waterlines and Fire Hydrants

To whom it may concern,

The location of the fire hydrants, waterline size and fire flow will be reviewed during the civil/building plan review process. All construction in the City of Durant must conform the codes adopted at the time of submittal. The City of Durant is currently under the 2018 ICC codes. Follow the link below for the most current city ordinance and codes adopted:

https://codelibrary.amlegal.com/codes/durant/latest/durant_ok/0-0-0-7650

It is our understanding the waterline is not located in the City of Durant, so the water supply will need to obtain from Rural Water District 2.

We look forward to working with you on this project. If you have any questions please let us know.

Thank you,

Jonathan T. Strahorn

¹ Legal Disclaimer: By utilizing and/or acting upon the advice of OKIE Safety Consulting, you agree to indemnify and hold OKIE Safety Consulting, its employees and agents, harmless against all claims of whatever nature, including all special, indirect, consequential, and/or punitive damages, including, but not limited to, lost revenues or profits, even if the possibility of such damages was known by OKIE Safety Consulting, its employees or agents, and irrespective of any negligence of OKIE Safety Consulting, its employees or agents.

Subdivision/Plat Application

Sketch Plat: ☐
 Preliminary Plat: ☐
 Final Plat: ☐
 Re-Plat: ☒

Petition # PC 2022-29
 Fee \$ 300
 Expedited Fee \$ _____

APPLICANT INFORMATION

Name: <u>Dylan & Brianna Clymore</u>	Email:	Phone #1 <u>580 372 4228</u>
Mailing Address: <u>PO box 175</u>		Phone #2 <u>580 916 2544</u>
City: <u>mead</u> State: <u>OK</u> Zip: <u>73449</u>		Fax #
Applicant's Interest in Property: <u>Residential</u>		

SURVEYOR INFORMATION

Name: <u>John Copley</u>	Email: <u>john@copleylandsurveying.com</u>	Phone #1 <u>8903 415-0642</u>
Mailing Address: <u>1702 Verdil Ln.</u>		Phone #2
City: <u>Sherman</u> State: <u>Texas</u> Zip: <u>75090</u>		Fax #
Surveyor Oklahoma License Number:		

ENGINEER INFORMATION

Name: <u>N/A</u>	Email:	Phone #1
Mailing Address:		Phone #2
City:	State:	Zip:
Engineer Oklahoma License Number:		Fax #

LAND INFORMATION

Legal Description: <u>see attached</u>	Parcel Number:
Proposed Subdivision Name:	Current Zone:
Proposed Use:	Proposed Zone:
Current Property Owner's Name: <u>Dylan & Brianna Clymore</u>	

The applicant has prepared this application and supporting documentation and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Applicant: B. Clymore Date: 10/31/2022

Office Use Only

Date Filed	Date Payment Received	Notification Mailed	Comments
Initial	Initial	Date Initial	
Proof of Publication Received	Property Posting Verified	Comprehensive Plan Recommendations	
Date Initial	Date Initial		

Staff Recommendation ☐ Approve ☐ Deny	PC Recommendation ☐ Approve ☐ Deny	City Council Action ☐ Approve ☐ Deny	Ordinance #
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APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

Please describe the nature and operating characteristics of the proposed use:

Primary residence

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking: House will have private driveway

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.): Will screen areas as needed. Will use poly cart.

3. Traffic Impacts: minimal

4. Protection of Neighborhoods:

What licenses and permits (if any) are required for this proposed use? Any license required by city or state

Please list or describe any other reasons to support this application. This will be a permanent residence for a family. House will have surveillance and outside lights



JOINT TENANCY WARRANTY DEED

I-2022-747406 Book 1607 Pg: 764
08/12/2022 8:59 am Pg 0764-0764
Fee: \$ 18.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

That Rick A. Clymore, a single person

of Bryan County, State of Oklahoma, part y of the first part, in consideration of the sum of
Family Transfer-- TEN DOLLARS and other
valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby Grant,
Bargain, Sell and Convey unto, Dylan Clymore and Brianna Clymore, Husband and Wife
P.O. Box 1063 Durant, OK 74702

as joint tenants and not as tenants in common with full rights of survivorship, the whole estate to vest in the
survivor in the event of death of either, of Bryan County State of Oklahoma, parties of the second part,
the following described real property and premises situate in Bryan County, State of Oklahoma to -wit:

**The South 140.52 Feet of Lot 1 in Block B in Wildwood Estates
No. 2 Subdivision, Bryan County, Oklahoma, according to the
recorded plat thereof.**

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title
to the same.

To Have and to Hold said described premises unto the said parties of the second part, as joint
tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all
former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 12th day of August, 20 22

Rick A. Clymore

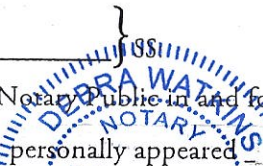
STATE OF OKLAHOMA

COUNTY OF Bryan

INDIVIDUAL ACKNOWLEDGEMENT
OKLAHOMA FORM

Before me, the undersigned, a Notary Public in and for said County and State on this 12 day of

August, 2022



personally appeared Rick A. Clymore, A single Page 139 of 198

WARRANTY DEED

JOINT TENANCY

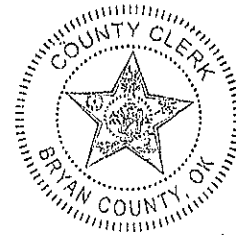
1-2022-748826 Book 1612 Pg: 674
10/04/2022 11:56 am Pg 0674-0675
Fee: \$ 20.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

THAT Rickey Andrew Clymore (Single)
party of the first part, in consideration of the sum of
ten (\$ 10) DOLLARS in hand paid,
the receipt of which is hereby acknowledged, do eg hereby quit claim, grant, bargain, sell and convey unto,
Dylan Clymore and
Brianne Clymore Husband & Wife
2411 Apple Drive, Durant, Oklahoma as joint tenants, the survivor
to take all, and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees
of the survivor, all of the following described real property and premises situated in the Bryan
County, State of Oklahoma, to-wit:

See Attached

Exempt Documentary Stamp Tax OS
Title 68, Article 32 Section 3301 or
3302, Paragraph 4

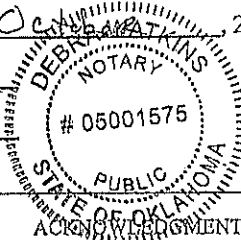


together with all the improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto parties of the second part, their grantees and the heirs and grantees of the survivors, forever, free, clear, and discharged of and from all former grants, titles, charges, judgments, taxes, mortgages and other liens and incumbrances of whatsoever nature

SIGNED and Sealed this 4 day of October, 2022

Rickey A. Clymore



STATE OF OKLAHOMA Bryan County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of October, 2022, personally appeared Rickey Andrew Clymore - Single and
to me known to be the identical person He who
executed the within and foregoing instrument, and acknowledged to me that He executed the same as His free and
voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Seal the day and year last above written.

My Commission Expires 2-11-2025 Deborah Atkins, Notary Public

ACKNOWLEDGMENT BY CORPORATION

STATE OF OKLAHOMA _____ County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ and
to me known to be the identical person _____ who
subscribed the name of the maker thereof to the foregoing instrument as its _____ President and acknowledged
to me that _____ he executed the same as _____ free and voluntary act and deed and as the free and voluntary act and deed of such
corporation, for the uses and purposes therein set forth.

Given under my hand and Seal of office the day and year last above written.

My Commission Expires _____, Notary Public

PROPERTY ADDRESS - 9
TBD EPPLER DRIVE
DURANT, OKLAHOMA

10

Block A

EPPLER DRIVE

N 88°53'33" E 119.30'

1/2" STEEL
ROD FOUND

1/2" STEEL
ROD SET
(L.P.L.S. 1992)

N 01°06'27" W
164.48'

0.450 Acres
VACANT
LOT

S 01°06'27" E
164.48'

S 88°53'33" W 119.30'

Block B

1/2" STEEL
ROD SET
(L.P.L.S. 1992)

1/2" STEEL
ROD SET
(L.P.L.S. 1992)

2

1

1-2022-748826 Book 1612 Pg: 675
10/04/2022 11:56 am Pg 0674-0675
Fee: \$ 20.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

~BASIS OF BEARINGS~
OKLAHOMA STATE PLANE COORDINATE SYSTEM
OKLAHOMA SOUTH (3503) (NAD 83)
BEARINGS DERIVED BY DIFFERENTIAL G.P.S.
CONTROLLING CORNERS ARE EXISTING
MONUMENTS FOUND AT THE LOT AND BLOCK
CORNERS OF THE WILDWOOD ESTATES NO-2
SUB-DIV. TO BRYAN COUNTY, OKLAHOMA

0 60 120
SCALE ~ 1" = 60'

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Copley Land Surveying, Inc.
All rights reserved

Legend

☐ TELEPHONE PEDestal
● POWER POLE
— BOUNDARY LINE
— PROPERTY LINE
— OVERHEAD ELECTRIC
— BUILDING
— X BAREWIRE FENCE
— O CHAINLINK FENCE
ASPHALT

NOTE: THIS PLAT AND THE SURVEY MEET THE MINIMUM STANDARDS
FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE
OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS

NO CERTIFICATION IS MADE AS TO THE EXISTENCE OR EFFECT OF
EASEMENTS, RIGHTS-OF-WAY, COVENANTS, AFFORMANCES, OR
ENCUMBRANCES ENJOINED BY THE SUBJECT PROPERTY.

ONLY VISIBLE UTILITIES HAVE BEEN SHOWN ON THE ABOVE PLAT,
OTHERS MAY EXIST.

CONTROLLING CORNERS FOR THIS BOUNDARY SURVEY ARE AS
SHOWN ON THE SURVEY.

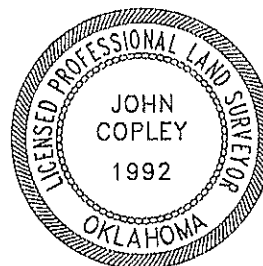
I, John Copley, Licensed Professional Land Surveyor do hereby certify that on the 14th day of September 2022, a survey was made on the ground of the property shown hereon, described as the West 119.30' of the North 164.48' of Lot 1, Block B, of the WILDWOOD ESTATES NO-2 an addition to Bryan County, Oklahoma, as shown by the recorded plat thereof, Plat Records, Bryan County, Oklahoma, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

John Copley
Licensed Professional
Land Surveyor No. 1992
C.A. No. 8279

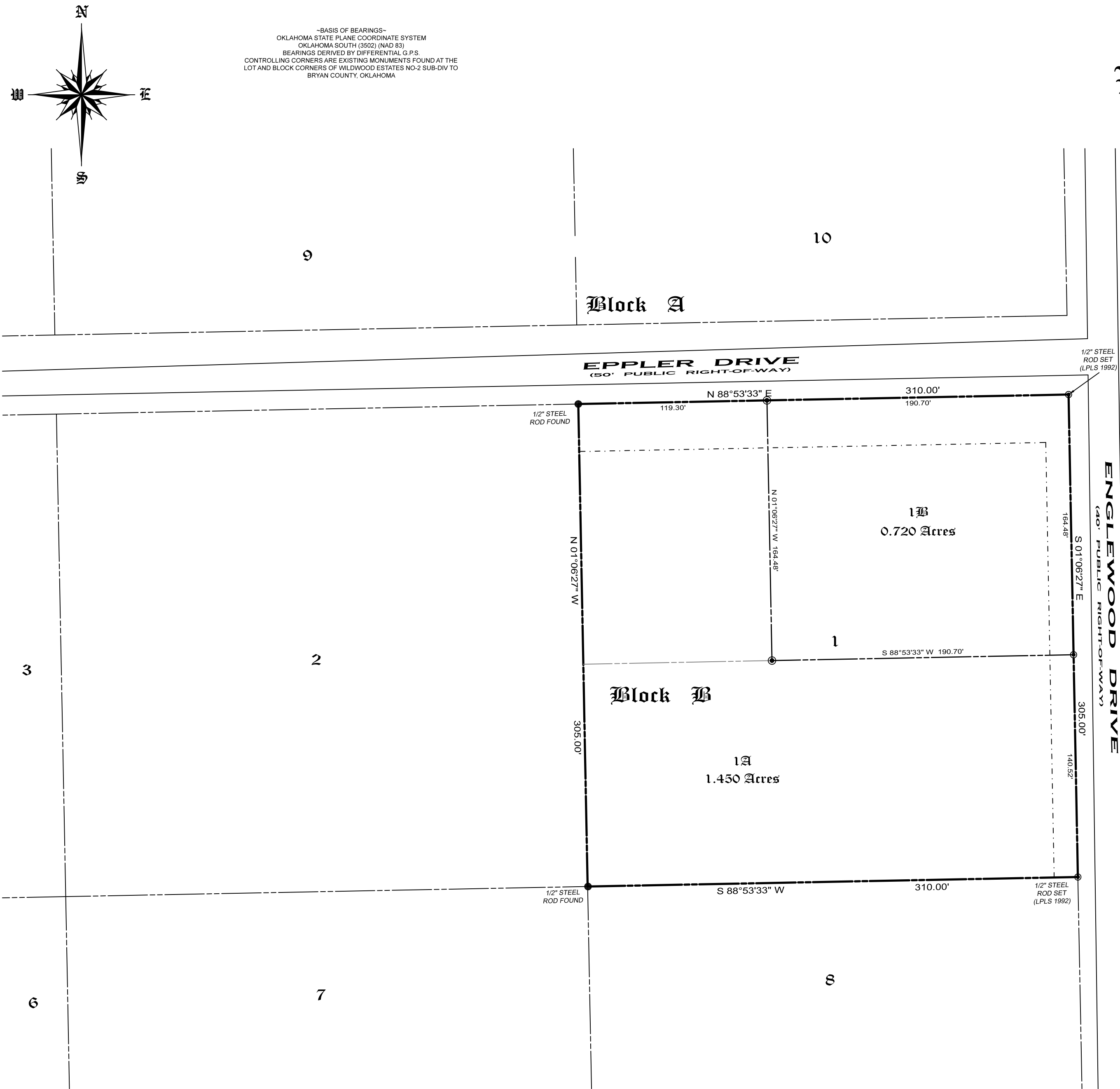


Copley Land Surveying

1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com



C.L.S. Job# 22090443



Replat of
**Lot 1, Block B,
Wildwood Estates No-2**
an addition to
Durant, Oklahoma



Owners Certificate & Dedication

Lot 1, Block B, of the Wildwood Estates No-2 Sub.-Div., an addition to Bryan County, Oklahoma, as shown by the recorded plat thereof, Plat Records, Bryan County, Oklahoma.

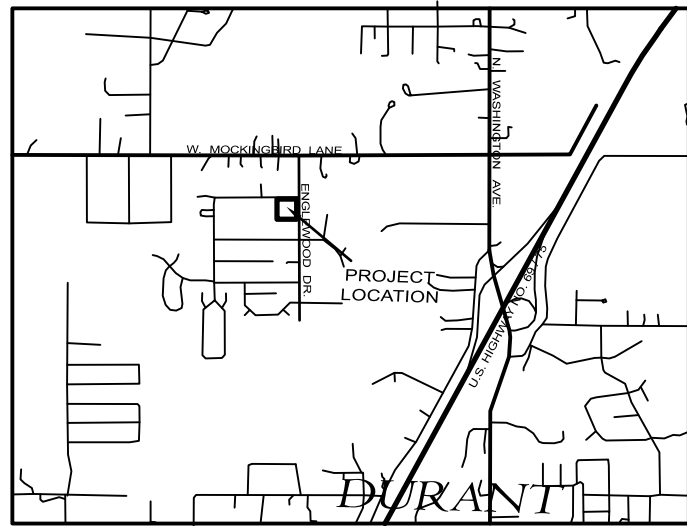
We hereby offer for dedication to the public use all streets and avenues, parks and public facilities, and easements as shown on the Final Plat of Lot 1, Block B, Wildwood Estates No-2 Sub.-Div., to Bryan County, Oklahoma. The transaction of this irrevocable offer of dedication shall be consummated upon the execution of the Certificate of Acceptance of Dedication.

In witness whereof, RICK A. CLYMORE, has caused these presents to be signed this _____ day of _____, 2022.

Attest:

Authorized Signer _____

Vicinity Map



NOTES

1. "NOTICE: Setting a portion of this Addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits."
2. Subdivision located in Section 18, Township 6 South, Range 9 East, Indian Base and Meridian, Bryan County, Oklahoma.

Owners Notary

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 forgoing 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 _____

My commission expires: _____.

Bryan County Clerk Certificate

STATE OF OKLAHOMA) SS
COUNTY OF BRYAN)

This instrument was filed on the _____ day of _____, 2022 at _____ and duly recorded in Book Number _____, Page _____.

Bryan County Clerk _____

Clerk _____

County Treasurer's Certificate

I, _____ do hereby that I am the duly elected, qualified and acting County Treasurer of Bryan County, State of Oklahoma. That the tax records of said county show all taxes are paid for the year 2022 and prior years on the land shown on the Replat of Lot 1, Block B, Wildwood Estates No-2, in Bryan County, Oklahoma.

In witness whereof I have executed this instrument at _____, Oklahoma, on this _____ day of _____, 2022.

County Treasurer _____

Notary

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 forgoing 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 _____

My commission expires: _____.

City of Durant Council Approval

It is acknowledged by the City of Durant Planning Commission that the Replat of Lot 1, Block B, Wildwood Estates No-2, an addition to the City of Durant, Bryan County, Oklahoma has been approved at a meeting on the _____ day of _____, 2022.

ADOPTED by the Council of the City of Durant, Oklahoma this _____ day of _____, 2022.

City Clerk _____

Mayor _____

Notary

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 forgoing 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 _____

My commission expires: _____.

City Planning Commission Approval

It is acknowledged by the City of Durant Planning Commission that the Replat of Lot 1, Block B, Wildwood Estates No-2, an addition to the City of Durant, Bryan County, Oklahoma has been approved at a meeting on the _____ day of _____, 2022.

Planning Commission Chair _____

Planning Commission Secretary _____

Notary

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 forgoing 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 _____

My commission expires: _____.

Department of Environmental Quality Approval

The Durant Office of the Department of Environmental Quality has approved this plat for the use of _____ (Individual or Public) water systems and _____ (Individual On-Site, Small Public On-Site or Community) sewer systems on this _____ day of _____, 2022.

Environmental Program Specialist
Department of Environmental Quality

Certificate of Survey

I, John Copley a Licensed Professional Land Surveyor in the State of Oklahoma, hereby certify that I have made a careful survey of the foregoing described property designated as REPLAT OF LOT 1, BLOCK B, WILDWOOD ESTATES NO-2, DURANT, OKLAHOMA and that the above foregoing plat represents said survey and that 1/2" steel rods with aluminum caps marked (COPLEY L.P.L.S 1992) have been placed at all new lot corners.

This Plat of Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Witness my hand and seal this _____ day of _____, 2022.

John Copley
Licensed Professional
Land Surveyor No. 1992
C.A. NO. 8279

Notary

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2022, personally appeared John Copley to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public _____

My commission expires: _____.



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Mobile License Plate Reader Trailer Unit (C-2022-65)

1. Discussion, Consideration, and Possible Action to Approve Purchase of a Mobile License Plate Reader Trailer from Vigilant Solutions, LLC for the Durant Police Department - Utilizing Awarded Grant Funds by the 2023 OK Attorney General SAFE OK Program (C-2022-65) in the Amount of \$25,000 and Committed Match Funds for the Trailer Equipment, Software, Delivery, Installation, Training and License Fees.
2. Discussion, Consideration, and Possible Action to Approve Vigilant Solutions, LLC Enterprise Service Agreement (C-2022-65 SA) Related to the Mobile License Plate Reader Trailer Funded by 2023 SAFE OK Grant (C-2022-65).

The grant for this project was accepted by council on September 13, 2022 in the amount of \$ 25,000 with a \$22,380 match approved. The Vigilant Solutions, LLC is a sole source for the equipment and has provided a \$2500 discount, so the match is now \$ 19,880.

As noted in the attached quote, the Camera License Fee cost is \$1,050 per year. The Police Department is aware the license fee item would need to be budgeted annually.

Total Purchase Price: \$ 44,880
Grant Funds: \$ 25,000
Match Funds: \$ 19,880
(An chen has identified these funds for project)

See attached Vigilant Solutions Enterprise Service Agreement, Vendor Quote and Sole Source Justification.

Council Information / Action Requested

1. Approve Purchase of a Mobile License Plate Reader Trailer from Vigilant Solutions, LLC for the Durant Police Department - Utilizing Awarded Grant Funds by the 2023 OK Attorney General SAFE OK Program (C-2022-65) in the Amount of \$25,000 and Committed Match Funds for the Trailer Equipment, Software, Delivery, Installation, Training and License Fees.
2. Approve Vigilant Solutions, LLC Enterprise Service Agreement (C-2022-65 SA) Related to the Mobile License Plate Reader Trailer Funded by 2023 SAFE OK Grant (C-2022-65).

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

Becca will work with the Police Department and vendor for equipment procurement.

ATTACHMENTS:

1. Durant - Vigilant LPR Trailer Srvc Agreement C-2022-65 SA

2. Durant PD - Vigilant Quote - LPR Trailer Grant 11.03.22 (1)
3. LPR equipment - Vigilant Solutions Sole Source

**Enterprise Service Agreement (ESA)**

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 13th Day of December, 2022 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and Durant Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 3104 Carl Albert Drive, Durant, OK 74701 ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"Booking Images" refers to both LEA Booking Images and Commercial Booking Images.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial Booking Images" refers to images collected by commercial sources and available on LEARN with a paid subscription.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.



“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA Booking Images” refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. **Warranty and Disclaimer.** Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. **Infringement Protection.** If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such injunction: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. **Use of Software Products Interface.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A



CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.



Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☒ Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

☐ Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits

- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

□ **Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:**

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. **Service Fee.** Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)					
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule			
Tier	Mobile	Fixed	
ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00	
ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00	
ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00	
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00	
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00	
ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00	
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00	
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00	

	ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00	
	ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00	

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is ____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. **Advanced Service Fee Payments.** Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. **Price Adjustment.** Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. **Limitation of Liability.** IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. **Confidentiality.** Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. **Assignment.** Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.



L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: <u>Durant Police Department</u> Attn: <u>Lt. Chris Marcy</u> Address: <u>3104 Carl Albert Drive</u> <u>Durant, OK 74701</u>
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate's existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.



C-2022-65 SA

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Affiliate Organization: Durant Police Department

Authorized Agent: Chris Marcy

Title: Administrative Lieutenant

Date: 12-13-22

Signature: _____

Enterprise Service Agreement

**Contact Information Worksheet**

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:		Durant Police Department	
Company / Agency Type:		Municipal Law Enforcement	
Address:	3104 Carl Albert Drive		
	Durant, OK 74701		
Primary Contact			
Name:	Chris Marcy		
Title:	Administrative Lieutenant	Phone:	580-924-3737 Ext 216
Email:	cmarcy@durant.org		
Supervisor Information			
Name:	Joe Clark		
Title:	Deputy Chief of Police	Phone:	580-924-3737 Ext 202
Email:	jclark@durant.org		
Financial Contact (Accounts Payable)			
Name:	Betty Wilhite		
Title:	Accounts Payable	Phone:	580-931-6644
Email:	ap@durant.org		
Technical Support Contact # 1			
Name:	Brenton Rucker		
Title:	IT Director	Phone:	580-931-6700
Email:	brucker@durant.org		
Technical Support Contact # 2			
Name:	Byron Hopkins		
Title:	IT Department	Phone:	580-916-2940
Email:	bhopkins@durant.org		

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079

Exhibit A: Option # 2 ILP Tier Package Components

ILP Bundle for Agencies of Up to 25 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images	ILP Bundle for Agencies of Up to 50 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
ILP Bundle for Agencies of 51 to 100 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images	ILP Bundle for Agencies of 101 to 200 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
ILP Bundle for Agencies of 201 to 500 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images	ILP Bundle for Agencies of 501 to 1,000 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images
ILP Bundle for Agencies of 1,000 to 1,500 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images	ILP Bundle for Agencies of 1,501 to 2,000 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 200,000 images

ILP Bundle for Agencies up to 2,500 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Seven (7) 3-Camera Mobile LPR Systems or Twenty one (24) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 250,000 images	ILP Bundle for Agencies up to 5,000 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Eight (8) 3-Camera Mobile LPR Systems or Twenty four (24) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 500,000 images
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Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.

7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



Quote for:

Durant Police Department

Attn:

David Houser

Reference:

Durant PD - LPR Trailer Grant

Quote By:

Bryan Pike

Date:

11-03-22





Vigilant Solutions is about protecting officers, families and communities. Vigilant is about saving lives – creating innovative and essential intelligence solutions for law enforcement that enhance policing efforts. Intelligence can solve crimes, prevent crimes before they occur, and improve safety for officers and the public that they serve and protect. Vigilant’s solutions are designed to collect, organize and share data to credentialed law enforcement personnel, making intelligence actionable and readily accessible.

WHAT WE DO:



**REDUCE
CRIME RATES**



**OFFICER
SAFETY**



**INCREASE
EFFICIENCY &
PRODUCTIVITY**



**REVENUE
DISCOVERY/
RECOVERY**

OUR PRODUCTS:

- License Plate Recognition (LPR) Data and Analytics
- Fixed and Mobile LPR Cameras
- Body Worn Cameras
- Facial Recognition
- Campus Safety Solutions
- Parking Enforcement Solutions
- Corporate Security Solutions

BE SAFE. BE SMART. BE VIGILANT.

VIGILANTSOLUTIONS.COM • 925-398-2079

		Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Durant Police Department - Attention: David Houser			Date:	11-03-22
Project Name:	Durant PD - LPR Trailer Grant			Quote ID:	BAP-0136-02

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

LPR Trailer and Camera Hardware

Qty	Item #	Description
(1)	TIS-TECHTRAILER-VLP	Standard 2-Camera LPR Trailer - 525W Solar • Standard Speed Trailer w/ 525 Watt solar power • 3 X 150 Amp Hour batteries, • GPS • Removable tongue • 4 X jack stands Retractable powercord w/reel • Wheel lock bar • Aluminum equipment enclosures • Rotating mast for travel • 1-Year manufacturer's warranty (Excludes tires and/or batteries). • 45-60 Day Lead Time • Delivery Included ◦ Required Vigilant 2-Camera/Tablet Sold Separately
Subtotal Price (Excluding sales tax)		\$37,000.00
Qty	Item #	Description
(1)	Mobile LPR SYS-1 CDM-2-55--L5M	Mobile LPR 2-Camera L5M High-Definition System (Expandable to 4 Cams) <u>Hardware:</u> • Qty=2 25mm lens package • VLP-5200 Processing Unit • Wiring harness w/ ignition control (Direct to Battery) ◦ Single point power connection • Field installed GPS antenna <u>Software:</u> • CarDetector Mobile LPR software application for MDC unit ◦ LPR vehicle license plate scanning / real time alerting ◦ Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$4,500.00

Camera License Key Fees

Qty	Item #	Description
(1)	VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Managed/hosted server account services by Vigilant - Includes access to all LEARN or Client Portal and CarDetector software updates - Priced per camera per year for up to 14 total camera units registered - Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		\$1,050.00

One Time Charges for System Setup, Delivery and Shipping of Cameras

Qty	Item #	Description
(1)	SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Vigilant technician to visit customer site - Includes system start up, configuration and commissioning of LPR system - Includes CDM/CDF Training - Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$700.00
Qty	Item #	Description
(1)	VSPTRNG	Vigilant End User Training - End user training for Vigilant products - Covers all client purchased applications - Includes classroom and field operation training - Vigilant certified technician to visit site and perform one training class
Subtotal Price (Excluding sales tax)		\$750.00
Qty	Item #	Description
(1)	VSPTRVL-01	Vigilant Certified Partner Travel via Client Site Visit - Vigilant certified technician to visit client site - Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$750.00
Qty	Item #	Description
(1)	VS-SHP-01	Vigilant Shipping Charges - Mobile - Applies to each Mobile LPR System - Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$130.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.

- 4. Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.
- 5. Camera License Key Fees are \$525 per camera per year
- 6. Quote Includes Trailer Delivery, Set up and Training

Quoted by: Bryan Pike - 925-398-2079 - bryan.pike@motorolasolutions.com

Total Price	\$44,880.00 (Excluding sales tax) (Including All Adds)
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Mobile LPR / ANPR

Mobile LPR at it's Best

Managed from within LEARN®, Vigilant's Mobile LPR uses up to four (4) dual-lens LPR cameras, each with integrated Digital Signature Processors (DSP), and advanced imaging and recognition algorithms to provide the most advanced mobile LPR system available. With a simple user interface, the Vigilant Mobile LPR system provides a great deal of functionality with the user's needs in mind, but with advanced capabilities not available elsewhere.

Key Features

- ✓ Easy & intuitive interface
- ✓ Works with existing laptop or MDT
- ✓ No external processor in trunk
- ✓ Seamless communication to/from LEARN
- ✓ Infrared (IR) plate and color vehicle images
- ✓ Mobile Hit Hunter™ exclusive feature provides additional hits from Vigilant's own LPR data network
- ✓ Day / Night interface for officer safety
- ✓ Large buttons designed for touch screen



Protecting Officers,
Families and Communities

Mobile LPR / ANPR



Mobile LPR from Vigilant is an advanced mobile LPR solution designed from the officer's perspective. Large buttons, visual system status indicators, scrolling plate history, and even a Day / Night mode to eliminate brightness in the vehicle during nighttime operations for officer safety - Mobile LPR from Vigilant is quite simply the most user-friendly interface available on the market.

Mobile Hit Hunter is an exclusive Vigilant feature in that significantly increases the likelihood of "hits". Leveraging all available LPR in your area, including data shared by other agencies as well as Vigilant's national data sharing initiative (NVLS) that collects almost 100 million LPR records per month from commercial operations of LPR, Mobile Hit Hunter matches these records against your hotlist(s) and notifies officers within a 3-mile radius of suspect vehicles.



System Components & Key Specifications

All-in-One Integrated LPR Camera & Processing Unit



- Dimensions (WxDxH) :
6.9" x 6.5" x 2"
175 x 165 x 51 mm
- No Processor in Trunk
- Weight: 3.5 lbs. / 1.6 kg
- IP67 / NEMA-4 Rated

Compact Camera with External Processor also Available



- Camera Dimensions:
6.7 x 3 x 2 in
171 x 76 x 51 mm
- Weight: 1.9 lbs / 0.86 kg
- IP66 Rated



- Processor Dimensions:
5 x 8.5 x 2.5 in
127 x 215.9 x 63.5 mm

Re: Sole Source Justification - Vigilant Solutions License Plate Reader Technology

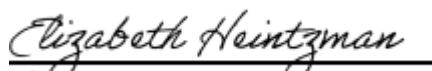
Agency's success in serving the community is largely affected by the products and processes utilized. As technology has evolved over recent years, more agencies have moved toward fully integrated solutions that reduce data entry and redundancy, share data across departments and/or agencies, and help protect personnel in the field through intelligence and analytical capabilities. Vigilant Solutions' software is specifically designed to provide the integration and data sharing capabilities law enforcement agencies need.

Law Enforcement Archival Reporting Network (LEARN)

Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative in the nation. LEARN consists of over 30 billion LPR scans, and is growing at a rate of over 450 million monthly scans. This data consists of Commercial Data owned by Vigilant and made available for law enforcement consumption. **This extensive LPR data set is owned and managed ONLY by Vigilant** and provides intangible value from an investigative perspective inside of the LEARN suite of applications. Below are other examples of LEARN features that are exclusive to Vigilant.

- LEARN software application is exclusively written, owned and maintained by Motorola Solutions and can only be procured by Motorola Solutions.
- Motorola Solutions, Vigilant LPR hardware can only be connect to our LEARN backend and no other third part solution.
- LEARN offers an exclusive application known as the **Mapping Alert Service (MAS)**. MAS enables the Agency to leverage the data sharing initiative of LEARN to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
- LEARN offers an exclusive application known as **Stakeout** that allows for a user to enter an address to see all "visits" to this location. Users may select visits and virtually "stakeout" a location, seeing all LPR scans collected by a driver on a given "visit".
- LEARN offers an exclusive reporting option in its Stakeout application known as **Common Plate Report**. This solution allows for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates. Vigilant's AI algorism searches for the location of "common plates" that are seen two or more locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.

- LEARN offers an exclusive query utility known as **Associate Analysis**. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.
- LEARN offers an exclusive application known as **Locate Analysis** which is designed to provide a probabilistic assessment of where to most likely locate a suspect vehicle. Locate Analysis groups LPR detections around addresses, tells you how many visits to these addresses have been conducted by an LPR-equipped vehicle, tells you how many times a suspect vehicle has been seen at each location, tells you if the suspect is more likely to be seen during the day or night at each location, tells you the most recent and most popular locations, provides you with an interactive and chronological map view, and also compiles all of this information into a simple Locator Score, giving immediate and actionable information on where and when you are most likely to find your suspect.
- Vigilant Solutions offers an exclusive smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, receive alerts on matches against agency hotlist, and also perform queries against all available LPR data (agency generated and Commercial Data).



Elizabeth Heintzman
MSSSI Vice President



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: License Plate Reader Equipment for Patrol Vehicle Units (C-2022-66)

1. Discussion, Consideration, and Possible Action to Approve Purchase of License Plate Reader Patrol Vehicle Unit Equipment from Vigilant Solutions, LLC for the Durant Police Department Utilizing Awarded Grant Funds by the Northern and Middle States Rural Law Enforcement Training and Technical Assistance Program Through the Bureau of Justice Assistance (BJA), Office of Justice Programs, U.S. Department of Justice in Supported by the National White Collar Crime Center (NW3C) Subaward Contract # 72-115 Related to BJA Grant Number 2020-MU-BX-K001 (C-2022-66) in the Amount of \$33,630 for Equipment, Software, Delivery, Installation, Training and License Fees.
2. Discussion, Consideration, and Possible Action to Approve Enterprise Service Agreement (C-2022-66 SA) Related to the License Plate Reader Equipment Funded by 2020-MU-BX-K001 (C-2022-66)

The grant for this project was accepted by council on November 8, 2022 in the amount of \$33,630 and does not require any match. The Vigilant Solutions, LLC is a sole source for the equipment. The Federal grant agency has approved the vendor and the equipment, software, delivery, installation, training and license fees for four patrol units.

As noted in the attached quote, the license fee cost of \$4800 is for one-year. The Police Department is aware the license fee item would need to be budgeted annually.

Total Purchase Price: \$ 33,360
Grant Funds: \$ 33,360
Match Funds: NA

See Attached Enterprise Service Agreement (C-2022-66 SA), vendor quote and sole source justification.

Council Information / Action Requested

1. Approve Purchase of License Plate Reader Patrol Vehicle Unit Equipment from Vigilant Solutions, LLC for the Durant Police Department Utilizing Awarded Grant Funds by the Northern and Middle States Rural Law Enforcement Training and Technical Assistance Program Through the Bureau of Justice Assistance (BJA), Office of Justice Programs, U.S. Department of Justice in Supported by the National White Collar Crime Center (NW3C) Subaward Contract # 72-115 Related to BJA Grant Number 2020-MU-BX-K001 (C-2022-66) in the Amount of \$33,630 for Equipment, Software, Delivery, Installation, Training and License Fees.

2. Approve Enterprise Service Agreement (C-2022-66 SA) Related to the License Plate Reader Equipment Funded by 2020-MU-BX-K001 (C-2022-66)

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

Becca will work with the Police Department and vendor for equipment procurement.

ATTACHMENTS:

1. Durant - Vigilant LPR Vehicle Units Srvc Agreement C-2022-66 SA
2. Durant PD - Vigilant Quote - Vehicle LPR
3. LPR equipment - Vigilant Solutions Sole Source

**Enterprise Service Agreement (ESA)**

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 13th Day of December, 2022 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and Durant Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 3104 Carl Albert Drive, Durant, OK 74701 ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"Booking Images" refers to both LEA Booking Images and Commercial Booking Images.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial Booking Images" refers to images collected by commercial sources and available on LEARN with a paid subscription.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA Booking Images” refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. **Warranty and Disclaimer.** Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. **Infringement Protection.** If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. **Use of Software Products Interface.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A

CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☒ Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

☐ Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits

- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

□ **Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:**

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. **Service Fee.** Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)					
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule			
Tier	Mobile	Fixed	
ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00	
ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00	
ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00	
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00	
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00	
ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00	
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00	
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00	

ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00	
ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00	

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is ____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. **Advanced Service Fee Payments.** Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. **Price Adjustment.** Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. **Limitation of Liability.** IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. **Confidentiality.** Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. **Assignment.** Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.



L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: <u>Durant Police Department</u> Attn: <u>Lt. Chris Marcy</u> Address: <u>3104 Carl Albert Drive</u> <u>Durant, OK 74701</u>
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate's existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Affiliate Organization: Durant Police Department

Authorized Agent: Chris Marcy

Title: Administrative Lieutenant

Date: 12-13-22

Signature: _____

Enterprise Service Agreement

**Contact Information Worksheet**

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:		Durant Police Department	
Company / Agency Type:		Municipal Law Enforcement	
Address:	3104 Carl Albert Drive		
	Durant, OK 74701		
Primary Contact			
Name:	Chris Marcy		
Title:	Administrative Lieutenant	Phone:	580-924-3737 Ext 216
Email:	cmarcy@durant.org		
Supervisor Information			
Name:	Joe Clark		
Title:	Deputy Chief of Police	Phone:	580-924-3737 Ext 202
Email:	jclark@durant.org		
Financial Contact (Accounts Payable)			
Name:	Betty Wilhite		
Title:	Accounts Payable	Phone:	580-931-6644
Email:	ap@durant.org		
Technical Support Contact # 1			
Name:	Brenton Rucker		
Title:	IT Director	Phone:	580-931-6700
Email:	brucker@durant.org		
Technical Support Contact # 2			
Name:	Byron Hopkins		
Title:	IT Department	Phone:	580-916-2940
Email:	bhopskins@durant.org		

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079

Exhibit A: Option # 2 ILP Tier Package Components

ILP Bundle for Agencies of Up to 25 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images	ILP Bundle for Agencies of Up to 50 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
ILP Bundle for Agencies of 51 to 100 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images	ILP Bundle for Agencies of 101 to 200 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
ILP Bundle for Agencies of 201 to 500 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images	ILP Bundle for Agencies of 501 to 1,000 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images
ILP Bundle for Agencies of 1,000 to 1,500 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images	ILP Bundle for Agencies of 1,501 to 2,000 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 200,000 images

ILP Bundle for Agencies up to 2,500 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Seven (7) 3-Camera Mobile LPR Systems or Twenty one (24) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 250,000 images	ILP Bundle for Agencies up to 5,000 Sworn Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Eight (8) 3-Camera Mobile LPR Systems or Twenty four (24) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 500,000 images
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Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.

7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



Quote for:

Durant Police Department

Attn:

Brenton Rucker

Reference:

Durant PD OK - Grant Quote 3-camera (4) BOGO

Quote By:

Bryan Pike

Date:

10-25-22





Vigilant Solutions is about protecting officers, families and communities. Vigilant is about saving lives – creating innovative and essential intelligence solutions for law enforcement that enhance policing efforts. Intelligence can solve crimes, prevent crimes before they occur, and improve safety for officers and the public that they serve and protect. Vigilant’s solutions are designed to collect, organize and share data to credentialed law enforcement personnel, making intelligence actionable and readily accessible.

WHAT WE DO:



**REDUCE
CRIME RATES**



**OFFICER
SAFETY**



**INCREASE
EFFICIENCY &
PRODUCTIVITY**



**REVENUE
DISCOVERY/
RECOVERY**

OUR PRODUCTS:

- License Plate Recognition (LPR) Data and Analytics
- Fixed and Mobile LPR Cameras
- Body Worn Cameras
- Facial Recognition
- Campus Safety Solutions
- Parking Enforcement Solutions
- Corporate Security Solutions

BE SAFE. BE SMART. BE VIGILANT.

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		Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Durant Police Department - Attention: Brenton Rucker			Date:	10-25-22
Project Name:	Durant PD OK - Grant Quote 3-camera (4) BOGO			Quote ID:	BAP-0002-08

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Hardware for Four 3-Camera Mobile Systems with VLP units & Brackets and Wiring Harnesses

Qty	Item #	Description
(2)	Mobile LPR SYS-1 CDM-3-345-L5M	Mobile LPR 3-Camera L5M High-Definition System (Expandable to 4 Cams) <u>Hardware:</u> - Qty=1 12mm lens package - Qty=1 16mm lens package - Qty=1 25mm lens package - VLP-5200 Processing Unit - Wiring harness w/ ignition control (Direct to Battery) - Single point power connection - Field installed GPS antenna <u>Software:</u> - CarDetector Mobile LPR software application for MDC unit - LPR vehicle license plate scanning / real time alerting - Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$20,000.00

Qty	Item #	Description
(2)	Mobile LPR SYS-2 CDM-3-345-L5M	Mobile LPR 3-Camera L5M High-Definition System (Expandable to 4 Cams) <u>Hardware:</u> - Qty=1 12mm lens package - Qty=1 16mm lens package - Qty=1 25mm lens package - VLP-5200 Processing Unit - Wiring harness w/ ignition control (Direct to Battery) - Single point power connection - Field installed GPS antenna <u>Software:</u> - CarDetector Mobile LPR software application for MDC unit - LPR vehicle license plate scanning / real time alerting - Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$0.00
Qty	Item #	Description
(12)	K-PB-HD-SET	Push Bumper Bracket Mounting Kit for LPR Camera Single LPR Camera Mounting Bracket for Push Bar - One per camera
Subtotal Price (Excluding sales tax)		\$1,200.00
Qty	Item #	Description
(12)	REAPERHD-CAMERA-CABLE-30FT	ReaperHD Camera Cable - 30 FT 30FT Camera Cable - ReaperHD Only
Subtotal Price (Excluding sales tax)		\$949.92

One Time Charges for System Set Up Commissioning, Installation, Travel and Shipping

Qty	Item #	Description
(1)	VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN - Vigilant hosted/managed LEARN account - Central repository for all LPR data acquired by each LPR system - Includes Vigilant's suite of LPR data analytics via online web access - Automated CarDetector software update management - Plate searching, mapping, data mining utilities - Stakeout, Associate Analysis and Locate Analysis - Full administrative security with management auditing - Plug-N-Play an unlimited number of CarDetector LPR systems - Requires NO server hardware, NO server maintenance - Requires Vigilant Enterprise Service Agreement contract
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(4)	SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Vigilant technician to visit customer site - Includes system start up, configuration and commissioning of LPR system - Includes CDM/CDF Training - Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$2,560.08
Qty	Item #	Description
(4)	SVC-LPR-INSTALL	Installation Services for Four 3-Camera Mobile LPR Systems
Subtotal Price (Excluding sales tax)		\$3,000.00
Qty	Item #	Description
(1)	VSPTRVL-01	Vigilant Certified Partner Travel via Client Site Visit - Vigilant certified technician to visit client site - Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$600.00
Qty	Item #	Description
(4)	VS-SHP-01	Vigilant Shipping Charges - Mobile - Applies to each Mobile LPR System - Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$520.00

Annual Camera License Key Fees

Qty	Item #	Description
(1)	VSBSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Managed/hosted server account services by Vigilant - Includes access to all LEARN or Client Portal and CarDetector software updates - Priced per camera per year for 31-60 total camera units - Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		\$4,800.00

Quote Notes:

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- Returns or exchanges will incur a 15% restocking fee.
- Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.
- Recurring Camera License Key Fees Are \$400.00 per camera per year.

- 6. This quote is for Four 3-camera Mobile License Plate Reader Systems
- 7. This quote includes system installation, set up and commissioning

Quoted by: Bryan Pike - 405-226-7321 - bryan.pike@motorolasolutions.com

Total Price	\$33,630.00 (Excluding sales tax) (Including All Adds)
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Re: Sole Source Justification - Vigilant Solutions License Plate Reader Technology

Agency's success in serving the community is largely affected by the products and processes utilized. As technology has evolved over recent years, more agencies have moved toward fully integrated solutions that reduce data entry and redundancy, share data across departments and/or agencies, and help protect personnel in the field through intelligence and analytical capabilities. Vigilant Solutions' software is specifically designed to provide the integration and data sharing capabilities law enforcement agencies need.

Law Enforcement Archival Reporting Network (LEARN)

Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative in the nation. LEARN consists of over 30 billion LPR scans, and is growing at a rate of over 450 million monthly scans. This data consists of Commercial Data owned by Vigilant and made available for law enforcement consumption. **This extensive LPR data set is owned and managed ONLY by Vigilant** and provides intangible value from an investigative perspective inside of the LEARN suite of applications. Below are other examples of LEARN features that are exclusive to Vigilant.

- LEARN software application is exclusively written, owned and maintained by Motorola Solutions and can only be procured by Motorola Solutions.
- Motorola Solutions, Vigilant LPR hardware can only be connect to our LEARN backend and no other third part solution.
- LEARN offers an exclusive application known as the **Mapping Alert Service (MAS)**. MAS enables the Agency to leverage the data sharing initiative of LEARN to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
- LEARN offers an exclusive application known as **Stakeout** that allows for a user to enter an address to see all "visits" to this location. Users may select visits and virtually "stakeout" a location, seeing all LPR scans collected by a driver on a given "visit".
- LEARN offers an exclusive reporting option in its Stakeout application known as **Common Plate Report**. This solution allows for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates. Vigilant's AI algorism searches for the location of "common plates" that are seen two or more locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.

- LEARN offers an exclusive query utility known as **Associate Analysis**. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.
- LEARN offers an exclusive application known as **Locate Analysis** which is designed to provide a probabilistic assessment of where to most likely locate a suspect vehicle. Locate Analysis groups LPR detections around addresses, tells you how many visits to these addresses have been conducted by an LPR-equipped vehicle, tells you how many times a suspect vehicle has been seen at each location, tells you if the suspect is more likely to be seen during the day or night at each location, tells you the most recent and most popular locations, provides you with an interactive and chronological map view, and also compiles all of this information into a simple Locator Score, giving immediate and actionable information on where and when you are most likely to find your suspect.
- Vigilant Solutions offers an exclusive smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, receive alerts on matches against agency hotlist, and also perform queries against all available LPR data (agency generated and Commercial Data).



Elizabeth Heintzman
MSSSI Vice President



The City of Durant

Memorandum

Date: 12/13/2022
To: Mayor and City Council
From: Tom Marcum, City Attorney
Re: Update, Discussion and Possible Action Regarding University Boulevard from Westside Drive to Gates Avenue Construction Project. Possible Actions May Include Approval of Contract Terms with Shiralli Construction Corp., Proposed Amended Contract Terms or Authorization for Staff to Prepare to Re-Bid Project

Council Information / Action Requested

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

ATTACHMENTS: