

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**

February 14, 2023

CALL TO ORDER

INVOCATION/FLAG SALUTE

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 Called Meeting Minutes of January 10, 2023
- b. Consider Approval of Special Called Meeting Minutes of January 20, 2023
- c. Consider Approval of Budget Supplements BA 23-9
- d. Consider Action on Appointment of Municipal Court Judge and Alternate Municipal Court Judge
- e. Consider Approval of Security Systems Service and Maintenance Agreement with Secure Oklahoma (C-2023-11)
- f. Consider Approval of Memorandum of Agreement Between the Choctaw Nation of Oklahoma and City of Durant, Oklahoma for Sunnyside Road Project (C-2023-08)

2. Consider Items Removed from Consent

3. Information Items

- a. City Clerk Monthly Report - January 2023
- b. City Manager Report - January 2023
- c. Community Development Monthly Report - January 2023
- d. Economic Development Monthly Report-January 2023
- e. Emergency Management Monthly Report - January 2023
- f. Finance Monthly Reports - December 2022 and January 2023 Sales Tax Reports
- g. Fire Department Monthly Report - January 2023
- h. Grants Department - January 2023 Report
- i. Human Resources Monthly Report- January 2023
- j. Library Monthly Report - January 2023
- k. Neighborhood Services Monthly Report - January 2023
- l. Parks and Rec Monthly Report-January 2023
- m. Police Department Monthly Report - December 2022
- n. Street Department Monthly Report - January 2023

4. Administration

- a. Discussion, Consideration, and Possible Action to Consider Approval of the Project Maintenance, Financing, and Right-Of-Way Agreement for the Phase 5 Durant Downtown Enhancement Project No. STP-107E (176) EH State Job No.: 28808(04) (05) Related to the Streetscape V Project. (C-2023-10 Streetscape V)
- b. Discussion, Consideration, and Possible Action to Consider Award of Bid for Generator and Installation at the Donald W. Reynolds Library Funded by 18114 CDBG-CR 20 Grant Contingent Upon Legal Review and OK Department of Commerce Approval. (C-2021-19 GEN LIBRARY)
- c. Discussion, Consideration and Possible Action on Ordinance O-2023-01, a Request to Vacate and Close a Portion of N. 9th Avenue of University Boulevard Between Block Nine (9) and Block (8) in Twin Oaks, an Addition to the City of Durant, Oklahoma.
(1) Ordinance O-2023-01. Sections 1-3.
(2) Ordinance O-2023-XX. Section 4. Emergency Clause.
- d. 1. Consider Award of Bid for Former Country Club Agricultural Hay Lease;
2. Consider Approval of Agricultural Hay Lease for Former Country Club (C-2023-03).
- e. 1. Consider Award of Bid for Durant Multi Sports Complex Agricultural Hay Lease;
2. Consider Approval of Durant Multi Sports Complex Agricultural Hay Lease (C-2023-04).
- f. 1. Consider Award of Bid for Lake Durant Agricultural Hay Lease;
2. Consider Approval of Agricultural Hay Lease for Lake Durant (C-2023-05).
- g. 1. Consider Award of Bid for Durant Regional Airport Agricultural Hay Lease;
2. Consider Approval of Agricultural Hay Lease for Durant Regional Airport (C-2023-06).

- h. 1. Consider Award of Bid for Durant Multi Sports Complex Parking Lot Resealing;
2. Consider Approval of Durant Multi Sports Complex Parking Lot Resealing Contract (C-2023-09).
- i. Consider Action on the expenditure of Economic Development Sales Tax funds in the amount of \$80,000 to United Manufacturing and Distribution, LLC for the remediation of property owned by Durant Industrial Authority at 68 Waldron Road.
- j. Consider Approval of Resolution R-2023-03 Establishing an Annual Fee for Local Businesses Operating as Mobile Boutiques at Special Events; Adding to Fee Schedule
- k. Consider Approval of Resolution R-2023-02 Amending Certain Fees on the Fee Schedule; Directing Posting

EXECUTIVE SESSION

- 1. Consider Executive Session for Confidential Communication with Attorney Concerning Pending Litigation Involving the City of Durant Where Disclosure Will Impair the Ability of the Public Body to Discuss and Analyze the Litigation: Hammond v. City of Durant (In the District Court of Bryan County, Case No. CJ-2022-165); (This Executive Session Authorized by Title 25, Section 307 B(4) of the Oklahoma State Statutes).
- 2. Consider Action Pursuant to Executive Session Item 1

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 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 3:00 p.m. on the 10th day of February, 2023. An amended agenda was posted at the place of such meeting at 2:50 p.m. on the 13th day of February, 2023.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Called Meeting Minutes of January 10, 2023

Council Information / Action Requested

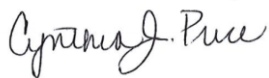
Approval of Regular Called Meeting Minutes of January 10, 2023

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

ATTACHMENTS:

1. Durant City Council Minutes 01102023 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 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 5:15 p.m. on the 5th day of January, 2023. The amended agenda was posted at the place of such meeting at 11:45 a.m. on the 9th day of January, 2023.



Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT CITY COUNCIL

January 10, 2023 AT 6:00 PM

Roscoe J. Hatfield Council Chambers

300 West Evergreen

Durant, Oklahoma

CALL TO ORDER

Mayor Grube called the meeting to order at 6:01 p.m.

INVOCATION/FLAG SALUTE

Brent Gordon of Gordon Funeral Home provided the invocation. Council Member Humphrey Miller 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

Mayor Grube exited the meeting.

PRESENTATIONS

1. Presentation of Employee Service Awards for 4th Quarter 2022

The following employees received service awards:

5 YEARS

Stephanie Barfield (Utility Billing): Certificate, Pin, \$50

Mark Pierce (Facilities Maintenance): Certificate, Pin, \$50

15 YEARS

Sgt. Drew Hale (Police): Certificate, Pin, \$150

CITIZEN COMMENTS

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Rocky McDaniel - Spoke regarding complaint against police department and police department policy.

Adrienne Gregory - Spoke regarding notice of closure and vacation of street and possible effects on home owners.

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 December 13, 2022
- b. Consider Approval of Special Called Meeting Minutes of January 3, 2023
- c. Consider Approval of Budget Supplements BA 23-8
- d. Consider Approval of Mayoral Appointment of David Herron to Parks and Recreation Advisory Board
- e. Discussion, Consideration and Possible Action to Consider Adoption of the 2023 Citizen Participation Plan - Required for 2023 Community Development Block Grant (CDBG) Applications and Projects.
- f. Consider Approval of the Donation of Eleven Ballistic Vests and Level 3a Plates to the Fire Department by Gordon Funeral Home
- g. Consider Approval of Extension of Agreement for Plan Review Services Between the City of Durant and Okie Safety Consulting from January 10, 2023 through June 30, 2023 (C-2022-41A)

Council Member Brittingham requested Item 1(f) be removed for further discussion.

Vice Mayor Sherrer requested Item 1(g) be removed for further discussion.

Motion To: Approve Consent Items 3(a)(b)(c)(d)(e) as Presented

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

MOTION PASSED

2. Consider Items Removed from Consent

Brent Gordon of Gordon Funeral Home was recognized for his donation of eleven ballistic vests and Level 3a plates to the Fire Department.

Motion To: Approve Item 1(f) Removed from Consent

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

MOTION PASSED

Motion To: Approve Item 2(g) Removed from Consent

Motion By: Danny Sherrer

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

MOTION PASSED

3. Information Items

- a. City Clerk Monthly Report - December 2022
- b. City Manager Report - December 2022
- c. Community Development Monthly Report - December 2022
- d. Economic Development Director Monthly Report - December 2022
- e. Emergency Management Monthly Report - December 2022
- f. Finance Monthly Reports - November 2022 & December 2022 Sales Tax Reports
- g. Fire Department Monthly Report - December 2022
- h. Grants Department Monthly Report - December 2022
- i. Human Resources Monthly Report- December 2022
- j. Library Monthly Report - December 2022
- k. Neighborhood Services Monthly Report - December 2022
- l. Parks and Recreation Department Monthly Report - December 2022
- m. Police Department Monthly Report - November 2022
- n. Street Department Monthly Report - December 2022
- o. Rescission of Letter of Proposal for Mayoral Appointment of Municipal Judge and Alternate Municipal Judge Dated December 13, 2022; and New Proposed Mayoral Appointment of Municipal Judge and Alternate Municipal Judge

4. Administration

- a. Discussion, Consideration and Possible Action on Ordinance O-2022-30, a Rezoning Request from A-1, General Agriculture to C-2, Highway Commercial and Commercial Recreation for property near Southeast 3rd Avenue and Rodeo Road (PC2023-01).
 - (1) Ordinance O-2022-30. Section 1.
 - (2) Ordinance O-2022-30. Section 2. Emergency Clause.

Speakers –

Sandra Levins - spoke in opposition.

Heather Dobbins - spoke in opposition.

Danny Khoury - spoke in favor.

Motion To: Consider Approval of Ordinance O-2022-30, Section 1

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

MOTION PASSED

Motion To: Approve Ordinance O-2022-30, Section 2, Emergency Clause

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris

Nays: Sherrer

Abstain: None

MOTION FAILED

- b. Discussion, Consideration and Possible Action on a Final Plat Request for property near Southeast 3rd Avenue and Rodeo Road (PC2023-01).

Motion To: Approve Final Plat Request for Property Near Southeast 3rd Avenue and Rodeo Road (PC2023-01)

Motion By: Humphrey Miller

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

MOTION PASSED

- c. Discussion, Consideration and Possible Action on Ordinance O-2022-31, a Rezoning Request from A-1, General Agriculture and C-2, Highway Commercial and Commercial Recreation Districts to C-2, Highway Commercial and Commercial Recreation District for property located near West Main and South 49th Avenue (PC2023-03).
 - (1) Ordinance O-2022-31. Section 1.
 - (2) Ordinance O-2022-31. Section 2. Emergency Clause

Motion To: Approve Ordinance O-2022-31 Section 1

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

MOTION PASSED

Motion To: Approve Ordinance O-2022-31, Section 2, Emergency Clause

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris

Nays: Sherrer

Abstain: None

MOTION FAILED

5. Executive Session

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

Motion To: Enter Into Executive Session

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

MOTION PASSED

- b. Consider Action Pursuant to Executive Session Item 5(a) Which May Include Approval of Settlement

Motion To: Accept Settlement Amount of Six Hundred Thousand Dollars (\$600,000) from ResourceOne and Authorize Staff to do the Proper Administrative Actions to Receive Payment

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

MOTION PASSED

6. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

MOTION PASSED



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of January 20, 2023

Council Information / Action Requested

Approval of Special Called Meeting Minutes of January 20, 2023

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

ATTACHMENTS:

1. Special Called Durant City Council Minutes 01202023

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 17th day of January, 2023 and that an agenda of said meeting was posted at the place of such meeting at 7:35 a.m. on the 19th day of January, 2023.



Cynthia J. Price, City of Durant

**MINUTES OF THE SPECIAL CALLED MEETING OF DURANT CITY COUNCIL
January 20, 2023 AT 12:30 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Acting Mayor Danny Sherrer called the meeting to order at 12:30 p.m.

INVOCATION/FLAG SALUTE

A moment of silent prayer was observed. Council Member Steve Brittingham led the flag salute.

ROLL CALL

Present:
Council Member Steve Brittingham
Council Member Humphrey Miller
Acting Mayor Danny Sherrer
City Attorney Tom Marcum
City Manager Lisa Taylor
City Clerk Cynthia J. Price

Absent:
Council Member Curtis Morris

ORDER OF BUSINESS

1. Administration

- a. Update, Discussion and Possible Action Regarding University Boulevard from Westside Drive to Gates Avenue Construction Project. Possible Action May Include Approval of Amended Change Order #4 and Amended Contract Conditions Included with Change Order #4

Motion To: Approve Amended Change Order #4 and Amended Contract Conditions Included with Change Order #4 to Include the Date Changes for Number One (1) Milestone to March 23, 2023, for the Second Milestone to May 12, 2023 and the Third Milestone to July 11, 2023 and No Change to the Fourth Milestone

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- b. Consider Approval of Resolution Modifying the Non-Collective Bargaining Unit Wage and Salary Plan; Providing Effective Date (R-2023-01)

Motion To: Approve Resolution Modifying the Non-Collective Bargaining Unit Wage and Salary Plan; Providing Effective Date (R-2023-01)

Motion By: Humphrey Miller

Seconded By: Danny Sherrer

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

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

Motion To: Approve Amended Resolution No. 2022-19 Calling for Non-Partisan General Election of Council Member for Ward Two, Ward Three, Ward Four and At Large in the City of Durant, Oklahoma

Motion By: Humphrey Miller

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

d. Consideration and Possible Approval of Contract with City Manager Lisa Taylor

Motion To: Approve Contract with City Manager Lisa Taylor

Motion By: Humphrey Miller

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 23-9

Consider Approval of Budget Supplements BA 23-9

BA 23-9

#46 Appropriate Funds for Adm, PD Operation, Animal Shelter Donation, Training Reimburse, Library Drive Through Project, ODL Grant

#47 Appropriate Funds for Health Insurance Transfer to DCUA to cover Insurance Premium

#48 Appropriate Funds for IT Operation Expenses

#49 Appropriate Funds for CI Projects Library Drive Through, K-9, WWTP Projects

#50 Appropriate Funds for TIF#3 TURBACEX, Refund

#51 Appropriate Funds for Special 911 Tax Fund GIS Data Contract

#52 Appropriate Funds for DWRF Com Ctr & Library Pedleton Trust. Revenue From Scott Pelley PC

#53 Appropriate Funds for DCUA Health Insurance Expenses

#54 Appropriate Funds for DMSC Health Insurance Expenses

Council Information / Action Requested

Approval the BA 23-9

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

ATTACHMENTS:

1. BA 23-9 Budget Adjustment Register



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT02798 - BA 23-9-46-54

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000112	FY 22/23 ORIGINAL BUDGET	BA23-9-46	2/14/2023

Summary Description: for Adm. & PD Operation expenses, Animal Shelter Donation & Training Reimburse, SENIOR CRT VEHICLE MAINT

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-000-361-4000	MISC. REVENUE	BA23-9-46 ANIMAL SHELTER DONATION	-10,324.00	-320.00	-10,644.00
February:	-320.00				
001-000-361-4000	MISC. REVENUE	BA23-9-46OMAG PD VEHL CK	-10,324.00	-7,489.00	-17,813.00
February:	-7,489.00				
001-000-361-4000	MISC. REVENUE	BA23-9-46 CM TRV. REIMB	-10,324.00	-45.00	-10,369.00
February:	-45.00				
001-000-362-3605	ODL GRANT REV FOR LIBRARY	BA23-9-46ODL ONLINE HIGSCL	-6,608.00	-5,500.00	-12,108.00
February:	-5,500.00				
001-000-364-0150	TRSF FROM CAPITAL IMPROVEM...	BA23-9-46 LIBRY DRIVE THR. PRESAL SEV.	-48,862.00	-7,500.00	-56,362.00
February:	-7,500.00				
001-001-510-1100	SALARIES AND WAGES	BA23-9-46 CONTRACT LABOR	608,537.50	-35,000.00	573,537.50
February:	-35,000.00				
001-001-530-3051	CONTRACT LABOR	BA23-9-46CONTRACT LABOR	10,000.00	35,000.00	45,000.00
February:	35,000.00				
001-001-570-7200	TRAINING AND TRAVEL	BA23-9-46CM TRV. REIMB	17,000.00	45.00	17,045.00
February:	45.00				
001-005-510-1100	SALARIES AND WAGES	BA23-9-46CONTRACT LABOR	3,158,737.29	-35,000.00	3,123,737.29
February:	-35,000.00				
001-005-530-3051	CONTRACT LABOR	BA23-9-46 CONTRACT LABOR	0.00	35,000.00	35,000.00
February:	35,000.00				
001-005-550-5663	VEHICLE MAINTENANCE	BA23-9-46OMAG PD VEHL CK	45,000.00	7,489.00	52,489.00
February:	7,489.00				
001-005-570-7200	TRAINING AND TRAVEL	BA23-9-46 K9 TRAINING TO CI	35,000.00	-450.00	34,550.00
February:	-450.00				
001-015-570-7035	ODL GRANT EXPENSE	BA23-9-46ODL ONLINE HIGSCL	0.00	5,500.00	5,500.00
February:	5,500.00				
001-019-570-7010	A & G MISCELLANEOUS	BA23-9-46 LIBRY DRIVE THR PROFSAL SEV	13,500.00	7,500.00	21,000.00
February:	7,500.00				
001-019-599-0150	TRSF TO CAPITAL IMPR. FUND	BA23-9-46K9 TRAINING TO CI	684,180.00	450.00	684,630.00
February:	450.00				
001-022-550-5620	POUND MAINTENANCE SERVICES	BA23-9-46ANIMAL SHELTER DONATION	3,200.00	320.00	3,520.00
February:	320.00				
001-023-510-1100	SALARIES AND WAGES	BA23-9-46 VEHICLE FUEL& MAINT	36,014.28	-1,000.00	35,014.28
February:	-1,000.00				
001-023-550-5663	VEHICLE MAINTENANCE	BA23-9-46 NEW VEHICLE	0.00	500.00	500.00
February:	500.00				
001-023-550-5852	FUEL	BA23-9-46 NEW VEHICLE	0.00	500.00	500.00
February:	500.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000114	FY 22/23 ORIGINAL BUDGET	BA 23-9-47 EMPL HEALTH INS	2/14/2023
Summary Description: TRSF TO DCUA COVER UA, DMSC HEALTH INS PREMIUM			

Budget Adjustment Register
Packet: GLPKT02798 - BA 23-9-46-54

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
005-000-301-1000	BEGINNING UNENCUMBERED	BA 23-9-47 EMPL HEALTH INS TO DCUA DMSC	-3,000.00	-99,245.00	-102,245.00
February:	-99,245.00				
005-066-599-4050	PREMIUM REBATES TO DCUA	BA 23-9-47 EMPL HEALTH INSTO DCUA DMSC	0.00	99,245.00	99,245.00
February:	99,245.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000115	FY 22/23 ORIGINAL BUDGET	BA 23-9-48 IT CONTRACT & SWFTWARE/SEV MAINT	2/14/2023
Summary Description: CONTRACT LABOR & SOFTWARE MAINT DOOR, ETC			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
010-020-510-1100	SALARIES AND WAGES	BA 23-9-48 IT CONTRACT & SWFTWARE/SEV MA...	308,955.06	-38,000.00	270,955.06
February:	-38,000.00				
010-020-530-3051	CONTRACT LABOR	BA 23-9-48 IT CONTRACT & SWFTWARE/SEV MA...	5,000.00	35,000.00	40,000.00
February:	35,000.00				
010-020-550-5650	SOFTWARE/SERVER MAINT	BA 23-9-48 IT CONTRACT & SWFTWARE/SEV MA...	55,708.00	3,000.00	58,708.00
February:	3,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000116	FY 22/23 ORIGINAL BUDGET	BA 23-9-49 CI	2/14/2023
Summary Description: PD K9 TRAINING LIBRARY DRIVE THR.PROFESAL SEV 2020 WWTP PROJECT			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-301-1000	BEGINNING UNENCUMBERED	BA 23-9-49 CI 2020 WWTP PROJECT ADJ	-1,224,492.00	222,313.00	-1,002,179.00
February:	222,313.00				
015-000-364-0010	TRSF FROM GENERAL FUND	BA 23-9-49 CI PD K9 TRAINING	-684,180.00	-450.00	-684,630.00
February:	-450.00				
015-005-550-5826	LAW ENFORCEMENT EQUIPMENT	BA 23-9-49 CI PD K9 TRAINING	41,163.00	450.00	41,613.00
February:	450.00				
015-019-560-6102	CITY HALL RENOVATION	BA 23-9-49 CITO GF LIBRRY DRIVE THR PROFESAL...	139,000.00	-7,500.00	131,500.00
February:	-7,500.00				
015-019-599-0010	TRSF TO GENERAL FUND	BA 23-9-49 CI TO GF LIBRRY DRIVE THR PROFESAL...	48,862.00	7,500.00	56,362.00
February:	7,500.00				
015-905-560-6005	2020 WWTP CONTINGENCY	BA 23-9-49 CI 2020 WWTP PROJECT ADJ	0.00	228,380.00	228,380.00
February:	228,380.00				
015-905-560-6006	2020 WWTP CONSTRUCTION	BA 23-9-49 CI 2020 WWTP PROJECT ADJ	0.00	11,194,820.00	11,194,820.00
February:	11,194,820.00				
015-905-560-6007	2020 WWTP ADM/PERMIT	BA 23-9-49 CI 2020 WWTP PROJECT ADJ	0.00	7,500.00	7,500.00
February:	7,500.00				
015-905-560-6008	2020 WWTP PROJECT-PROFAL. S...	BA 23-9-49 CI 2020 WWTP PROJECT ADJ-	12,299,228.00	-222,313.00	12,076,915.00
February:	-222,313.00				
015-905-560-6008	2020 WWTP PROJECT-PROFAL. S...	BA 23-9-49 CI 2020 WWTP PROJECT ADJ	12,299,228.00	-11,194,820.00	1,104,408.00
February:	-11,194,820.00				
015-905-560-6008	2020 WWTP PROJECT-PROFAL. S...	BA 23-9-49 CI 2020 WWTP PROJECT ADJ	12,299,228.00	-7,500.00	12,291,728.00
February:	-7,500.00				
015-905-560-6008	2020 WWTP PROJECT-PROFAL. S...	BA 23-9-49 CI 2020 WWTP PROJECT ADJ	12,299,228.00	-228,380.00	12,070,848.00
February:	-228,380.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000117	FY 22/23 ORIGINAL BUDGET	BA 23-9-50 DIA TIF#3 & REFUND	2/14/2023
Summary Description: TIF#3 TURBACEX, REFUND			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
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Budget Adjustment Register
Packet: GLPKT02798 - BA 23-9-46-54

020-000-361-4000	MISC. REVENUE	BA 23-9-50 DIA SERV. REFUND	0.00	-1,450.00	-1,450.00
February:	-1,450.00				
020-000-375-0602	TIF#3-19 TUBACEX TAX REFND R...	BA 23-9-50 DIA TIF#3	-291,093.00	-11,246.00	-302,339.00
February:	-11,246.00				
020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	BA 23-9-50 DIA TIF#3	-2,940.00	-114.00	-3,054.00
February:	-114.00				
020-017-550-5849	COMP. SOFTWARE & ACCESSORI...	BA 23-9-50 DIA SERV REFUND	9,400.00	1,450.00	10,850.00
February:	1,450.00				
020-067-530-3502	TIF#3 19 TUBACEX REIMB PYMNT	BA 23-9-50 DIA TIF#3	291,093.00	11,246.00	302,339.00
February:	11,246.00				
020-067-570-7400	CONTINGENCY RESERVE	BA 23-9-50 DIA TIF#3	18,859.00	114.00	18,973.00
February:	114.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000118	FY 22/23 ORIGINAL BUDGET	BA 23-9-51 911 DATAMARK CONTRACT	2/14/2023
Summary Description: GIS DATA CONTRACT DATAMARK			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
101-000-301-1000	BEGINNING UNENCUMBERED	BA 23-9-51 911 DATAMARK CONTRACT	0.00	-24,000.00	-24,000.00
February:	-24,000.00				
101-007-530-3051	CONTRACT LABOR	BA 23-9-51 911 DATAMARK CONTRACT	750.00	24,000.00	24,750.00
February:	24,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000119	FY 22/23 ORIGINAL BUDGET	BA 23-9-52 LIBRY MAINT. PENDLETON	2/14/2023
Summary Description: LIBRARY PENDLETON TRUST FROM SCOTT PELLEY PC			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-363-1000	PENDLETON TRUST	BA 23-9-52 LIBRY MAINT. PENDLETON	0.00	-4,150.00	-4,150.00
February:	-4,150.00				
350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	BA 23-9-52 LIBRY MAINT. PENDLETON	305,295.00	4,150.00	309,445.00
February:	4,150.00				
350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	BA 23-9-52 LIBRY MAINT. PENDLETON ADJ	305,295.00	10,750.00	316,045.00
February:	10,750.00				
350-015-550-5606	PENDLETON GRAVESITES MAINT.	BA 23-9-52 LIBRY MAINT. PENDLETON	38,539.00	900.00	39,439.00
February:	900.00				
350-015-570-7400	CONTINGENCY RESERVE	BA 23-9-52 LIBRY MAINT. PENDLETON ADJ	589,098.00	-11,650.00	577,448.00
February:	-11,650.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000120	FY 22/23 ORIGINAL BUDGET	BA 23-9-53 DCUA EMPL INSURANCE & BIG LOTS TOWER	2/14/2023
Summary Description: EMPL HEALTH INS. WTP BIG LOTS TOWER CLEANED			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-000-364-1105	TRANS FROM EMP INSURANCE O...	BA 23-9-53 DCUA EMPL INSUR	0.00	-99,245.00	-99,245.00
February:	-99,245.00				
405-025-510-1600	LIFE & HEALTH INSURANCE	BA 23-9-53 DCUA EMPL INSURANCE	40,787.74	5,401.00	46,188.74
February:	5,401.00				
405-026-510-1600	LIFE & HEALTH INSURANCE	BA 23-9-53 DCUA EMPL INSURANCE	112,166.26	10,771.00	122,937.26
February:	10,771.00				
405-027-510-1600	LIFE & HEALTH INSURANCE	BA 23-9-53 DCUA EMPL INSURANCE	71,378.55	8,865.00	80,243.55
February:	8,865.00				
405-027-530-3050	SERV CNTRCTS & WATERTOWER	BA 23-9-53 DCUA BIG LOTS TOWER	0.00	4,111.00	4,111.00
February:	4,111.00				

Budget Adjustment Register**Packet: GLPKT02798 - BA 23-9-46-54**

405-027-550-5509	OTHER EQUIP PARTS & MAINT	BA 23-9-53 DCUA BIG LOTS TOWER	80,314.00	-4,111.00	76,203.00
February:	-4,111.00				
405-028-510-1600	LIFE & HEALTH INSURANCE	BA 23-9-53 DCUA EMPL INSURANCE	61,181.65	48,551.00	109,732.65
February:	48,551.00				
405-029-510-1600	LIFE & HEALTH INSURANCE	BA 23-9-53 DCUA EMPL INSURANCE	122,363.15	-6,733.00	115,630.15
February:	-6,733.00				
405-030-599-1010	TRSF TO DMSC FUND 500	BA 23-9-53 DCUA EMPL INSURANCE	0.00	25,657.00	25,657.00
February:	25,657.00				
405-049-510-1600	LIFE & HEALTH INSURANCE	BA 23-9-53 DCUA EMPL INSURANCE	152,953.92	6,733.00	159,686.92
February:	6,733.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000121	FY 22/23 ORIGINAL BUDGET	BA 23-9-54 DMSC EMPL INSUR	2/14/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
500-000-364-4050	TRSF FROM DCUA	BA 23-9-54 DMSC EMPL INSUR	0.00	-25,657.00	-25,657.00
February:	-25,657.00				
500-010-510-1600	LIFE & HEALTH INSURANCE	BA 23-9-54 DMSC EMPL INSUR	0.00	14,431.00	14,431.00
February:	14,431.00				
500-011-510-1600	LIFE & HEALTH INSURANCE	BA 23-9-54 DMSC EMPL INSUR	30,590.81	11,226.00	41,816.81
February:	11,226.00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
23	FY 22/23 ORIGINAL BUDGET	001-000-361-4000	MISC. REVENUE	-10,324.00	-7,854.00	-18,178.00
		001-000-362-3605	ODL GRANT REV FOR LIBRARY	-6,608.00	-5,500.00	-12,108.00
		001-000-364-0150	TRSF FROM CAPITAL IMPROVEMENT	-48,862.00	-7,500.00	-56,362.00
		001-001-510-1100	SALARIES AND WAGES	608,537.50	-35,000.00	573,537.50
		001-001-530-3051	CONTRACT LABOR	10,000.00	35,000.00	45,000.00
		001-001-570-7200	TRAINING AND TRAVEL	17,000.00	45.00	17,045.00
		001-005-510-1100	SALARIES AND WAGES	3,158,737.29	-35,000.00	3,123,737.29
		001-005-530-3051	CONTRACT LABOR	0.00	35,000.00	35,000.00
		001-005-550-5663	VEHICLE MAINTENANCE	45,000.00	7,489.00	52,489.00
		001-005-570-7200	TRAINING AND TRAVEL	35,000.00	-450.00	34,550.00
		001-015-570-7035	ODL GRANT EXPENSE	0.00	5,500.00	5,500.00
		001-019-570-7010	A & G MISCELLANEOUS	13,500.00	7,500.00	21,000.00
		001-019-599-0150	TRSF TO CAPITAL IMPR. FUND	684,180.00	450.00	684,630.00
		001-022-550-5620	POUND MAINTENANCE SERVICES	3,200.00	320.00	3,520.00
		001-023-510-1100	SALARIES AND WAGES	36,014.28	-1,000.00	35,014.28
		001-023-550-5663	VEHICLE MAINTENANCE	0.00	500.00	500.00
		001-023-550-5852	FUEL	0.00	500.00	500.00
		005-000-301-1000	BEGINNING UNENCUMBERED	-3,000.00	-99,245.00	-102,245.00
		005-066-599-4050	PREMIUM REBATES TO DCUA	0.00	99,245.00	99,245.00
		010-020-510-1100	SALARIES AND WAGES	308,955.06	-38,000.00	270,955.06
		010-020-530-3051	CONTRACT LABOR	5,000.00	35,000.00	40,000.00
		010-020-550-5650	SOFTWARE/SERVER MAINT	55,708.00	3,000.00	58,708.00
		015-000-301-1000	BEGINNING UNENCUMBERED	-1,224,492.00	222,313.00	-1,002,179.00
		015-000-364-0010	TRSF FROM GENERAL FUND	-684,180.00	-450.00	-684,630.00
		015-005-550-5826	LAW ENFORCEMENT EQUIPMENT	41,163.00	450.00	41,613.00
		015-019-560-6102	CITY HALL RENOVATION	139,000.00	-7,500.00	131,500.00
		015-019-599-0010	TRSF TO GENERAL FUND	48,862.00	7,500.00	56,362.00
		015-905-560-6005	2020 WWTP CONTINGENCY	0.00	228,380.00	228,380.00
		015-905-560-6006	2020 WWTP CONSTRUCTION	0.00	11,194,820.00	11,194,820.00
		015-905-560-6007	2020 WWTP ADM/PERMIT	0.00	7,500.00	7,500.00
		015-905-560-6008	2020 WWTP PROJECT-PROFAL. SVRS	12,299,228.00	-11,653,013.00	646,215.00
		020-000-361-4000	MISC. REVENUE	0.00	-1,450.00	-1,450.00
		020-000-375-0602	TIF#3-19 TUBACEX TAX REFND REV	-291,093.00	-11,246.00	-302,339.00
		020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	-2,940.00	-114.00	-3,054.00
		020-017-550-5849	COMP. SOFTWARE & ACCESSORIES	9,400.00	1,450.00	10,850.00
		020-067-530-3502	TIF#3 19 TUBACEX REIMB PYMNT	291,093.00	11,246.00	302,339.00
		020-067-570-7400	CONTINGENCY RESERVE	18,859.00	114.00	18,973.00
		101-000-301-1000	BEGINNING UNENCUMBERED	0.00	-24,000.00	-24,000.00
		101-007-530-3051	CONTRACT LABOR	750.00	24,000.00	24,750.00
		350-000-363-1000	PENDLETON TRUST	0.00	-4,150.00	-4,150.00
		350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	305,295.00	14,900.00	320,195.00
		350-015-550-5606	PENDLETON GRAVESITES MAINT.	38,539.00	900.00	39,439.00
		350-015-570-7400	CONTINGENCY RESERVE	589,098.00	-11,650.00	577,448.00
		405-000-364-1105	TRANS FROM EMP INSURANCE 005	0.00	-99,245.00	-99,245.00
		405-025-510-1600	LIFE & HEALTH INSURANCE	40,787.74	5,401.00	46,188.74
		405-026-510-1600	LIFE & HEALTH INSURANCE	112,166.26	10,771.00	122,937.26
		405-027-510-1600	LIFE & HEALTH INSURANCE	71,378.55	8,865.00	80,243.55
		405-027-530-3050	SERV CNTRCTS & WATERTOWER	0.00	4,111.00	4,111.00
		405-027-550-5509	OTHER EQUIP PARTS & MAINT	80,314.00	-4,111.00	76,203.00
		405-028-510-1600	LIFE & HEALTH INSURANCE	61,181.65	48,551.00	109,732.65
		405-029-510-1600	LIFE & HEALTH INSURANCE	122,363.15	-6,733.00	115,630.15
		405-030-599-1010	TRSF TO DMSC FUND 500	0.00	25,657.00	25,657.00
		405-049-510-1600	LIFE & HEALTH INSURANCE	152,953.92	6,733.00	159,686.92
		500-000-364-4050	TRSF FROM DCUA	0.00	-25,657.00	-25,657.00
		500-010-510-1600	LIFE & HEALTH INSURANCE	0.00	14,431.00	14,431.00

[500-011-510-1600](#)

LIFE & HEALTH INSURANCE	30,590.81	11,226.00	41,816.81
23 Total:	17,162,356.21	0.00	17,162,356.21
Grand Total:	17,162,356.21	0.00	17,162,356.21

Fund Summary

Fund	Before	Adjustment	After
Budget Code:23 - FY 22/23 ORIGINAL BUDGET Fiscal: 2022-2023			
001	4,545,375.07	0.00	4,545,375.07
005	-3,000.00	0.00	-3,000.00
010	369,663.06	0.00	369,663.06
015	10,619,581.00	0.00	10,619,581.00
020	25,319.00	0.00	25,319.00
101	750.00	0.00	750.00
350	932,932.00	0.00	932,932.00
405	641,145.27	0.00	641,145.27
500	30,590.81	0.00	30,590.81
Budget Code 23 Total:	17,162,356.21	0.00	17,162,356.21
Grand Total:	17,162,356.21	0.00	17,162,356.21



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Action on Appointment of Municipal Court Judge and Alternate Municipal Court Judge

I have attached the following:

December 13, 2022 letter of recommendation;

January 11, 2023 letter rescinding the December 13, 2022 letter and providing a new recommendation.

Council Information / Action Requested

Appointment of Municipal Court Judge and Alternate Municipal Court Judge

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

ATTACHMENTS:

1. December 13, 2022 Recommendation Letter
2. January 11. 2023 Rescission of December 13, 2022 Letter and New Recommendation



THE CITY OF DURANT

Office of the Mayor

December 13, 2022

Dear Council Members,

It was brought to my attention that it is time to appoint/ reappoint a municipal judge. This is required by ordinance every two years, in the odd year. A copy of the ordinance is included for your reference.

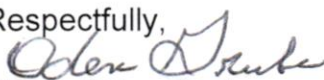
Our current municipal judge has done a wonderful job for the City of Durant for approximately eighteen years. He is to be commended for his dedication and service to the citizens of Durant. That being said, I do recognize that our Council has worked toward bringing fresh perspectives into various boards, commissions and authorities.

As we work together to plan for the sustainability of our future, I encourage you to consider approval of the following recommendations:

- Municipal Judge - Jason Pedraza
- Alternate Judge - Matt Mickle

I appreciate your consideration, and welcome the opportunity to discuss this matter with you.

Respectfully,


Mayor Oden Grube

THE CITY OF DURANT

January 11, 2023

Dear Council Members

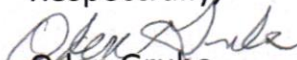
This letter serves as notice that the letter dated December 13, 2022, recommending Jason Pedraza as Municipal Judge has been rescinded and replaced by this letter.

I recommend that we appoint Municipal Judge, Ken Rainbolt to another two year term to that office.

I also recommend that we appoint Matt Mickle to office of Alternate Judge.

I appreciate your consideration for the above two recommendations.

Respectfully,


Oden Grube



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Marie Goolsby, Supervisor
Re: Consider Approval of Security Systems Service and Maintenance Agreement with Secure Oklahoma (C-2023-11)

The proposed agreement was not available at posting time. Please check back.

Council Information / Action Requested

Approval of Alarm Services Agreement with Service Oklahoma (C-2023-11)

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

ATTACHMENTS:

1. C-2023-11 Security Systems Service and Maintenance Agreement Unsigned



Security Systems Service and Maintenance Agreement

Summary

This Service Agreement (the "Agreement") dated this 15th day of February 2023 is between The City of Durant ("Customer"), located at 300 West Evergreen, Durant, OK 74701 and Secure Oklahoma Security Systems ("Service Provider"), located at 303 E Chickasaw St, Marietta, OK 73448

The Service Provider has agreed to provide services to the Customer on the terms and conditions set out in this Agreement. Customer validates that Service provider has the proper and necessary qualifications, experience and abilities to provide the services listed in the agreement.

Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Secure Ok agree as follows:

1. Description of Services

Service Provider will provide the client the following services:

- Security Consulting
- Offsite Support for all city access control and camera systems.
- Call out response within 24hrs. (Normally 48hrs)
- Offsite video retrieval upon written request (see attached form)
- Replace system components if needed. (does not include out of warranty equipment)
- Maintain up to date firmware on all devices.
- Priority labor at the rate of \$100 / hour for a 10-hour block per month.
- Quarterly onsite security audit.
- Annual maintenance inspection to include cleaning, service and testing of all hardware.

Customer will provide the following:

- A designated a person of contact for Service Provider to send communications to regarding all aspects of this agreement.
- Entry into areas that contain camera and access systems.
- Access to previous IT director's email for designated contact to reset all system passwords.

2. Term of Agreement



Security Systems Service and Maintenance Agreement

This Agreement will begin on February 15th, 2023, and will remain in full force and effect until either party seeks termination of this Agreement, the terminating party must provide a 30-day written notice to the other party.

3. Compensation

- Each month up to ten 10 hours will be spent providing our services at a rate of \$100.00 per hour.
- Customer will be required to pay Service Provider for 10 hours of work at a rate of \$100.00 per hour for a total amount of \$1000.00 regardless of how many actual hours of labor are performed.
- If the 10 monthly service hours are exhausted and more labor is required then it will be billed at \$200.00 per hour.
- Customer shall reimburse Service Provider for pre-approved out of pocket expenses (i.e. mileage, parts, consumables) incurred pursuant to this agreement.
- Payment is due on the 15th of every month and is considered late by the 1st of the following month.

4. Independent Contractor

The Service Provider is acting as an independent contractor in providing the Services under this Agreement, not as an employee. The parties agree that this Agreement does not create a joint venture or a partnership.

5. Modification of Agreement

Any modifications or amendments to this Agreement will be binding only if agreed in writing and signed by each Party.

6. Notice

All notices or demands required or permitted by the terms of this Agreement will be given in writing and delivered to the parties.

7. Time is of the essence

No extension or variation of this Agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.



Security Systems Service and Maintenance Agreement

8. Integration

This Agreement contains the entire agreement and understanding by and between the Customer and the Service Provider and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

9. Choice of Law

This Agreement and the performance under this Agreement and all suits and special proceedings, will be interpreted in accordance with and governed by the laws of the State of Oklahoma.

10. Severability

Any provision of this Agreement that is not enforceable or not legal shall be severed from this agreement and shall not affect the validity and enforceability of the other provisions herein.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 15th day of February 2023.

X

Cory Taylor
Secure Oklahoma Security Systems

X

Lisa Taylor
City of Durant



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Consider Approval of Memorandum of Agreement Between the Choctaw Nation of Oklahoma and City of Durant, Oklahoma for Sunnyside Road Project (C-2023-08)

Council Information / Action Requested

Approval of Memorandum of Agreement Between the Choctaw Nation of Oklahoma and City of Durant, Oklahoma for Sunnyside Road Project (C-2023-08)

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

ATTACHMENTS:

1. C-2023-08 Memorandum of Agreement Between Choctaw Nation of Oklahoma and City for Sunnyside Road Project Not Signed
2. Sunnyside Rd map

MEMORANDUM OF AGREEMENT
BETWEEN
THE CHOCTAW NATION OF OKLAHOMA
AND
CITY OF DURANT, OKLAHOMA

This AGREEMENT is made by and between the CHOCTAW NATION OF OKLAHOMA, hereinafter referred to as the "NATION" and CITY OF DURANT, OKLAHOMA hereinafter referred to as the "CITY."

1. CONTRACT PERIOD

THIS AGREEMENT becomes effective this _____ day of _____ and shall remain in effect unless modified and/or terminated as hereinafter provided.

2. SCOPE AND LOCATION OF PROJECT

The NATION and CITY agree that the scope of the project includes the design and construction of roadway and safety improvements along Sunnyside Road in the town of Durant, Oklahoma. The Sunnyside Road project is more specifically described as approximately 2 miles in length starting at 33° 58' 58.7994" N 96° 25' 29.994" W and ending at 33° 59' 16.7994" N 96° 23' 41.9994" W. Legally, the project is described as beginning point approximately at the SW corner of the SW ¼ of SW ¼ of Section 36, T 6 S, R 8 E and ending at a point approximately 1280 feet W and 1690 feet N of the SE corner of the SE ¼ of SE ¼ of Section 31, T 6 S, R 9 E in Bryan County, Oklahoma. The project consists of surface widening, patching, leveling, surfacing (asphalt/concrete), drainage structure replacement, and safety features as described by the final plans for this portion of the Sunnyside Road project.

3. PRE-CONSTRUCTION RESPONSIBILITIES

- a. The NATION and CITY agree to collaboratively identify and select an Engineering Technical Representative to perform all necessary preconstruction activities for preparation of the Plans, Specifications, and Engineer's Estimate (PS&E) package. The PS&E package shall be prepared in accordance with the following design guidelines.
 - I. **American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets,**
 - II. **Oklahoma Department of Transportation (ODOT) Roadway Design Manual,** or
 - III. **State of Oklahoma, 2013 County Highway System Design Guidelines Manual,**
 - IV. In addition to these design guidelines, the PS&E package shall adhere to the requirements found in the **Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction.**
- b. The NATION and the CITY shall identify and select an Engineering Technical Representative to perform any / all Pre-Construction professional services. Examples of the Pre-Construction Professional Services that could be requested are – Professional

Land Surveying, Geotechnical Sampling and Testing and NEPA – Section 7 Endangered Species studies. The NATION will assist the CITY in selecting a qualified Professional Service Consultant to perform the required Pre-Construction efforts.

- c. The NATION and the CITY shall identify and select an Engineering Technical Representative to prepare the appropriate documents to meet the requirements of the National Environmental Policy Act (NEPA) and to obtain archeological clearance in advance of the NATION providing project funding.
- d. The CITY shall furnish all rights-of-way for the Sunnyside Road portion of the Project. Where rights-of-way are needed for the Sunnyside Road Portion of the Project in addition to already existing rights-of-way, the City agrees to make application and acquire such rights-of-way for a public highway in accordance with the appropriate federal regulatory requirements, including but not limited to 49 CFR part 24, 23 CFR part 710, and 2 CFR 200, etc.
- e. The CITY shall furnish all necessary Temporary Construction, Utility and Drainage Easements required for the construction of the Sunnyside Road project.
- f. The CITY shall be responsible for relocating all utilities which conflict with the construction of the Sunnyside Road Project. This responsibility includes acquiring all permits necessary to relocate said utilities.
- g. The CITY shall be responsible for verifying that all Utilities are relocated to the proper corridors along the Sunnyside Road rights-of-way.
- h. The NATION and the CITY shall identify and select an Engineering Technical Representative to provide Pre-Construction Technical Assistance such as Right-of-Way Document review and Utility Relocation review, as needed, for the Sunnyside Road project.

4. CONSTRUCTION RESPONSIBILITIES

- a. The NATION shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award a contract for construction of the Sunnyside Road project in accordance with existing NATION procurement procedures and applicable laws.
- b. The NATION will notify the CITY, in writing, of the Sunnyside Road project bid opening date, as well as all pre-award, pre-construction, and final inspection dates.
- c. The NATION shall identify and select an Engineering Technical Representative to provide the CITY Pre-Construction Technical Assistance in the form of Developing Bid Packages, Aiding with Advertisement, Reviewing Bid Documents, Reviewing Bond Documents, providing recommendation to accept / reject bids and / or bonds and Drafting Pre-Construction Letters to Contractors, as needed, for the Sunnyside Road project.
- d. The NATION shall identify and select an Engineering Technical Representative to provide the CITY Engineering Technical Assistance in the form of Monitoring, Inspecting and Documenting all construction work performed by the contractor on the Sunnyside Road project. The NATION shall identify and select an Engineering Technical

Representative to provide such engineering, inspection, and testing services as may be required to ensure that the construction of the Sunnyside Road project meets the requirements set forth in the Contract Documents and ODOT 2009 Specifications for Highway Construction.

- e. The NATION shall identify and select an Engineering Technical Representative to perform and document all Davis-Bacon Act wage rate interviews on the Sunnyside Road project. The Wage Rate Interviews shall be documented in accordance with the appropriate Federal Regulations.

5. FUNDING RESPONSIBILITIES

- a. The NATION agrees to provide the CITY funding for all reasonable and agreed upon costs associated with the Pre-Construction costs and the PS&E package development for the Sunnyside Road project.
- b. The NATION agrees to provide the CITY funding for all reasonable and agreed upon costs associated with the required Rights-of-Way acquisitions and Utility Relocations for the Sunnyside Road project that are statutorily the responsibility of the CITY.
- c. The NATION agrees to provide funding for all the construction of the Sunnyside Road project up to the amount of the Engineer's Estimate of Probable Cost. The NATION agrees to adjust the funding amount to the Contractor's Low Bid Amount, should that amount be higher than the Engineer's Estimate and accepted by the NATION.
- d. The CITY and the Engineering Technical Representative shall review each Sunnyside Road Project Contractor payment request for accuracy prior to submittal to the NATION. The NATION agrees to provide funding for all CITY and Engineering Technical Representative reviewed Sunnyside Road project payment requests.

6. MAINTENANCE RESPONSIBILITIES

The CITY acknowledges full responsibility for maintenance, upkeep, and repair of the city-owned portions of the Sunnyside Road project to the extent required by law and subject to any federal requirements under the Grant, and further covenants to keep the Sunnyside Road project roadway open to the public, so long as necessity and convenience requires. The CITY'S obligations under this Paragraph shall survive termination of this Agreement.

7. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all data prepared under this AGREEMENT shall be made available to the NATION without restriction or limitation on further use, with the exception of any documents or information which would be considered attorney/client privileged by the CITY.

8. TERMINATION

- a. This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.

-
- (2) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (3) By the unavailability of funds for construction of the project.
- b. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the CITY and the NATION under this AGREEMENT. If the potential termination of this AGREEMENT is due to the failure of either the CITY or the NATION to fulfill an obligation as set forth herein, the parties agree to first make a good faith effort to remedy the issue within a period mutually agreed upon.

10. FINANCE INFORMATION

The NATION agrees to provide funds for the construction of the city-owned portion of the Sunnyside Road project, contingent upon the NATION receiving an award of the federal grant money that has been applied for to fund the Project (the "Grant"). If the Grant is not awarded to the NATION, this Agreement shall terminate pursuant to Paragraph 8(a)(3) above.

11. CITY TO BE SUBRECIPIENT OF GRANT

The federal awarding agency or pass-through entity (the NATION) will require the non-federal agency (the CITY) to submit quarterly and/or annual reports, invoices, receipts, or other documentation as specified by Project Director. The federal awarding agency may supply and require recipients and/or subrecipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

APPROVED BY:
CHOCTAW NATION OF OKLAHOMA
TRANSPORTATION ROADS DEPARTMENT
3651 BIG LOTS PARKWAY
P.O. BOX 1210
DURANT, OKLAHOMA 74701

APPROVED BY:
DURANT CITY HALL
300 W EVERGREEN STREET
DURANT, OKLAHOMA 74701

TRANSPORTATION DIRECTOR Date
CHOCTAW NATION OF OKLAHOMA

MAYOR Date
CITY OF DURANT

Sworn & subscribed to before me this

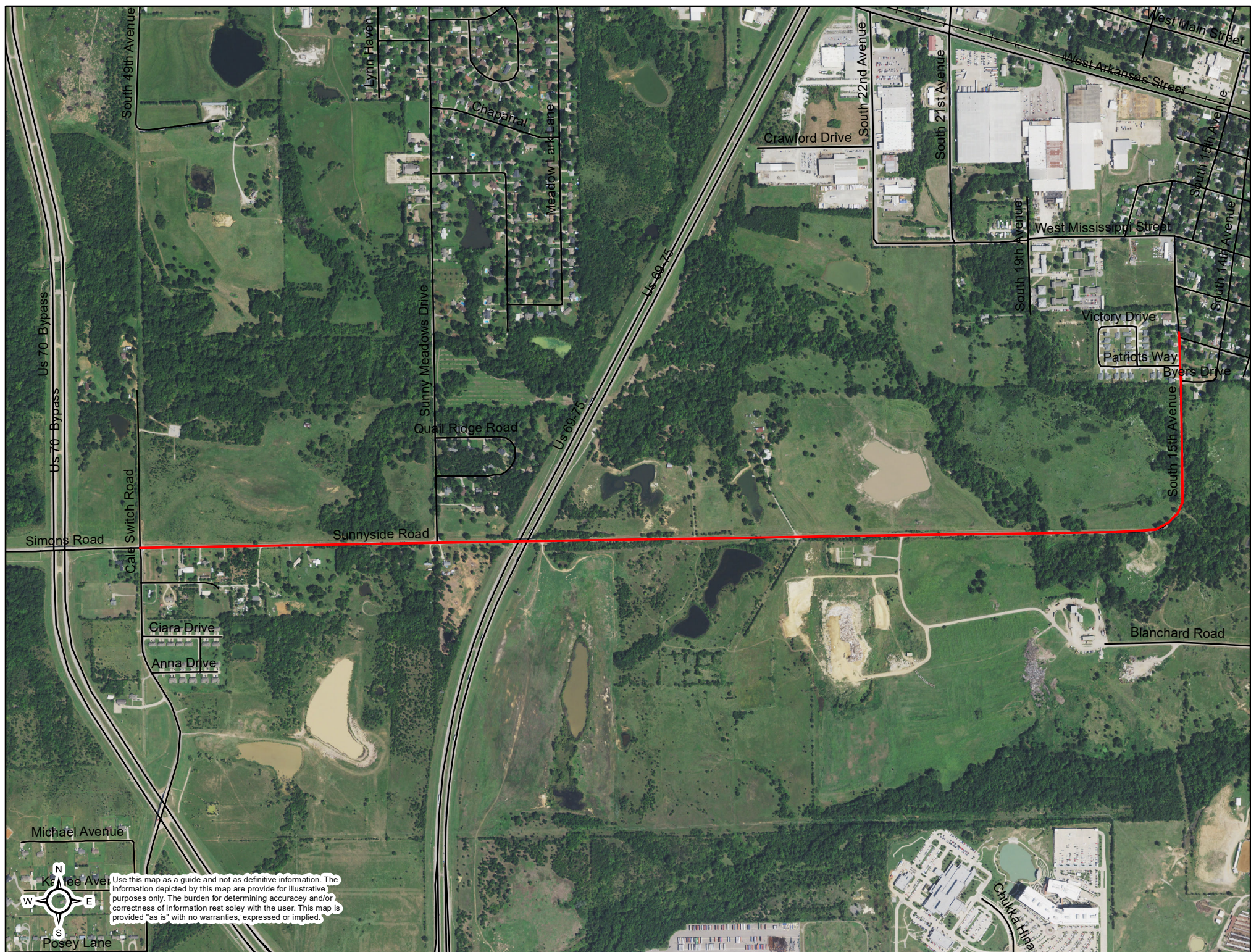
_____ day of _____, 20_____

Sworn & subscribed to before me this

_____ day of _____, 20_____

NOTARY PUBLIC
My Commission is due to expire:

NOTARY PUBLIC





The City of Durant

Memorandum

Date: 2/14/2023
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: 2/14/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: City Clerk Monthly Report - January 2023

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. CITY CLERK MONTHLY REPORT - JANUARY 2023

CITY CLERK MONTHLY INFORMATION REPORT

FEBRUARY 2023

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. The updated spreadsheet for December 2022 is also attached. There was a delay in obtaining that information due to the migration from Incode 9 to Incode 10.

SPECIAL EVENT PERMIT APPLICATIONS -

There was two Special Event Permit Applications received in January, 2023.

Events Held in City of Durant in January 2023:

First Friday – January 6, 2023;

Maker's Market – In connection with Late Night Shopping Nights designated by Durant Main Street.

Events To Be Held in City of Durant in February 2023:

First Friday – February 3, 2023;

Maker's Market – In connection with Late Night Shopping Nights designated by Durant Main Street.

RECORD REQUESTS -

There were twenty-eight (28) record requests received and processed in January 2023.

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.

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 -

Airport Hay Lease – Bid Opening: January 23, 2023;
Bid Award Date: February 14, 2023.

Durant Multi Sports Complex Hay Lease – Bid Opening: January 23, 2023;
Bid Award Date: February 14, 2023.

Former Country Club Hay Lease – Bid Opening: January 23, 2023;
Bid Award Date: February 14, 2023.

Lake Durant Hay Lease – Bid Opening: January 23, 2023;
Bid Award Date: February 14, 2023.

Durant Multi Sports Parking Lot Resealing – Rescheduled Bid Opening: February 6, 2023;
Bid Award Date: February 14, 2023.

Abatement Bids – Bid Opening: January 4, 2023, Bid Award Date: January 4, 2023

Bid Opening: January 5, 2023, Bid Award Date: January 5, 2023

Demolition Bid - Bid Opening: January 6, 2023, Bid Award Date: January 6, 2023

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 January 2023:

Durant City Council (Regular Scheduled Meeting, 2 Special Called Meetings);

Durant City Utility Authority;

Durant Airport Authority;

Durant Community Facilities Authority;

Cemetery Advisory Board.

CITY OF DURANT MUNICIPAL COURT

2023	Total Violations Issued			Total Cases Heard By Judge			Warrants Issued			Warrants Cleared		
Jan	242	10	30	90	20	18	116	12	30	144	21	38
Feb												
Mar												
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Oct												
Nov												
Dec												
	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance

2023	Uncollectable Fees & Fines			Fine Suspended		
Jan	1	0	0	0	0	0
Feb						
Mar						
Apr						
May						
Jun						
Jul						
Aug						
Sep						
Oct						
Nov						
Dec						
	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance

CITY OF DURANT MUNICIPAL COURT

DISMISSED CASES									
2023	Prosecutor's Motion			Completed Deferred			Dismissed by Judge's Order		
	0	0	0	0	0	0	17	1	2
Jan									
Feb									
Mar									
Apr									
May									
Jun									
Jul									
Aug									
Sep									
Oct									
Nov									
Dec									
	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance	Traffic	State Law	City Ordinance

PERDUE LAW FIRM COLLECTION REPORT

2023	Letters	Address Correction	Phone Number Changes	Phone Contacts	New Accounts	New Accounts Total	Amount Collected
Jan	1,030	310	15	69	92	\$17,696.88	\$8,458.30
Feb							
Mar							
April							
May							
June							
July							
Aug							
Sept							
Oct							
Nov							
Dec							

2023	Adjustment Total Disposed	Adjustment Amount Disposed	Discharged Case at Court Total	Discharged Case at Court Amount Total	Amount Outstanding
Jan	168	\$32,281.42	26	\$8,839.35	\$1,304,014.26
Feb					
Mar					
April					
May					
June					
July					
Aug					
Sept					
Oct					
Nov					
Dec					

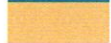
PERDUE LAW FIRM COLLECTION REPORT

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	16	207	0	815	0	\$0	\$5,596.75

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	Not Avail.	Not Avail.	4	\$843.00	\$1,335,896.45

**2023 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

2023 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												

**2023 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: 2/14/2023
To: Mayor and City Council
From: Lisa Taylor, City Manager
Re: City Manager Report - January 2023

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: 2/14/2023
To: Mayor and City Council
From: Danielle O'Neal
Re: Community Development Monthly Report - January 2023

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

- A Municipal Planning Commission meeting was held in January where three cases were heard. There were two rezoning cases and a final plat case, all of which were recommended for approval and were heard at the regular City Council meeting in January. For the February Planning Commission meeting, there are no items on the agenda. Several cases are in various stages of being prepared for Planning Commission and City Council.
- The Board of Adjustment did meet and had a quorum for their regular meeting in January. They heard a variance request to place two principal buildings on one lot as well as a variance request for the size of a digital sign. Both of these variance requests were rejected. There is nothing scheduled to be on the agenda for the regular scheduled meeting in February. 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 attended a meeting with planners from across the nation to talk about various legislative efforts that are starting to take place within our nation's capital and conferring about what is happening within our own states.
- Staff was able to obtain an update from Crafton Tull who is helping staff update our Title XV (Land Use) Ordinances. A meeting is being scheduled in March for the Planning Commission, where they will come and present their findings thus far.
- 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 2023 - Jan 2023
2. BP Valuation Report

The City of Durant				
Office of Community Development				
Monthly Activity Report, January 2023				
Community Development Department				
1. Permits Issued			3. Licenses Issued	
Accessory	2		Electrical	1
Commercial (New & Remodel)	2		Mechanical	0
Demolition	1		Plumbing	1
Excavation	0		Roofing	0
Floodplain	13		Alcohol	0
Electrical	23		Farmers Market	0
Mechanical	16		Food Truck	0
Plumbing	23		Garage Sale	3
Residential (New & Remodel)	14		Pawn Shop	0
Roof	4		Total	5
Sign	1			
Swimming Pool	0		4. Letters Mailed	
Total	99		Public Hearings	62
			Other	0
2. Public Hearings			Total	62
Board of Adjustment	2			
Planning Commission	3			
City Council	3			
Administrative Items (PC & Council)	0			
Total	8			

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 1/01/2023 THRU 1/31/2023
ISSUED DATES: 1/01/2023 THRU 1/31/2023
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
032931	1/03/2023	JOHNSON'S HEAT & AIR	127 W MAIN ST	OWNER	INSTALL VENT A HOOD	MECH
032932	1/03/2023	SUNSTAR, LLC	2532 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032933	1/03/2023	SUNSTAR, LLC	2602 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032934	1/03/2023	SUNSTAR, LLC	2610 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032935	1/03/2023	SUNSTAR, LLC	2611 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032936	1/03/2023	SUNSTAR, LLC	2618 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032937	1/03/2023	SUNSTAR, LLC	2619 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032938	1/03/2023	SUNSTAR, LLC	2627 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032939	1/03/2023	SUNSTAR, LLC	2635 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032940	1/03/2023	SUNSTAR, LLC	2817 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032941	1/03/2023	SUNSTAR, LLC	2825 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
032942	1/04/2023	TRAMMELL CONSTRUCTION	2619 EPPLER DR	OWNER	NEW SHOP BUILDING	ACC
032943	1/04/2023	HUSBAND HANDYMAN SERVICES	910 N 7TH AVE	OWNER	RESIDENTIAL REMODEL PERMIT	RES BLDG
032944	1/05/2023	ABEL ALEMAN ROOFING COMPANY	412 MEADOWLARK LN	OWNER	ROOF PERMIT	ROOF
032945	1/09/2023	DOZER WORX INC	113 S 14TH AVE	OWNER	DEMO PERMIT	DEMO
032946	1/09/2023	FOSSIL RIDGE ROOFING & CONS	1908 PARKWAY CIR	OWNER	ROOF PERMIT	ROOF
032947	1/12/2023	LANKFORD ROOFING	1920 W LOCUST ST	OWNER	ROOF PERMIT	ROOF
032948	1/17/2023	LYND, BRENDA	3556 CEMETERY RD	OWNER	METAL SHOP BUILDING	ACC
032949	1/17/2023	BREI LLC	5232 MARTIN CIR	OWNER	NEW HOME PERMIT	RES BLDG
032950	1/17/2023	BREI LLC	5228 MARTIN CIR	OWNER	NEW HOME PERMIT	RES BLDG
032951	1/17/2023	TEXAS REBATH	113 SANDPIPER CIR	OWNER	PLUMBING REMODEL PERMIT	PLUMB
032952	1/17/2023	ACCENT MARBLE	4810 KIMBERLY RD	OWNER	BATHROOM REMODEL PERMIT	RES BLDG
032953	1/17/2023	DOWDEY SIGNS	2119 W MAIN ST	OWNER	SIGN MODIFICATION PERMIT	SIGN
032954	1/17/2023	WILKEY PLUMBING	723 N 3RD AVE	OWNER	GAS LINE REPAIR	PLUMB

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 1/01/2023 THRU 1/31/2023
ISSUED DATES: 1/01/2023 THRU 1/31/2023
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
032955	1/17/2023	KYLE TUCKER PLUMBING	1315 N 4TH AVE	OWNER	REPLACE GAS LINE	PLUMB
032956	1/18/2023	ELECTREX LLC	608 BRYAN DR	OWNER	SERVICE UPGRADE	ELEC
032957	1/19/2023	WILKEY PLUMBING	910 N 7TH AVE	OWNER	REROUTE SEWER & REPL YARD L	PLUMB
032958	1/19/2023	BULL DRYWALL CONSTRUCTION	402 N 1ST AVE	OWNER	COMMERCIAL REMODEL PERMIT	COMM BLDG
032959	1/20/2023	TUCKER PLUMBING CO	1905 MASON ST	OWNER	GAS TEST	PLUMB
032960	1/20/2023	VAN ZANDBERGEN , BRAD N	1318 W ELM ST	OWNER	REPLACE BREAKER PANEL	ELEC
032961	1/24/2023	WEAVER CONSTRUCTION	4015 HWY 70 WEST	OWNER	COMMERCIAL REMODEL PERMIT	COMM BLDG
032962	1/24/2023	GATEWAY HOMES & DESIGN LLC	1413 ST IVES LN	OWNER	NEW HOME PERMIT	RES BLDG
032963	1/27/2023	STAMPLEY ELECTRIC	611 N 11TH AVE	OWNER	METER UPDATE/RELEASE	ELEC
032965	1/27/2023	PEARSON ELECTRIC	529 W MISSISSIPPI ST	OWNER	SERVICE UPGRADE	ELEC
032966	1/30/2023	FOSSIL RIDGE ROOFING & CONS	1813 W EVERGREEN ST	OWNER	ROOF PERMIT	ROOF
032967	1/27/2023	PEARSON ELECTRIC	1622 W CEDAR ST	OWNER	SERVICE UPGRADE	ELEC
*** TOTALS ***		NUMBER OF PROJECTS: 36		VALUATION:	1,848,163.22 FEES:	28,080.00

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 1/01/2023 THRU 1/31/2023
ISSUED DATES: 1/01/2023 THRU 1/31/2023
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
ACC - ACCESSORY PERMIT	2	50,000.00	412.00
BLDG - NEW BUILDING PERMIT	16	1,722,000.00	13,497.50
DEMO - DEMOLITION	1	10,000.00	104.00
ELEC - NEW ELECTRIC PERMIT	23	10,600.00	4,662.50
FPM - FLOOD PLAIN MANAGEMENT	13	0.00	1,352.00
MECH - NEW MECHANICAL PERMIT	16	0.00	3,264.50
PLUMB - NEW PLUMBING PERMIT	23	5,000.00	4,392.50
ROOF - ROOF PERMIT	4	50,563.22	316.00
SIGN - SIGN PERMIT	1	0.00	79.00
*** TOTALS ***	99	1,848,163.22	28,080.00

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 1/01/2023 THRU 1/31/2023
ISSUED DATES: 1/01/2023 THRU 1/31/2023
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES

ACCS - ACCESSORY STRUCTURES	2	4	50,000.00	670.00
CA - COMMERCIAL ALTERATION	4	10	85,000.00	3,848.00
DEMO - DEMOLITION	1	1	10,000.00	104.00
ROOF - ROOFING	4	4	50,563.22	316.00
SFR - SINGLE FAMILY RESIDENTIAL	13	65	1,625,000.00	21,707.00
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	11	14	27,600.00	1,356.00
SIGN - SIGN PERMIT	1	1	0.00	79.00
*** TOTALS ***	36	99	1,848,163.22	28,080.00

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: 01/01/2023 THROUGH 01/31/2023
ISSUED RANGE FROM: 01/01/2023 THROUGH 01/31/2023
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: 2/14/2023
To: Mayor and City Council
From: Nichole Tucker, Economic Development Director
Re: Economic Development Monthly Report-January 2023

Council Information / Action Requested

Information only

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

ATTACHMENTS:

1. ED Director Report January 2023

Memorandum

Date: February 7, 2023
To: Trustees
From: Nichole Tucker, Economic Development
Director
RE: Monthly Report

Property Updates:

- SW Pickling – Final report to be submitted for final review to close out work on 68 Waldron Rd.
- West Industrial Park – Mead & Hunt have expressed their concern with water mitigation for the West Industrial Park project. Conversations continue on an appropriate site for mitigation.

Project Updates:

- Project Lift – Conversations continue with Project Lift representatives. Members of KSA provided a project proposal for possible Airport facility.
- Small Business Bootcamp-The next bootcamp dates have been established. Team Durant will help facilitate the bootcamp that will run February 6 through April 17. The focus will be on restaurants, with many locally owned restaurants already interested in attending. Education Classes will provide education specific to the hospitality industry. Our first bootcamp class was held Monday the 6th and had nineteen local businesses were in attendance.
- BrucePac – BrucePac was just approved for a Quality Job Incentive to invest 22 million and provide 63 new jobs at an average salary of 54K a year.
- Project Stone- Conversations have begun with a local manufacture and distribution center for expansion and to relocate a Texas location to Durant.

Other Activities:

- Small Business-Grantees that were approved in January have been paid. Grantees have 120 days to submit proof of purchase for items that were approved.
- Retail Strategies-Conversations continue with Retail Strategies on recruitment of national retail and restaurant chains. Appropriate sites available for development continue to be a topic of discussion.



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Ken Eppler, Director
Re: Emergency Management Monthly Report - January 2023

Emergency Management Monthly Report - January 2023

Council Information / Action Requested

None

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

None

ATTACHMENTS:

1. Monthly EM Report January 2023-Council



TO: Mayor, City Council

FROM: Kenneth Eppler, Emergency Management Director

DATE: January 31, 2022

SUBJECT: Monthly Report for January 2023

We performed the Monthly Outdoor Warning Siren Test on January 5th. We had two defective sirens of the 19 sirens within the City limits. We have received parts necessary to repair one siren and must send the controller for the second siren to the factory in Milwaukee to be repaired.

The Q1 Emergency Management Performance Grant (EMPG) quarterly payment of \$10,000 has been received. The Q2 report and payment request is due on April 10th. These quarters are based on the State fiscal year which begins October 1st as opposed to the City fiscal year which starts July 1st.

The radar installation has been delayed again from the January date until February 15th, 2023. The radar is built and the installation crews are available. The steel platform for the radome, which will sit atop the water tower, has been delayed several times. This was outsourced by Barron. All components supplied directly from Barron are completed and waiting in their warehouse for installation.

January 2- Holiday - EOC (Emergency Operation Center) activated for severe weather. Spotters deployed.

January 3- Worked on monthly reports. Attended Pre-Agenda meeting at City Hall.

January 4- Participated in weekly HF radio check-in with the State EOC. Submitted Q1 EMPG (Emergency Management Performance Grant) quarterly report and payment request for \$10,000.

January 5- Participated in after action review of the hoax active shooter event at Durant High School. All agencies involved in the response were present for the after action review. Performed monthly Outdoor Warning Siren Test.

January 6- Received new 2023 EM ¾ ton pickup truck which was budgeted for in our capital budget request for FY 22-23. This truck was purchased on State Contract pricing.

January 9- Worked on cabinet installation in the EOC kitchen.

January 10- Attended annual pipeline emergency response training at the Choctaw complex. Attended monthly City Council meeting at City Hall.

January 12- Performed vehicle maintenance. Let RISE Broadband into the 1st & Arkansas water tower property.

January 16- Holiday

January 17- Participated in video meeting with CivicReady to discuss mass notification system performance. Received IPAWS renewal certificate from FEMA.

January 18- Met with City Manager. Met with Public Information Officer (PIO). Performed monthly IPAWS test as required by FEMA.

January 19- Attended staff meeting at City Hall.

January 20- Met with State Emergency Management field representative. Met with representative of WeatherCall to discuss lightning and weather warning announcement device for the Sports Complex. Ran generators and small engines.

January 23- Attended NWS Special Weather Webinar regarding upcoming winter weather event.

January 24- Activated EOC for winter weather event.

January 25- Participated in weekly HF radio check-in with the State EOC.

January 26- Opened Cardinal water tower for RISE Broadband to allow them to remove the last of their equipment prior to radar installation. Attended staff meeting at City Hall.

January 27-Worked on EOC training room.

January 30- Participated in National Weather Service special weather briefing regarding upcoming winter storm. Activated EOC for severe weather operations. Durant EM, Bryan County EM and Choctaw Nation EM are working out of the EOC for this event. The EOC was staffed overnight.

January 31- Continued EOC activation for winter storm operations and weather monitoring.

Kenneth Eppler, Director



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Finance Monthly Reports - December 2022 and January 2023 Sales Tax Reports

December 2022
General Fund (001)
Capital Improvements Fund (015)
DCUA Fund (405)
AND
January 2023
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. Dec. 2022 General Fund (001) Revenue & Expense Report
2. Dec. 2022 CI (015) REV and Expenses
3. December 2022 DCUA (405) Revenue & Expense Report
4. January 2023 Sales Tax Breakdown
5. January 2023 1% Sales Tax 10-Y Sheet & History

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
DECEMBER 2022 - 50.00% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY22/23 Budget	% of Budget Y-T-D
Sales Tax (2%)	823,727	5,052,555	8,355,636	60.47%
Use Tax	199,618	1,274,256	1,771,200	71.94%
Alcoholic Beverage Tax	13,825	109,316	210,000	52.06%
Tobacco Excise Tax	14,664	77,664	180,000	43.15%
Telephone Franchise Tax	6	50,481	16,000	315.51%
Electric Service Franchise Tax	94,923	689,909	950,000	72.62%
Natural Gas Franchise Tax	5,203	132,664	120,000	110.55%
Cable TV Service Franchise Tax	-	3,778	110,000	3.43%
Vehicle Tax	11,448	65,100	150,000	43.40%
Gasoline Excise Tax	2,858	30,523	55,000	55.50%
Licenses - All Types	2,000	10,650	21,000	50.71%
Permits - All Types	115,082	242,902	271,630	89.42%
Swimming Pool Revenues	-	30,852	101,500	30.40%
Library Café Revenues	327	1,964	2,500	78.56%
Charges For Services	5,633	23,003	85,500	26.90%
Police Bonds & Fines	37,460	248,645	477,000	52.13%
Interest Earnings	3,145	17,304	18,000	96.13%
Proceeds From Sale of Assets	-	-	-	-
Grant Revenues	5,836	59,246	133,386	44.42%
Miscellaneous Revenues	17,545	115,724	197,369	58.63%
Sub-Total Revenues	1,353,298	8,236,536	13,225,721	62.28%
Transfer from Emp Insurance	-	-	-	%
Transfer from Utility Authority	333,333	2,000,000	4,000,000	50.00%
Transfer from CDBG Fund (Reimb)	-	-	-	-
Transfer from Capital Improvement	-	-	48,862	-
Transfer From DCFA Reimbur	-	-	-	-
	333,333	2,000,000	4,048,862	49.40%
USE OF FUND BALANCE			1,968,119	
Total Revenues & Other Financing Sources	1,686,631	10,236,536	19,242,702	53.20%
Department:	This Period	Year-To-Date	Current FY22/23 Budget	% of Budget Y-T-D
City Administration	52,475	467,829	888,642	52.65%
City Clerk	9,948	36,407	61,221	59.47%
City Treasurer	28,520	186,828	372,485	50.16%
Legal Services - Attorney	42,442	42,442	100,000	42.44%
Law Enforcement - Police Dept	353,761	2,522,865	5,484,117	46.00%
Neighborhood Services	26,467	176,059	506,089	34.79%
Fire Dept	284,746	1,833,782	3,759,619	48.78%
Parks, Rec & General Services	55,929	453,526	1,203,815	37.67%
Swimming Pool	636	60,323	230,031	26.22%
Municipal Court	4,686	96,281	215,761	44.62%
Community Development	23,040	156,415	375,792	41.62%
Public Library	56,980	374,479	773,427	48.42%
Street Department	81,975	518,697	1,591,796	32.59%
Economic Development	11,435	109,336	253,181	43.19%
Civil Emergency Management	27,317	171,462	408,795	41.94%
General Government	35,865	240,424	874,007	27.51%
City Garage	14,057	94,673	355,086	26.66%
Senior Citizens Center	9,880	49,048	198,501	24.71%
Sub-Total Operating Expenditures	1,120,155	7,590,877	17,652,365	43.00%
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	261,000	522,000	50.00%
Transfer to DMSC Fund	-	-	-	-
Transfer to Capital Impr. Fund	50,000	300,000	684,180	43.85%
Transfer to Drug Enforcement Fund	-	-	75,000	-
Transfer to Cemetery Operations Fund	7,917	47,500	95,000	50.00%
Transfer to DCUA Fund	-	-	-	-
Sub-Total Transfers Out	101,417	764,657	1,590,337	48.08%
Total Expenditures & Other Financing Sources	1,221,572	8,355,534	19,242,702	43.42%
Net Gain / (Loss) - Excluding Balance Forward	465,060	1,881,003	(0)	

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report DECEMBER 31, 2022

Revenue Type:	This Period	Year-To-Date	Current FY22/23 Budget
Interest Earnings	2,247	13,372	24,969
Miscellaneous	-	44,326	40,000
CCPF Donation	-	155,600	250,000
FAA Grant	-	121,130	282,988
ODOT Streetscape V Grant	-	-	399,968
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	6,000
2021 ARPA Grant	-	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	-	25,000	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	2,247	2,849,757	5,757,167
TRSF From General Fund	50,000	300,000	684,180
TRSF From 1% S.T. Rev. Fun	208,566	1,306,495	1,738,245
TRSF From Airport Authority	8,500	51,000	116,574
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	29,583	177,500	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	296,650	1,968,800	28,508,431
Balance Forward from FY20 (Unaudited)			1,224,492
Total Revenue & Other Financing Sources	298,896	4,818,558	35,490,090

Expenditure Type:	This Period	Year-To-Date	Current FY22/23 Budget
Law Enforcement - Police Dept	17,498	188,196	552,944
Neighborhood Services	-	58,363	163,528
Communication Ctr.	-	-	501,221
Fire Dept	-	17,025	824,190
Parks, Rec, & Gen Services	-	23,872	473,282
Community Development	-	-	25,000
Street	45,987	1,116,855	3,969,641
Economic Development	-	-	-
Civil Emergency Management	3,674	28,057	1,490,588
General Government	25,177	255,313	3,095,756
Information Technology	-	-	207,050
City Garage	-	-	106,538
Senior Citizens Center	-	-	-
Public Works Administration	-	-	36,384
Water / Sewer Line Maintenance	135,622	358,034	3,645,278
Water Treatment Plant	-	245,815	530,420
Wastewater Treatment Plant	-	4,649	288,854
Collection-Solid Waste	-	-	800,000
Disposal- Solid Waste	85,498	215,258	912,700
Eaker Field Airport	2,433	206,453	373,516
Sub-Total Expenditures	315,888	2,717,890	17,996,890
Sub-total of Transfer Expenses	-	-	-
Total Expenses	315,888	2,717,890	17,996,890
2020 U.S.S.T.R.N. Exp.	3,816	1,318,231	5,193,972
2020 CWSRF Exp.	-	-	12,299,228
Total Fund Expenditures	319,704	4,036,121	35,490,090
Net Gain / (Loss) - Excluding Balance Forward	(20,808)	782,437	-

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

Monthly Revenue and Expense Report
DECEMBER 2022 - 50.00% of Fiscal Year Lapsed

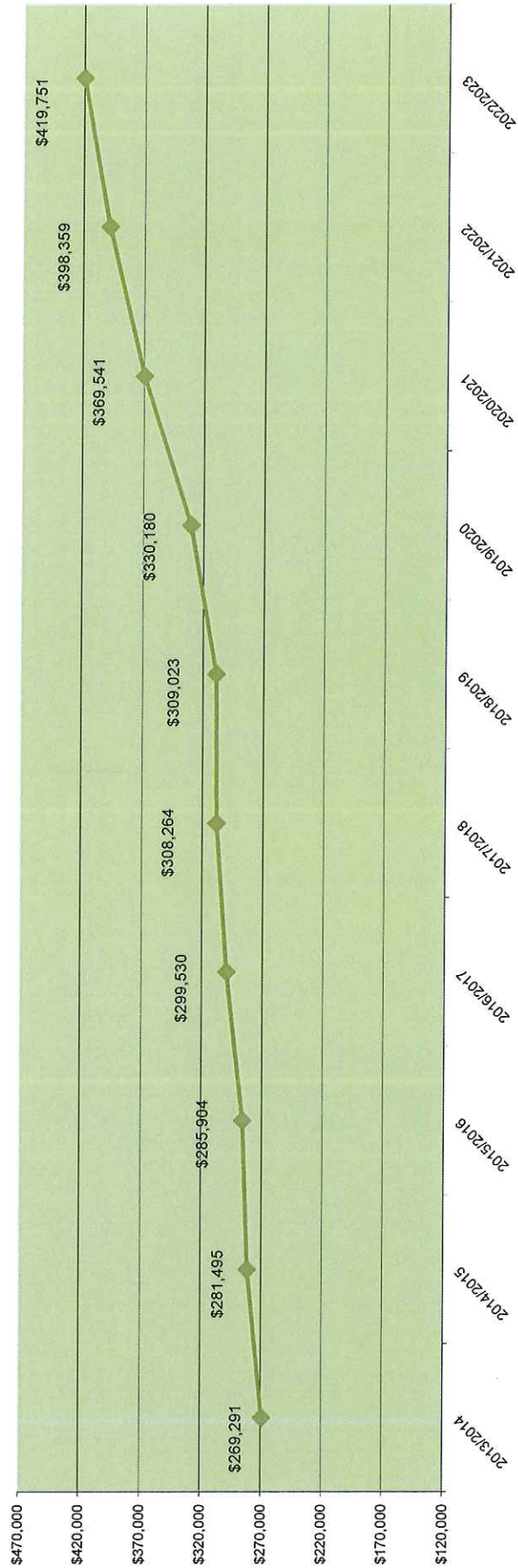
Revenue Type:	This Period	Year-To-Date	Current FY 22/23 Budget
Licenses and Permits	175	1,633	21,100
Laboratory Test Performed	1,019	9,400	22,000
Water Service - City-Wide	168,553	2,022,302	3,300,000
Water Sales - RW Dist. #2	3,034	18,202	37,000
Water Sales - RW Dist. #5	87,524	608,870	1,250,000
Sewer Service Fees	106,164	1,443,833	2,510,000
Sewer Excessive Strength Fees	(593,724)	(526,972)	250,000
Sanitation Service Fees	287,138	1,761,257	3,350,000
Sanitation - Roll off Bins Revenue	51,140	348,281	1,001,000
Sanitation - Compactor Revenue	32,263	214,299	350,000
Landfill Gate Fees (excluding Xfer ST.)	49,971	153,065	955,000
Transfer Station Fees Revenue	26,065	117,741	450,000
Interest Earnings	2,065	12,134	14,002
Agri. Lease Revenue	-	-	3,500
Late Payment Penalties	8,737	50,220	110,000
Non Payment Fee	7,542	79,049	130,000
Bad Debt Collect Fees Revenue	487	2,307	20,000
Water Tower Lease	9,079	58,537	106,000
DCUA Service Initiation Fee	1,725	13,350	28,000
Tap Fees: Water & Sewer	3,524	48,825	120,000
Recyclable Products SW Dis.	-	2,189	18,000
Interest Earnings in 2007 USSTRN Proj. Acct.	-	184	200
Miscellaneous Revenues	138	7,929	1,000
2020 Airport Tank Principal Pymt	-	51,606	21,357
2020 Airport Tank Interest Pymt	-	1,751	722
2020 LED Proj. Principal FM GF	-	73,292	51,747
2020 LED Proj. Interest FM GF	-	299	200
Trans from emp insurance 005	-	-	-
Trans from General Fund	-	-	-
Sub-Total Operating Revenues	252,616	6,573,580	14,120,828
USE OF FUND BALANCE			963,054
Total Revenues & Other Financing Sources	252,616	6,573,580	15,083,882

Expense Type:	This Period	Year-To-Date	Current FY 22/23 Budget
Public Works Administration	20,456	229,696	413,105
Utility Billing	46,115	257,563	616,082
Water/Sewer Line Maintenance	70,031	466,924	1,231,879
Water Treatment Plant	93,273	726,975	1,354,102
Wastewater Treatment Plant	87,090	569,825	1,208,018
Solid Waste - Collections	102,032	584,893	1,324,806
Utility General Administration	1,358	191,966	1,532,401
Lake Durant	2,379	17,686	56,950
Solid Waste - Disposals	181,936	984,998	2,116,897
Sub-Total Operating Expenses	604,669	4,030,526	9,854,239
Transfer to Insurance Cash Fund	-	221,103	221,103
Transfer to I.T. service Fund 010	-	-	-
Transfer to General Fund	333,333	2,000,000	4,000,000
Transfer to Risk MGT. Fund	-	-	-
Transfer to Capital Improvement Fund	29,583	177,500	839,000
Transfer 2007 USSTRN To CI Fund 015	-	-	-
Transfer to Airport Authority	12,957	77,741	155,481
Transfer to DCUA Sinking Fund	1,172	7,029	14,059
Sub-Total Transfer Expenses	377,045	2,483,373	5,229,643
Reserve - Contingency			
Reserve for Payroll			
DCUA Fund Expense & Transfer Totals:	377,045	2,483,373	5,229,643
Total Fund Expenses & Transfers	981,714	6,513,899	15,083,882
Net Gain / (Loss) - Excluding Balance Forward	(729,097)	59,681	(0)

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (e	\$102,994.91
1/4% Multi-Sports Facilities (eff	\$102,994.91
1/4% SOSU Improvements (effe	\$102,994.91
1% Capital Improvements (effect	\$411,979.66
2% General Operations	\$823,959.31
5/8% DISD Improvements (effec	\$257,487.28
Total Sales Tax Rev. Jan. 2023@	\$1,802,410.98

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



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

	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	% Change	Single Month Period
July	\$280,589	\$274,992	\$285,723	\$282,117	\$313,058	\$329,525	\$31,058	376,455	411,465	429,866	4.47%	June / July
August	\$274,864	\$192,988	\$301,211	\$314,889	\$292,217	\$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	411,863	5.85%	Nov. / Dec.
January	\$272,680	\$287,156	\$303,941	\$316,625	\$319,265	\$319,947	331,582	348,969	399,365	411,980	3.16%	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 / April
May	\$273,004	\$290,750	\$286,450	\$317,742	\$325,558	\$332,701	331,431	439,672	411,741			April / 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	\$2,938,257		
FY Monthly Average	\$269,291	\$281,495	\$285,904	\$299,530	\$308,264	\$309,023	\$330,180	\$369,541	\$398,359	\$419,751		
% change from prior yr.	3.84%	4.53%	1.57%	4.77%	2.97%	0.25%	6.85%	11.92%	7.80%	5.48%		
\$ change from prior yr.	\$119,454	\$146,449	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	\$91,781	\$45,815	\$256,596		

Current Month Sales Tax Revenue Delta	
1/4% Economic Development (eff)	\$102,994.91
1/4% Multi-Sports Facilities (eff)	\$102,994.91
1/4% SOSU Improvements (effect)	\$102,994.91
1% Capital Improvements (effect)	\$411,979.66
2% General Operations	\$823,959.31
5/8% DISD Improvements (effect)	\$257,487.28
Total Sales Tax Rev. Jan. 2023 @	\$1,802,410.98
* Per Ordinance = 1589, Durant City Sales Tax Rate Increased from 3.75% to 4.38% (4.375%)	

Use Tax	\$43,270.08
	\$300,757.36

1% Sales Tax - Current Annual		
Previous Period	Growth Current	% Change
12 - Month Period	\$4,937,864	5.48%



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Jeff Langford, Fire Chief
Re: Fire Department Monthly Report - January 2023

Fire Department Monthly Report - January 2023

Council Information / Action Requested
Information Only

City Staff Information / Action Follow-up, if Council authorizes this action:
No actions

ATTACHMENTS:

1. Fire Department Monthly Report - January 2023
2. Jan. 2023 Breakdown by Major Incident Types for Date Range



**Durant Fire Department
Monthly Report
January 2022**

Type of Response	Month				Year to Date							
	January				2022				2023			
	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	10	4	0	14	26	7	0	33	10	4	0	14
Rescue (MVC's) & Medical Calls	86	4	0	90	170	3	0	173	86	4	0	90
Hazardous Condition (No Fire)	5	0	0	5	6	1	0	7	5	0	0	5
Service Calls	10	1	0	11	5	1	0	6	10	1	0	11
Good Intent Calls	19	2	0	21	20	3	0	23	19	2	0	21
False Alarm & False Calls	5	0	0	5	9	0	0	9	5	0	0	5
Special Incident Type	1	1	0	2	0	0	0	0	1	1	0	2
Total Responses	136	12	0	148	236	15	0	251	136	12	0	148

Type of Service Performed	Month	Year to Date	
	Jan	2023	2022
Permits	3	3	5
Inspections	16	16	41
Plans Review	5	5	14
Smoke Alarm Installed	3	3	0
Public Education	3	3	0
Fire Investigations	1	1	1
Pre-Fire Plans	0	0	0
Total Services	31	31	61

Training:

Week 1 - All shifts worked with our New Hire, Cody Little, who started on Jan. 3, 2023.

Week 2 - All shifts continued working with the new hire, tools and equipment familiarization.

Week 3 - All shifts trained on company level topics, such as pump operations, search & rescue.

Week 4 - All shifts participated in the in-service training for the new ballistic vest along with some incorporated Stop the Bleed training.

Week 5 - Snow & Freezing Weather Shifts stayed in quarters and did map study along with winter weather preparations.

Noteable Incidents:

No significant events or incidents this month.

Department Activities:

The fire department participated in a "Egg Drop Event" at the Choctaw Cultural Center. This event is a type of science experiment held for local middle school students.

The fire department participated in the Tip a Cop event. This event raises money for the Special Olympics.

Fire Department employee evaluations were conducted during this month.

Fire Marshal Brooks, Deputy Chief Rudolf and Chief Langford attended a 3 day Leadership Symposium held in Frisco Texas

Fire Marshal's Office Activities

Busy January for the Fire Marshal office. Participated in 8th grade career day put on by Oklahoma Workforce. The guys and myself teamed up and spoke about career opportunities within the fire service in our area and the building official assisted me with a life/safety event at our senior activity center. We conducted a fire drill and spoke about smoke alarms/batteries, AED's, and the importance of knowing where your exits are.

We volunteered at tip a cop to help raise money for special olympics.

Throughout the month I conducted 16 inspections; including responding to 3 complaints.

We worked with the Durant Schools on placing knock box's on every school and admin building. Multiple other business owners have also bought into our knock box system. The more knock box's we have installed the better our response times will be.

Attended a leadership symposium with Chief Rudolf and Chief Langford. The overall theme was "providing selfless service". Worry less about who you are in charge of. Care more about the ones in your charge.

Continued studying included the IRC, IBC, IFC, and NFPA 13d sprinkler systems.

Durant Fire Department

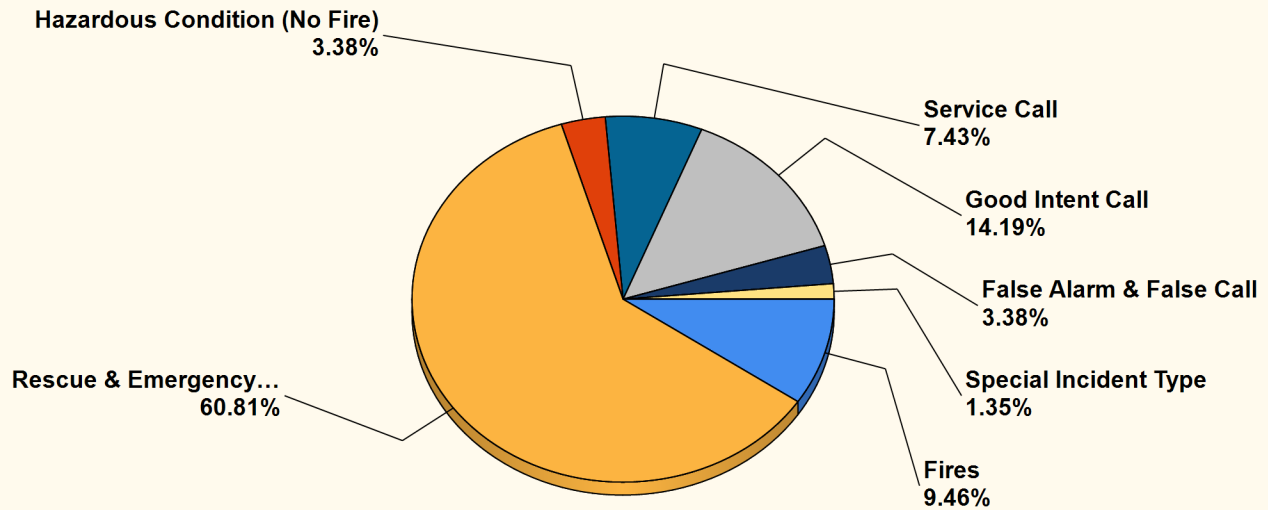
Durant, OK

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 01/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	14	9.46%
Rescue & Emergency Medical Service	90	60.81%
Hazardous Condition (No Fire)	5	3.38%
Service Call	11	7.43%
Good Intent Call	21	14.19%
False Alarm & False Call	5	3.38%
Special Incident Type	2	1.35%
TOTAL	148	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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Page # 1 of 2

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.68%
111 - Building fire	3	2.03%
131 - Passenger vehicle fire	2	1.35%
132 - Road freight or transport vehicle fire	1	0.68%
141 - Forest, woods or wildland fire	1	0.68%
143 - Grass fire	2	1.35%
150 - Outside rubbish fire, other	4	2.7%
311 - Medical assist, assist EMS crew	76	51.35%
322 - Motor vehicle accident with injuries	6	4.05%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.68%
324 - Motor vehicle accident with no injuries.	5	3.38%
353 - Removal of victim(s) from stalled elevator	2	1.35%
410 - Combustible/flammable gas/liquid condition, other	1	0.68%
412 - Gas leak (natural gas or LPG)	2	1.35%
444 - Power line down	2	1.35%
531 - Smoke or odor removal	4	2.7%
551 - Assist police or other governmental agency	2	1.35%
561 - Unauthorized burning	5	3.38%
600 - Good intent call, other	3	2.03%
611 - Dispatched & cancelled en route	10	6.76%
622 - No incident found on arrival at dispatch address	2	1.35%
641 - Vicinity alarm (incident in other location)	1	0.68%
651 - Smoke scare, odor of smoke	5	3.38%
715 - Local alarm system, malicious false alarm	1	0.68%
730 - System malfunction, other	1	0.68%
733 - Smoke detector activation due to malfunction	2	1.35%
743 - Smoke detector activation, no fire - unintentional	1	0.68%
911 - Citizen complaint	2	1.35%
TOTAL INCIDENTS:	148	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: 2/14/2023
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Grants Department - January 2023 Report

Notes:

January 6: Shuttle Bus delivered. Policies / procedures being developed.

January 31: Received the Federal Communication Commission (FCC) License approval required for the Weather Radar.

February 1: Received an update for the Weather Radar delivery and installation.
Radar should be delivered by Feb 24. Baron Weather is projected to begin install the last week of February with completion in early March.

Council Information / Action Requested

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

ATTACHMENTS:

1. Grants Dept Report Jan 2023

GRANTS DEPARTMENT

January 31, 2023

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 apprvd 1.2023	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 (partial rcvd) - 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: Bus arrived 1.20.23 (Generators, Library Drive-Thru, 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 Submit 1.22; denied 12.22			0
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	Purchase vests		6,000	
2021	OK State Emgcy Mgmt	Weather Radar	Weather Radar (award 6.30.21)	FCC License apprvd 1.31.23; Radar install-late Feb. Generator/Prop Tank - Aug 23		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	RCSAC Food Pantry development		40,000	
2021	US Dept of Justice	Rural Law Enforcement	License Plate Reader Units	Equipment Ordered Jan 6, 2023		33,630	
2021	US Treasury	American Rescue Plan	WW Infrastructure	More \$\$\$ rcvd 10.20.22		3,276,798	
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	ReConnect 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
2023	Dept of Envirnomental Quality	Equipment Program	Brush Chipper for Landfill	Chipper machine rcvd 12/22		25,000	
2023	OK Attorney General	SAFE OK	License Plate Reader Trailer	Equipment Ordered Jan 6, 2023		25,000	
TOTALS					4,271,082	9,499,134	33,470,430



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Kari Jones, Manager
Re: Human Resources Monthly Report- January 2023

Staffing info for January 2023:

2 Terminations (2 Full-time)
7 New Hires (7 Full-time)

228 Total Employees as of January 31, 2023.
(217 Full-time, 4 Part-time, 7 Temporary)

Recruitment Information

Interviews Scheduled- **28**
Interviews Conducted- **21**
No Call Back/ No Show by Candidates- **5**
Interviews Cancelled by Candidates- **2**
Ineligible for Hire (pre-employment screenings) - **3**
Did not accept offer of employment (pay) - **2**
Hired- **7**

January Projects

- 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.
- Continued in-house audit of various payroll processes. (Ongoing)
- Updated payroll to reflect FOP CBA FY 22-23 effective 01/01/23, as approved by council.
- Conducted manual leave process and adjustments for EOY.
- Printed and distributed W2s and ACA forms and updated leave balances).
- Completed OESC, State, and Federal quarterly reporting.
- Conducted union-specific end-of-year processes.
- Began configuration for time clock implementation (i.e., built required Incode and ExecuTime system codes and processes).
- Planned annual Chili Cook-off
- Advised Department Heads on various personnel issues.

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Robbee Tonubbee, Director
Re: Library Monthly Report - January 2023

Council Information / Action Requested

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

ATTACHMENTS:

1. Library Monthly report Jan2023

Donald W Reynolds Community Center & Library

January 2023

Statistical Report

Attendance monthly total -----library stats only, no community center-----	3,207
<i>We were open 22 1/2 days this month, closed early on 1/30 & was closed on 1/31 due to weather.</i>	
Attendance daily average -----	146
Circulation monthly (physical units)-----	3,534
Circulation average daily -----	160
Computer usage total -----	356
Computer users average daily-----	16
Computer usage average time-----	34 min
Computer guest passes-----	118
Computer guest passes average daily-----	5
New Library card holders-----	92
Materials donated -----	1399
(29 put in collection)	

Statistics

Revenue : \$3546.02 for January. The room revenue was \$1925 with payments for: Mett's Powerline safety training, OU Foster Parent training (took place in Nov/Dec), and a bday party in the spring.

Revenue breakdown: \$400 in copies, \$112 in faxes, \$525 in fines, \$39 in replacement cards, \$150 in out-of-county memberships, \$168 in lost/damaged item fees, \$6 in misc. & \$215 from the public printer/coin-op. The café revenue is separate and that was \$283 for the month.

There was a variety of community events this month: Court ordered mediations, Feeding Hope board meeting, AARP Tax Aide Zoom training, Bryan County Federation of Democratic Women meeting, Blood Drives, City Ward Meeting, Bryan County EMS training, HiSet testing, Sustainable Durant series, a Genealogy class, a FOL Quarterly meeting, & US Citizenship tutoring through the FOL's Literacy Program.

FOL

- The FOL & LuLu& Hazel's Quilt Shop will be hosting the annual Quilt Show in the Spring, taking over for the Heritage Quilters. This event showcases local quilt makers and offers the community the opportunity to learn about quilting and other sewing crafts. FOL funds go towards supporting programming and the new library park.

- The Friends of the DWR Library Literacy Program has a woman who is testing for her citizenship this month. Tutor Glenn Price has helped her with the application, studying for the exam, and traveling to appointments. The local Big 5 Services awarded the FOL an adult education grant and some of these funds will help those seeking citizenship as the program is quite costly and requires travel to the Dallas and OKC areas.

Programming/Community Engagement

- The library is working with MyLibro to launch an app that would allow patrons to access many library features from their smart phones. They will have a virtual card, be able to see their items checked out & fines, connect to Libby from Overdrive for virtual items, see the items they have on hold, see the library events coming up, and be able to book sessions/pick ups with library staff. We hope to have the app ready in the early Spring.
- 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 started back up in January.
- The library displays for February are: Oscar winners – Best Picture – for the past ten years; “Love” themed children’s books; Posters advertising the most popular items checked out in the library from the last decade (DVDs, fiction, non-fiction, biographies, and more); and Black History items.

Library Programs

Health Literacy Grant programming – 4 yoga classes w/68 attendees & 4 zumba classes w/45 attendees.
Lego Club – 4 classes w/6 kids; Teen Lounge – 4 classes w/9 kids; After School – 4 classes w/12 kids
Story Time – 4 classes w/31 adults & 36 kids
Chess Club – 4 adult & teen classes w/23 attendees; 4 youth classes w/20 attendees



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Danielle O'Neal
Re: Neighborhood Services Monthly Report - January 2023

Council Information / Action Requested

None.

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

None.

ATTACHMENTS:

1. Neighborhood Services Monthly Report 2023 - Jan 2023
2. BP Valuation Report w Segments
3. Neighborhood Services Daily Bldg Insp Log 2023 (Jackson)_____ - Jan 2023
4. Code Enforcement Daily Log 2023 (Cottrell) - Jan 2023
5. Animal Control Daily Log 2023 (Matekovic) - Jan 2023
6. Animal Control Daily Count 2023 (Matekovic) - Jan 2023
7. Animal Control Daily Log 2023 (Beckham) - Jan 2023
8. Animal Control Daily Count 2023 (Beckham) - Jan 2023

The City of Durant

Neighborhood Services Department

Monthly Activity Report, January 2023

1. Inspections		3. Animal Control	
Building	45	Calls for Service	51
Electrical	28	Citations Issued	1
Mechanical	10	Warnings Issued	1
Plumbing	35	Dogs Picked Up	17
Drainage Issues	0	Cats Picked Up	2
Other	13	Dog Adoptions	0
Total	131	Cat Adoptions	0
2. Code Enforcements		Dog Rescue	4
Contact Made	44	Cat Rescue	0
Trees & Shrubs	0	Claimed by Owner	0
Grass & Weeds	2	Animals Euthanized	0
Junk Vehicles	14	Parvo Deaths	0
Junk Appliances	2	Bite Calls	1
Dilapidated Structures	19	Total	77
Trash & Debris	54	4. Letters Mailed	
Other	67	Court Letters	13
24 Hour Nuisances Posted	0	Courtesy Letters	6
PD 24 Hour Nuisances Posted	0		
Code Enforcement	0	Total	19
Notices Posted	0	5. New Construction	
Citations Issued	0	SFR	13
Warnings Issued	6	MFR	0
Animal Control	26	Commercial	0
Total	234	Industrial	0
		Total	13

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 1/01/2023 THRU 1/31/2023
 ISSUED DATES: 1/01/2023 THRU 1/31/2023
 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

032931	1/03/2023	JOHNSON'S HEAT & AIR	127 W MAIN ST	OWNER	INSTALL VENT A HOOD	MECH
MECH	1/03/2023	NEW MECHANICAL PERMIT	CA - COMMERCIAL ALTERATION	OWNER	0.00	54.00
032932	1/03/2023	SUNSTAR, LLC	2532 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	830.60
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	257.80
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	207.80
PLUMB	1/03/2023	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
032933	1/03/2023	SUNSTAR, LLC	2602 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	858.95
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	261.85
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	211.85
PLUMB	1/03/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	<u>0.00</u>	<u>261.85</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,698.50
032934	1/03/2023	SUNSTAR, LLC	2610 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	867.35
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	263.05
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	213.05
PLUMB	1/03/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	<u>0.00</u>	<u>263.05</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,710.50
032935	1/03/2023	SUNSTAR, LLC	2611 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	903.75
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	268.25
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	218.25
PLUMB	1/03/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	<u>0.00</u>	<u>268.25</u>
TOTAL VALUE					125,000.00	TOTAL FEE 1,762.50
032936	1/03/2023	SUNSTAR, LLC	2618 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	855.45
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	261.35
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	211.35
PLUMB	1/03/2023	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
032937	1/03/2023	SUNSTAR, LLC	2619 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	858.95
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	261.85
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	211.85

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 1/01/2023 THRU 1/31/2023
 ISSUED DATES: 1/01/2023 THRU 1/31/2023
 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
PLUMB	1/03/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	261.85
TOTAL VALUE					125,000.00	1,698.50
032938	1/03/2023	SUNSTAR, LLC	2627 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	830.60
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	257.80
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	207.80
PLUMB	1/03/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	257.80
TOTAL VALUE					125,000.00	1,658.00
032939	1/03/2023	SUNSTAR, LLC	2635 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	903.75
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	268.25
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	218.25
PLUMB	1/03/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	268.25
TOTAL VALUE					0.00	1,762.50
032940	1/03/2023	SUNSTAR, LLC	2817 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	858.95
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	261.85
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	211.85
PLUMB	1/03/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	261.85
TOTAL VALUE					125,000.00	1,698.50
032941	1/03/2023	SUNSTAR, LLC	2825 LEDOUX ST	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/03/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	125,000.00	780.55
FPM	1/03/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/03/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	250.65
MECH	1/03/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	200.65
PLUMB	1/03/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	250.65
TOTAL VALUE					125,000.00	1,586.50
032942	1/04/2023	TRAMMELL CONSTRUCTION	2619 EPPLER DR	OWNER	NEW SHOP BUILDING	ACC
ACC	1/04/2023	ACCESSORY PERMIT	ACCS - ACCESSORY STRUCTURES	OWNER	35,000.00	233.00
ELEC	1/04/2023	NEW ELECTRIC PERMIT	ACCS - ACCESSORY STRUCTURES	OWNER	0.00	154.00
PLUMB	1/04/2023	NEW PLUMBING PERMIT	ACCS - ACCESSORY STRUCTURES	OWNER	0.00	104.00
TOTAL VALUE					35,000.00	491.00
032943	1/04/2023	HUSBAND HANDYMAN SERVICES	910 N 7TH AVE	OWNER	RESIDENTIAL REMODEL PERMIT	RES BLDG
BLDG	1/04/2023	NEW BUILDING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	20,000.00	384.00
ELEC	1/04/2023	NEW ELECTRIC PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	0.00	104.00
PLUMB	1/04/2023	NEW PLUMBING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	0.00	104.00
TOTAL VALUE					20,000.00	592.00
032944	1/05/2023	ABEL ALEMAN ROOFING COMPANY	412 MEADOWLARK LN	OWNER	ROOF PERMIT	ROOF
ROOF	1/05/2023	ROOF PERMIT	ROOF - ROOFING	OWNER	11,738.00	79.00

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 1/01/2023 THRU 1/31/2023
 ISSUED DATES: 1/01/2023 THRU 1/31/2023
 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
032945	1/09/2023	DOZER WORX INC	113 S 14TH AVE	OWNER	DEMO PERMIT	DEMO
DEMO	1/09/2023	DEMOLITION	DEMO - DEMOLITION	OWNER	10,000.00	104.00
032946	1/09/2023	FOSSIL RIDGE ROOFING & CONS	1908 PARKWAY CIR	OWNER	ROOF PERMIT	ROOF
ROOF	1/09/2023	ROOF PERMIT	ROOF - ROOFING	OWNER	24,897.00	79.00
032947	1/12/2023	LANKFORD ROOFING	1920 W LOCUST ST	OWNER	ROOF PERMIT	ROOF
ROOF	1/12/2023	ROOF PERMIT	ROOF - ROOFING	OWNER	0.00	79.00
032948	1/17/2023	LYND, BRENDA	3556 CEMETERY RD	OWNER	METAL SHOP BUILDING	ACC
ACC	1/17/2023	ACCESSORY PERMIT	ACCS - ACCESSORY STRUCTURES	OWNER	15,000.00	179.00
032949	1/17/2023	BREI LLC	5232 MARTIN CIR	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/17/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	75,000.00	541.50
FPM	1/17/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/17/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	216.50
MECH	1/17/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	166.50
PLUMB	1/17/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	216.50
				TOTAL VALUE	75,000.00	TOTAL FEE 1,245.00
032950	1/17/2023	BREI LLC	5228 MARTIN CIR	OWNER	NEW HOME PERMIT	RES BLDG
BLDG	1/17/2023	NEW BUILDING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	75,000.00	541.50
FPM	1/17/2023	FLOOD PLAIN MANAGEMENT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	104.00
ELEC	1/17/2023	NEW ELECTRIC PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	216.50
MECH	1/17/2023	NEW MECHANICAL PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	166.50
PLUMB	1/17/2023	NEW PLUMBING PERMIT	SFR - SINGLE FAMILY RESIDEN	OWNER	0.00	216.50
				TOTAL VALUE	75,000.00	TOTAL FEE 1,245.00
032951	1/17/2023	TEXAS REBATH	113 SANDPIPER CIR	OWNER	PLUMBING REMODEL PERMIT	PLUMB
PLUMB	1/17/2023	NEW PLUMBING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	5,000.00	54.00
032952	1/17/2023	ACCENT MARBLE	4810 KIMBERLY RD	OWNER	BATHROOM REMODEL PERMIT	RES BLDG
ELEC	1/17/2023	NEW ELECTRIC PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	0.00	104.00
PLUMB	1/17/2023	NEW PLUMBING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	0.00	54.00
				TOTAL VALUE	0.00	TOTAL FEE 158.00
032953	1/17/2023	DOWDEY SIGNS	2119 W MAIN ST	OWNER	SIGN MODIFICATION PERMIT	SIGN
SIGN	1/17/2023	SIGN PERMIT	SIGN - SIGN PERMIT	OWNER	0.00	79.00
032954	1/17/2023	WILKEY PLUMBING	723 N 3RD AVE	OWNER	GAS LINE REPAIR	PLUMB
PLUMB	1/17/2023	NEW PLUMBING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	0.00	54.00
032955	1/17/2023	KYLE TUCKER PLUMBING	1315 N 4TH AVE	OWNER	REPLACE GAS LINE	PLUMB
PLUMB	1/17/2023	NEW PLUMBING PERMIT	SFRA - SINGLE FAMILY RESIDE	OWNER	0.00	54.00
032956	1/18/2023	ELECTREX LLC	608 BRYAN DR	OWNER	SERVICE UPGRADE	ELEC
ELEC	1/18/2023	NEW ELECTRIC PERMIT	CA - COMMERCIAL ALTERATION	OWNER	8,000.00	54.00

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 1/01/2023 THRU 1/31/2023
 ISSUED DATES: 1/01/2023 THRU 1/31/2023
 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
032957 PLUMB	1/19/2023 1/19/2023	WILKEY PLUMBING NEW PLUMBING PERMIT	910 N 7TH AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	REROUTE SEWER & REPL YARD L PLUMB 0.00	54.00
032958 BLDG ELEC MECH PLUMB	1/19/2023 1/19/2023 1/19/2023 1/19/2023 1/19/2023	BULL DRYWALL CONSTRUCTION NEW BUILDING PERMIT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	402 N 1ST AVE CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION	OWNER OWNER OWNER OWNER OWNER	COMMERCIAL REMODEL PERMIT 40,000.00 0.00 0.00 0.00 <u>0.00</u>	COMM BLDG 1,910.00 362.00 362.00 362.00 <u>362.00</u>
				TOTAL VALUE	40,000.00 TOTAL FEE	2,996.00
032959 PLUMB	1/20/2023 1/20/2023	TUCKER PLUMBING CO NEW PLUMBING PERMIT	1905 MASON ST SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	GAS TEST 0.00	PLUMB 54.00
032960 ELEC	1/20/2023 1/20/2023	VAN ZANDBERGEN , BRAD N NEW ELECTRIC PERMIT	1318 W ELM ST SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	REPLACE BREAKER PANEL 100.00	ELEC 54.00
032961 BLDG ELEC MECH PLUMB	1/24/2023 1/24/2023 1/24/2023 1/24/2023 1/24/2023	WEAVER CONSTRUCTION NEW BUILDING PERMIT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	4015 HWY 70 WEST CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION CA - COMMERCIAL ALTERATION	OWNER OWNER OWNER OWNER OWNER	COMMERCIAL REMODEL PERMIT 37,000.00 0.00 0.00 0.00 <u>0.00</u>	COMM BLDG 298.60 181.80 131.80 131.80 <u>131.80</u>
				TOTAL VALUE	37,000.00 TOTAL FEE	744.00
032962 BLDG FPM ELEC MECH PLUMB	1/24/2023 1/24/2023 1/24/2023 1/24/2023 1/24/2023 1/24/2023	GATEWAY HOMES & DESIGN LLC NEW BUILDING PERMIT FLOOD PLAIN MANAGEMENT NEW ELECTRIC PERMIT NEW MECHANICAL PERMIT NEW PLUMBING PERMIT	1413 ST IVES 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 OWNER	NEW HOME PERMIT 350,000.00 0.00 0.00 0.00 0.00 <u>0.00</u>	RES BLDG 1,273.00 104.00 321.00 271.00 321.00 <u>321.00</u>
				TOTAL VALUE	350,000.00 TOTAL FEE	2,290.00
032963 ELEC	1/27/2023 1/27/2023	STAMPLEY ELECTRIC NEW ELECTRIC PERMIT	611 N 11TH AVE SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	METER UPDATE/RELEASE 0.00	ELEC 54.00
032965 ELEC	1/27/2023 1/27/2023	PEARSON ELECTRIC NEW ELECTRIC PERMIT	529 W MISSISSIPPI ST SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	SERVICE UPGRADE 0.00	ELEC 104.00
032966 ROOF	1/30/2023 1/30/2023	FOSSIL RIDGE ROOFING & CONS ROOF PERMIT	1813 W EVERGREEN ST ROOF - ROOFING	OWNER OWNER	ROOF PERMIT 13,928.22	ROOF 79.00
032967 ELEC	1/27/2023 1/27/2023	PEARSON ELECTRIC NEW ELECTRIC PERMIT	1622 W CEDAR ST SFRA - SINGLE FAMILY RESIDE	OWNER OWNER	SERVICE UPGRADE 2,500.00	ELEC 124.00
*** TOTALS ***		NUMBER OF PROJECTS: 36		VALUATION:	1,848,163.22 FEES:	28,080.00

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 1/01/2023 THRU 1/31/2023
ISSUED DATES: 1/01/2023 THRU 1/31/2023
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
ACC - ACCESSORY PERMIT	2	50,000.00	412.00
BLDG - NEW BUILDING PERMIT	16	1,722,000.00	13,497.50
DEMO - DEMOLITION	1	10,000.00	104.00
ELEC - NEW ELECTRIC PERMIT	23	10,600.00	4,662.50
FPM - FLOOD PLAIN MANAGEMENT	13	0.00	1,352.00
MECH - NEW MECHANICAL PERMIT	16	0.00	3,264.50
PLUMB - NEW PLUMBING PERMIT	23	5,000.00	4,392.50
ROOF - ROOF PERMIT	4	50,563.22	316.00
SIGN - SIGN PERMIT	1	0.00	79.00
*** TOTALS ***	99	1,848,163.22	28,080.00

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 1/01/2023 THRU 1/31/2023
ISSUED DATES: 1/01/2023 THRU 1/31/2023
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES

ACCS - ACCESSORY STRUCTURES	2	4	50,000.00	670.00
CA - COMMERCIAL ALTERATION	4	10	85,000.00	3,848.00
DEMO - DEMOLITION	1	1	10,000.00	104.00
ROOF - ROOFING	4	4	50,563.22	316.00
SFR - SINGLE FAMILY RESIDENTIAL	13	65	1,625,000.00	21,707.00
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	11	14	27,600.00	1,356.00
SIGN - SIGN PERMIT	1	1	0.00	79.00
*** TOTALS ***	36	99	1,848,163.22	28,080.00

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: 01/01/2023 THROUGH 01/31/2023
ISSUED RANGE FROM: 01/01/2023 THROUGH 01/31/2023
USE SEGMENT DATES: NO
EXPIRE RANGE FROM: 00/00/0000 THROUGH 99/99/9999
USE SEGMENT DATES: NO

PRINT OPTIONS

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

*** END OF REPORT ***

City of Durant

Neighborhood Services

Daily Building Inspections Log (Jackson)

January 2023

Date	Name	Location/Address	Inspection Type	Abr	Pass	Fail	Initials	Comments
1/3/2023	Texoma Victory	600 Venus	Final Inspection	B/M/E/P	*		S.J.	CO Issued
	Fish Net	1025 W Main	Site inspection with Fire Marshal	B/M/E/P			S.J.	
	Johnson's Heat & Air	127 W Main	Vent a hood rough-in	M	*		S.J.	
	Crawford	1400 Wendell	Meter Release	E			S.J.	
		608 Bryan Dr	Questions about expanding				S.J.	
	Brynn Grove	900 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	902 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	904 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	906 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	908 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	910 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	912 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	914 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	916 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	918 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	920 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	922 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	1000 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	1002 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	1004 Taylor Brynn Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	4714 Maddison Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	4716 Maddison Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	4718 Maddison Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	4720 Maddison Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	4722 Maddison Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	4724 Maddison Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	4721 Maddison Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	4723 Maddison Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Brynn Grove	4725 Maddison Ln	Fire wall inspection/Fire Marshal	B	*		S.J.	
	Alan Hobbs	3715 Berne	Slab Inspection	B	*		S.J.	Post Tension
1/4/2023		Linden Woods	Pre-Development Meeting				S.J.	
	HTeaO	221 Radio Rd	Site Inspection				S.J.	
	Curt Walker	127 W Main	Gas Release	P		*	S.J.	Not 30 in. of working area
1/5/2023	HTeaO	221 Radio Rd	Inside rough-in	B/M/E/P	*		S.J.	
	Fish Net	1025 W Main	Follow up with Fire Marshal				S.J.	
		1111 Hill St	Meter Release	E	*		S.J.	
		1019 N 2nd Ave	Meter Release	E	*		S.J.	
1/6/2023	BA&B	1114 Weatherby Way	Gas Release	P	*		S.J.	
	K&D Plumbing	(Lot 32) 2718 LeDoux	Ground Plumbing	P	*		S.J.	
	K&D Plumbing	(Lot 34) 2634 LeDoux	Ground Plumbing	P	*		S.J.	
	K&D Plumbing	(Lot 35) 2626 LeDoux	Ground Plumbing	P	*		S.J.	
	K&D Plumbing	(Lot 23) 3645 Frost Ln	Ground Plumbing	P	*		S.J.	
	K&D Plumbing	(Lot 24) 3631 Frost Ln	Ground Plumbing	P	*		S.J.	
	Plyer (BrucePac)	1915 Bus 70. this week	Above ceiling	M/E/P	*		S.J.	
1/9/2023	Curt Walker	127 W Main	Gas Release	P	*		S.J.	
		1205 Four Seasons	Plumbing Rough-in	B/M/E/P	*		S.J.	
1/10/2023	Venture Custom Pools	4925 Parco Dr	Pool deck/Bonding	B	*		S.J.	
	TriSmart Solar	5308 Roadrunner Dr	Solar meter release	E	*		S.J.	
1/11/2023	HTeaO	221 Radio Rd	Meter Release	E	*		S.J.	
	McBrayer	203 E Main	Rebar Inspection	B	*		S.J.	
	Dinsmore	4925 Parco Dr	Meter Release	E	*		S.J.	Inspection done by M.P.
		Park by swimming pool	Report of homeless camp				S.J.	Nothing found
1/12/2023	Mike Wingfield	(Lot 23) 3645 Frost Ln	Rebar Inspection	B	*		S.J.	
	Mike Wingfield	(Lot 24) 3637 Frost Ln	Rebar Inspection	B	*		S.J.	
	Mike Wingfield	(Lot 35) 2626 LeDoux	Rebar Inspection	B	*		S.J.	
	Ocean Steak	4410 W Main	Zoning question				S.J.	
		419 S 19th	Meter Release	E	*		S.J.	
1/13/2023	Cardinal Glass	515 Cardinal Pkwy	Gas Release	P	*		S.J.	Hydrogen Generation System. 80 PSI for 20 min.
1/16/2023	Mr. Cox	911 N 10th	Possum in trap				S.J.	Relocated possum and returned trap
	Mike Wingfield	(Lot 32) 2718 LeDoux	Rebar Inspection	B	*		S.J.	Not complete, finish Tuesday morning
	Mike Wingfield	(Lot 34) 2634 LeDoux	Rebar Inspection	B	*		S.J.	Not complete, finish Tuesday morning
1/17/2023	K&D Plumbing	(Lot 36) 2618 LeDoux	Ground Plumbing	P	*		S.J.	
	K&D Plumbing	(Lot 37) 2610 LeDoux	Ground Plumbing	P	*		S.J.	
	K&D Plumbing	(Lot 38) 2602 LeDoux	Ground Plumbing	P	*		S.J.	
	Mike Wingfield	(Lot 32) 2718 LeDoux	Rebar Inspection	B	*		S.J.	
	Mike Wingfield	(Lot 34) 2634 LeDoux	Rebar Inspection	B	*		S.J.	
		Nazarene Church	Pre-Development Meeting				S.J.	
		104 Meadowlark Ln	Meter Release	E	*		S.J.	Mark Pierce
	Victory Academy	1524 Larkspur (High School)	Electrical wall inspection	E	*		S.J.	
	Gamco	4652 Gamco	Wall/Plumbing	P	*		S.J.	
	Shine Solar	5031 Kimber Ln	Solar meter release	E	*		S.J.	
	Kyle Tucker	1315 N 4th	Gas Release	P	*		S.J.	
		Sunnyside/Sunny Meadows	Pre-Development Meeting				S.J.	
	Wilkey	723 N 3rd	Gas Release	P		*	S.J.	Red tagged
1/18/2023		2910 Cemetery Rd	Inside rough-in	B/M/E/P	*		S.J.	
	Electrex	608 Bryan Dr	Meter Release	E	*		S.J.	
1/19/2023		2910 Cemetery Rd	Inside rough-in	B/M/E/P	*		S.J.	
	Lewis	2089 Mississippi	Meter Release	E			S.J.	
	Dinsmore	1224 N 6th	Meter Release	E			S.J.	
	College Inn	1506 N 7th	Site inspection with Fire Marshal	B	*		S.J.	Fire marshal making report and sending in over fire/building violations
	Wilkey	723 N 3rd	Gas Release	P		*	S.J.	Red tagged
	Mike Wingfield	(Lot 36) 2618 LeDoux St	Rebar Inspection	B	*		S.J.	
	K&D Plumbing	(Lot 25) 3620 Frost Ln	Ground Plumbing	P	*		S.J.	Vents not covered, GC notified
	K&D Plumbing	(Lot 26) 3628 Frost Ln	Ground Plumbing	P	*		S.J.	
	K&D Plumbing	(Lot 33) 2710 LeDoux St	Ground Plumbing	P	*		S.J.	
1/20/2023	Innovative	3026 Meagan St	Sewer line	P	*		S.J.	
	Homeowner	1318 W Elm	Meter Release	E	*		S.J.	
	D Tucker	1905 Mason	Gas Release	P	*		S.J.	
	HTeaO	221 Radio Rd	Sewer line	P	*		S.J.	
1/23/2023	HTeaO	221 Radio Rd	Water line	P	*		S.J.	
	Shine Solar	5031 Kimber Ln	Solar meter release	E	*		S.J.	Reinspection
1/24/2023	KC Properties	1209 Radio Rd	Site inspection with Fire Marshal				S.J.	Several violations with water closet and air handler closet
1/25/2023	SBA	27 W Arkansas	Electrical inspection	E	*		S.J.	
1/26/2023	BrucePac	1915 Bus 70 "this Week"	Ground Plumbing	P	*		S.J.	Phase 2 (spice room)
	Roger Ball	421 W Alabama	Final Inspection	B/M/E/P	*		S.J.	
	Roger Ball	423 W Alabama	Final Inspection	B/M/E/P	*		S.J.	
	Blackburn	3005 University	Top out final	P	*		S.J.	
	Ron Cross	1421 Chuckwa	Assisted fire marshal with fire drill				S.J.	
		129 N 3rd	Site inspection with Fire Marshal				S.J.	Demo in place, leaving all walls in place
1/27/2023	Mike Wingfield	(Lot 37) 2610 LeDoux St	Slab Inspection	B	*		S.J.	Post tension
	Mike Wingfield	(Lot 38) 2602 LeDoux St	Slab Inspection	B	*		S.J.	Post Tension
		323 W Poplar	Possum in trap				S.J.	Trap was returned
	Mike Wingfield	(Lot 13) 2725 LeDoux St	Temp Electrical Pole	E	*		S.J.	
	Mike Wingfield	(Lot 28) Frost Ln	Temp Electrical Pole	E	*		S.J.	
	Stamplery	611 N 11th Ave	Meter Release	E	*		S.J.	
1/30/2023	Blackburn	320 Katy	Ground Plumbing	P	*		S.J.	
1/31/2023	Out due to weather							

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

January-2023

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Notes
1/3/2023		1505 Maple	Complaint of tall weeds, debris & chickens	Spoke with owner will address violations				TD/GW/ACO/MC	P.C.	
		513 N 8th	Complaint of unlicensed business	Spoke with property owner to no longer allow him to work out of shop				O/MC	P.C.	
		622 McLean	Property demoed	Took photos of the abatement				O	P.C.	
		1603 W Olive	F/U on furniture at curb	Owner removed				TD	P.C.	
		824 N 16th	F/U on furniture at curb	Owner removed				TD	P.C.	
		1302 W Louisiana	Complaint of debris	Owner supposed to get storage building; will speak to him for F/U				TD	P.C.	
		311 S 13th	Complaint of unsafe, & homeless	Will contact property manager				D/TD/O	P.C.	
		1121 W Louisiana	Mattress at curb	Will contact property manager				TD	P.C.	
		402 S 12th	Trash throughout yard	Will contact property manager				TD	P.C.	
		1019 W Texas	Roof caving in, broken windows	Will call property owner				D	P.C.	
		Signs	bandit signs	Removed				O	P.C.	
		Nuisance Court		No shows				O	P.C.	
1/4/2023		497 Radio Rd	Loading ramp full of water	Letter	L			O	P.C.	
		509 Meadowlark	Property out for bid	Met with contractor & FD				O/MC	P.C.	
		714 S 3rd	Large tree down	Mailed for CE				O	P.C.	
		Lot at S 15th & Sunnyside	Using lot for dumping	Mailed for CE				O	P.C.	
		497 Radio Rd	Health concern	Mailed for CE				O	P.C.	
1/5/2023		1402 Skyline	Complaint of commercial dumpster in road	Courtesy letter sent	CL			O	P.C.	
		624 Business 70	Complaint of commercial dumpster not on seal surface	Courtesy letter sent	CL			O	P.C.	
		216 E Mulberry	Complaint of commercial dumpster not on seal surface	Courtesy letter sent	CL			O	P.C.	
	Animal Control	509 Meadowlark	Checked property for strays	Set traps				ACO	P.C.	
		524 W Locust	Pics for abatement					O	P.C.	
		1514 N 10th	Complaint of multiple vehicles in yard	Spoke with tenant to remedy issue				O/MC	P.C.	
		1015 W Texas	No water/ Homeless	Tenant is moving out along with the extra guest				D/MC	P.C.	PD Assisted
		1102 W Louisiana	F/U on homeless in shed	No one appears to be staying in it anymore				O	P.C.	
	Animal Control	Radio Rd & SE 3rd	Report of cow out	Unable to locate				ACO	P.C.	
		924 W Texas	Burnt structure	Reached out to the property owner for plan of action				D	P.C.	
1/6/2023		309 N 9th	Complaint of water damage and black mold	Spoke with owner, no violation found				D/TD/MC	P.C.	
		517 NE 5th	Complaint of unsafe structure and trash	Condemned	L			D/TD	P.C.	
		719 N 12th	F/U on cellar full of water and trash	Violations not addressed and house was unsecured				O/TD/D	P.C.	
		S 15th & Sunnyside	Dumping	Posted for CE				O	P.C.	
		714 S 3rd	Large tree down	Posted for CE				O	P.C.	
		497 Radio Rd	Loading ramp full of water	Posted for CE				O	P.C.	
	Animal Control	1280 Mockingbird	Report of cow out	Cow was put back in lot				ACO	P.C.	
		1407 W Arkansas	Contractor abating property had questions	Met with contractor and addressed concerns				O/MC	P.C.	
1/9/2023		505 Northridge	F/U on debris at curb	Owner removed				TD	P.C.	
		415 Northridge	Report of abandoned vehicle	Owner moving				JV/MC	P.C.	
		406 Northridge	Report of large pile of brush	Warning				TD	P.C.	
		708 N 13th	Abatement pics, towed abandoned vehicle	Vehicle removed by Yo Momma towing				JV/O	P.C.	
	Animal Control	1008 Parkland	Report of aggressive animal	Couldn't catch dog set live trap				ACO/MC	P.C.	
		5636 Stonecreek	Report of homeless in house	No one found, letter owner	L			D	P.C.	
		1317 W Elm	Report of pool of stag water	Warning				O	P.C.	

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

January-2023

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Notes
1/10/2023		106 Poplar	Complaint of trash and debris	Property owner is going to address				TD/MC	P.C.	
		1514 N 10th	F/U on complaint of vehicles in yard	Will send court letter	L			JV	P.C.	
		503 S 4th	Camper in street at curb	Owner moving will have it gone				O/MC	P.C.	F/U on 1/13/23
		207 S 5th	Debris piled at curb	Owner will remove				TD/MC	P.C.	F/U on 1/13/23
	Animal Control	211 S 5th	Report of animal neglect	Owner stated dog is recovering from being sick, ACO will F/U in 1 week				ACO/MC	P.C.	
		1407 W Arkansas	Property abated	Pics of abatement				O	P.C.	
		216 E Mulberry	Dumpster not on sealed surface	Spoke with owner over proper steps to correct violation				O/MC	P.C.	
		54 W Locust	F/U on using camper as dwelling	Camper removed				D	P.C.	
		415 S 11th	F/U on trailer of debris	Owner sold property will notify new owner to remove the trailer				TD/MC	P.C.	
		1101 N 1st	F/U on debris throughout property	Owner removed				TD	P.C.	
		317 N 1st	Complaint of alley issues	Civil Issue				O	P.C.	
	Animal Control	3412 W University	Report of animals at large	Located and caught 1 set live trap for the other				ACO/MC	P.C.	
1/11/2023	Animal Control	3412 W University	Dog in live trap	Removed trap for ACO				ACO	P.C.	
	Animal Control	1008 Parkland	Animal at large	Set live trap				ACO/MC	P.C.	
	Animal Control	900 Parkview	Report of aggressive animal	Dogs were inside but very aggressive, left warning				ACO	P.C.	
		1015 W Texas	F/U on no water	Condemned property				O/MC	P.C.	PD Assisted
		420 S 10th	Mattress and carpet	Owner will remove				TD/MC	P.C.	
		424 S 10th	Couches in yard	Warning				TD	P.C.	
	Animal Control	429 S 10th	Report of animal attack	Dogs escaping under fence, fought a dog passing by, owner is addressing issue with fence				ACO/MC	P.C.	
		419 S 10th	Lot full of brush	Letter	L			TD	P.C.	
	Animal Control	1000 Parkland	Animal at large	After exhausting all resources we finally caught the dog and removed it and the puppies				ACO	P.C.	
1/12/2023		519 University Pl Ste 701	Large pile of boxes behind store	Spoke with manager				TD/MC	P.C.	
		509 Meadowlark	Contractor concerns	Came up with plan of action				O/MC	P.C.	
	Animal Control	1008 Parkland	Live trap	Picked up				ACO	P.C.	
		724 W Pine	Report of trailer left at curb	No violation found				O	P.C.	
		723 N 10th	inoperable vehicle at curb	Warning				JV	P.C.	
		401 N 10th	Unsecured, pile of debris, polycart overloaded	Court letter	L			D/TD	P.C.	
		1020 W Cedar	Report of trash in yard	No violations found				TD	P.C.	
		225 S 15th	F/U on mattress	Owner removed				TD	P.C.	
		320 S 15th	F/U on debris and furniture	Owner removed				TD	P.C.	
		1003 E Main	No water	Attempted contact will F/U				D	P.C.	PD Assisted
		1015 W Texas	Condemned property with people inside	PD removed				D/MC	P.C.	
		S 7th Ave	Tire in middle of roadway	Removed				TD	P.C.	
		312 S 2nd	Brush piled in alley	Court letter	L			TD	P.C.	
		722 N 11th	Lot with brush	Contact public works				TD	P.C.	
1/13/2023		911 N 10th	Raccoon in live trap	Removed				ACO	P.C.	
		423 N 17th	Dilapidated structure	Condemned				D/MC	P.C.	
		419 N 17th	Large pile of debris in alley	Warning				TD	P.C.	
		1822 W Elm	Large pile of debris beside house	Letter	L			TD	P.C.	
		519 University Pl Ste 701	F/U on large pile of boxes	Owner removed				TD	P.C.	
		1201 University	Unsafe structure	Condemned				D	P.C.	
		D 52 Harmony Dr	No water	Condemned				D/MC	P.C.	PD Assisted
		3501 Dawna	F/U on Gw	Owner mowed				GW	P.C.	
		1003 E Main	No water	Condemned				D/MC	P.C.	

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

January-2023

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Notes
1/17/2023		1250 W Main	Report of improper signage	No sign found				O	P.C.	
		815 N 8th	F/U on squatter and trash	Owner corrected issue				TD/O/MC	P.C.	
		503 S 4th	F/U on camper in street	Owner removed				O	P.C.	
		522 W Locust	Abatement complete	Took pictures				O	P.C.	
		720 W Mulberry	Couches at curb	Warning				TD	P.C.	
		515 W Mulberry	F/U on recliner and debris	Court letter	L			TD	P.C.	
		1022 W Cedar	Complaint of junk vehicle	Attempted contact will F/U				JV	P.C.	
	Animal Control	Car Wash	Hauled and cleaned cat kennels	Power washed				O	P.C.	
	Animal Control	Tractor Supply	Picked up kitty litter for ACO	Loaded				O	P.C.	
		714 S 3rd	Tree down	Checked for CE				O	P.C.	
		S 15th & Sunnyside	Trash and debris piled	Checked for CE				O	P.C.	
		497 Radio Rd	Loading dock full of water	Checked for CE				O	P.C.	
1/18/2023	Animal Control	919 W Elm	Animal in trap	Removed				ACO/MC	P.C.	
		424 S 10th	F/U on couches in yard	Owner removed				TD	P.C.	
		420 S 10th	F/U on carpet and mattress	Owner removed				TD	P.C.	
		220 E Main	Met property maintenance	Removed condemned sticker				D/MC	P.C.	
		S 15th & Sunnyside	Large piles of debris in flood zone	Met with owner to go over plan of action				TD/MC	P.C.	
		1514 N 10th	Parking	Mailed for CE				O	P.C.	
		1201 W University	Dilapidated structure	Mailed for CE				O	P.C.	
		517 NE 5th	Dilapidated structure, Trash	Mailed for CE				O	P.C.	
		719 N 12th	Dilapidated structure, Trash	Mailed for CE				O	P.C.	
		312 S 2nd	Trash	Mailed for CE				O	P.C.	
		1822 W Elm	Trash	Mailed for CE				O	P.C.	
		515 W Mulberry	Trash	Mailed for CE				O	P.C.	
1/19/2023		1020 W Cedar	Report of Jv, and polycart left out	48hr car, warning for polycart				JV/O	P.C.	
		911 W Cedar	Large pile of brush, F/U on junk car in alley	Owner removed car, will take care of brush				JV/TD/MC	P.C.	
	Animal Control	416 Meadowlark	Report of dog attacked by neighbor's dog	Owner claims dog was attacked, no evidence, civil matter				ACO/MC	P.C.	
	Animal Control	414 Meadowlark	Dog allegedly attacked another dog	Owner denies attack, civil matter				ACO/MC	P.C.	
		202 McLean	Report of no water, illegal usage	Out of city limits				O	P.C.	
		415 Northridge	Notified PD of junk car	Owner removed				JV/MC	P.C.	
		1317 W Elm	F/U on pool full of stag water	Owner removed				O	P.C.	
		Katy & Cedar	Unsecured building	Notify owner				D	P.C.	
	Animal Control	110 N 1st	Animal at large	Assisted ACO, caught				ACO	P.C.	
		723 N 3rd	Gas meter check	Rejected				O	P.C.	
		320 N 5th	Report of possible person living with no water	No contact				D	P.C.	
1/20/2022		1822 W Elm	TD	Posted for CE				O	P.C.	
		719 N 12th	D/TD	Posted for CE				O	P.C.	
		1201 University	D	Posted for CE				O	P.C.	
		1514 N 10th	Parking	Posted for CE				O	P.C.	
		515 W Mulberry	TD	Posted for CE				O	P.C.	
		517 NE 5th	D/TD	Posted for CE				O	P.C.	
		312 S 2nd	Brush	Posted for CE				O	P.C.	
		320 N 5th	No water	Condemned				D	P.C.	
	Animal Control	2200 University	Animal at large	Unable to locate				ACO	P.C.	
	Carl Albert Park	2403 N Washington Ave	Report of homeless in restroom	They had vehicle and left				O	P.C.	Was seen at multiple parks will F/U
1/23/2023		2403 N Washington	F/U on squatters at parks	Gone				O	P.C.	
		320 N 5th	Condemned sticker illegally removed, stolen polycart	Reported to PD and public works				D/O	P.C.	
		509 Meadowlark	Demo finished	Pics of abatement				O	P.C.	
		Interview	Interview for new code officer	No show				O	P.C.	
		1316 N 3rd	Debris piled at curb	Vacant, courtesy letter	CL			TD	P.C.	

City of Durant

Neighborhood Services

Daily Code Enforcement Log (Cottrell)

January-2023

Date	Name	Location/Address	Inspection Type	Action Taken	Abatement Letter Sent	OA / CTA	Citation Issued	Code Violation	Initials	Notes
		723 N 10th	F/U on jv at curb	Owner removed				JV	P.C.	
		1019 W Texas	Property owner asked for report on property	Will request to see inside and more than likely condemn				D	P.C.	
		1015 W Texas	Large piles of trash and debris	Will call owner				TD	P.C.	
1/24/2023		610 W Cedar	Complaint of trash and junk car	No violation found				TD/JV	P.C.	
		713 W Beech	Burnt structure	took pics, court letter	L			D/TD	P.C.	
		924 W Texas	Burnt structure	took pics for court	L			D/TD	P.C.	
		401 N 10th	Dilapidated structure, trash	pics for court				D/TD	P.C.	
		614 N 2nd	Dilapidated and trash	Court letter, took pics	L			D/TD	P.C.	
		1020 W Cedar	F/U on jv at curb	Owner removed				JV	P.C.	
1/25/2023		1121 W Texas	Debris at curb	Owner removed				TD	P.C.	
		611 S 11th	Recliner by polycart	Contacted property manager				TD/MC	P.C.	
		629 S 10th	Junk vehicle and recliner at curb	Spoke with property owner				JV/TD/MC	P.C.	
		644 S 3rd	Parking in sight tri	Owner moved				O/MC	P.C.	
		402 S 2nd	Debris beside house	Tenant removed				TD	P.C.	
		303 Holcomb	Large pile of debris and appliances	Court letter	L			TD/JA	P.C.	
		125 S McLean	Burnt boat near road	Contacted property manager				TD	P.C.	
	Animal Control	803 E Arkansas	Animal at large	No violation found				ACO	P.C.	
		1021 E Evergreen	Report of homeless	No one found, will call owner				O	P.C.	
1/26/2023		521 N 13th	Junk vehicles, appliances, pile of debris	Courtesy letter	CL			TD/JV/JA	P.C.	
		601 N 9th	Brush at curb	List				TD/MC	P.C.	
		601 N 11th	Brush at curb	List				TD/MC	P.C.	
		D 52 Harmony Dr	F/U on homeless in condemned house	All gone				O	P.C.	
		1316 N 2nd	No water	Has until 2/01/23				D/MC	P.C.	
		600 Blk N 10th	Report of living in tent	No tent found				O	P.C.	
		1302 N 7th	Fence in sight tri	Met with owner marked fence they will address this weekend				O/MC	P.C.	
	Animal Control	2321 Mason	Report of dog attacks	Owner had video of dog attacking cats, filled out statement				ACO/MC	P.C.	
	Animal Control	801 Gainer	Dog attacking cats	Dog was loose and aggressive, owner put up, was warned ACO will F/U				ACO/MC	P.C.	
	Animal Control	710 Meadowlark	Aggressive dog	Dog is a foster, owner will put up				ACO/MC	P.C.	
1/27/2023	Animal Control	323 W Poplar	Animal in trap	Released				ACO	P.C.	
		1709 S 9th	No water car parked over meter	Warning F/U monday				D/JV/TD	P.C.	PD Assisted
	Animal Control	311 S 4th	Animal at large	Owner ticketed, animal put up			Animal at large	MC/ACO	P.C.	
	Animal Control	Walmart	Animal at large	Unable to locate				ACO	P.C.	
			Trash and debris piled	Courtesy letter	CL			TD	P.C.	
		(Lot 13) 2725 LeDoux St	Temp pole inspection	Accepted				O	P.C.	
		(Lot 28) Frost Ln	Temp pole inspection	Accepted				O	P.C.	
1/30/2023	Out Due to Weather									
1/31/2023	Out Due to Weather									

City of Durant

Neighborhood Services

Daily Animal Control Log (Matekovic)

January-2023

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
1/2/2023	904 W. Elm	2 traps	PU 1 possum PU 1 DSH blk/wht		KJM	released possum, kept cat
	2819 Olivia	Animal in Drain	PU 1 F Pit X brindle blk/wht		KJM	
	1116 University	Dead	PU 1 M Possum		KJM	
	221 SE 5th	trap	dropped off trap		KJM	
	1526 N. 1st	Animal at Large	UTL X 3		KJM	
	The Mission	Animal at Large	PU 1 M ACD red/wht		KJM	
	301 S. 5th	Welfare Check	MC W/ Felicia		KJM	Follow up in Two weeks
1/6/2023	904 W. Elm	Trap	PU 1 DSH BLK/Wht		KJM	Feral Euthanized
	413 W. 17th	Animal at Large	PU 1 M Retriever tan/wht		KJM	
1/10/2023	Victory Life	trap	Set trap PU 1 M Aussie tri color		KJM	
	400 Block S. 11th	Animal at Large	UTL		KJM	
	326 S. 11th	Aggressive Animal	UTI		KJM	
	Timber Ridge Apartment	Animal at Large	PU 1 M Aussie brn/wht w/ blk collar		KJM	
1/11/2023	Victory Life	Trap	PU 1 M ACD blk/wht/brn		KJM	
	900 parkview	Aggressive Animal	PU 1 F Lab X brn/wht 9 puppies		KJM	
	3800 university	Animal at Large	UTL		KJM	
	420 S. 10th	Animal complaint	UMC		KJM	posted the door
1/13/2023	900 Block Crooked Drive	Animal at Large	UTL X 2		KJM	

City of Durant

Neighborhood Services

Daily Animal Control Log (Matekovic)

January-2023

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

Comments:

Was dealing with Family emergency, rescue for the puppies, and gallstones. My focus this month has been the shelter due to being over capacity.

City of Durant

Neighborhood Services

Daily Animal Control Log (Beckham)

January-2023

Date	Location/Address	Type of Call	Action Taken	Citation Issued	Initials	Comment
1/3/2023	Cleaned Shelter	cleaned the shelter	Cleaned the shelter	N/A	DB	
1/4/2023	205 W Main	Skunk in warehouse	Gave RP a trap	N/A	DB	
	702 W Elm	Bite call	Did bite report owner coroneated dog	1W	DB	
	Sunnyside/ S 15th	Code Enforcement	Talked to workers about trash and debris; informed Code Enforcement	N/A	DB	
	Shelter	Owner Surrender	1 dog picked up	N/A	DB	
1/5/2023	5 star	Skunk in trap	Picked up skunk	N/A	DB	
	N 17th	Animal at large	UTL	N/A	DB	
	523 N 5th	Animal Complaint	Talked to Caller	N/A	DB	
	1920 Locust	Animal Complaint	Talked to RP	N/A	DB	
1/6/2023	904 W Elm	Cat in tap	Picked up cat	N/A	DB	
	1407 W Arkansas	Code call	Assisted code enforcement	N/A	DB	
	1280 Mockingbird	Cow out	UTL	N/A	DB	
	517 Nth 12th Ave	Condemned house	Assisted code enforcement	N/A	DB	
	320 N 5th	Animal Complaint	Talked to RP	N/A	DB	
	904 W Elm	trap return	dropped off trap	N/A	DB	
	618 W Alabama	Welfare check	left a door hanger	1W	DB	
	Shelter	adoption	3 dogs adopted	NA	DB	
1/9/2023	1004 W Georgia	Animal at large	UTL	N/A	DB	
	618 W Alabama	Animal Complaint	Talked to RP	N/A	DB	
	622 S 9th	Animal at large	UTL	N/A	DB	
	Abalon Apartments	Animal Complaint	talked to Apartment Manager	N/A	DB	
	1004 Parkland	Animal Complaint	Talked with Caller	N/A	DB	
	618 W Arkansas	Animal at large	1 dog picked up	N/A	DB	
1/10/2023	E Arkansas	Animal at large	UTL	N/A	DB	
	Hillcrest	Animal at large	UTL	N/A	DB	
1/11/2023	Cedar/7th	Animal at large	UTL	N/A	DB	
	Meadowlark	Animal Complaint	Talked to RP	N/A	DB	
1/12/2023	5th/ University	Animal at large	UTL	N/A	DB	
	1418 W ELm	Trap request	Gave RP a trap	N/A	DB	
	Meadowlark	Code call	Assisted code enforcement	N/A	DB	
	Vet	Emergency drop off	Dropped off animal	N/A	DB	
1/16/2023	Claened shelter				DB	
1/17/2023	Cleaned shelter				DB	
1/18/2023	Cleaned shelter				DB	
1/19/2023	Cleaned shelter				DB	
1/20/2023	Cleaned shelter				DB	
1/23/2023	Cleaned shelter				DB	
1/24/2023	Cleaned shelter				DB	
1/25/2023	Cleaned shelter				DB	
1/26/2023	Cleaned shelter				DB	
1/27/2023	Cleaned shelter				DB	
1/30/2023	824 W Cedar	Dog bite	took bite report		DB	
	412 W Louisiana	Animal at large	called owner wrote ticket	1C	DB	
1/31/2023	Quality Inn	Abandoned dog	picked up dog	N/A	DB	

City of Durant

Neighborhood Services

Daily Animal Control Log (Beckham)

January-2023

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															
2															
3															
4	4	1W	0	1	0	0	0	0	0	0	0	1	0	0	0
5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	8	0	0	0	1	0	0	0	0	0	0	0	0	0	0
7															
8															
9	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13															
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22															
23															
24															
25															
26															
27															
28															
29															
30	2	1C	0	0	0	0	0	0	0	0	0	0	0	0	0
31	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	33	1W / 1C	0	1	1	0	0	0	0	0	0	1	0	0	0

Comments:	



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Parks and Rec Monthly Report-January 2023

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. January 2023 Parks Dept Monthly Report



THE CITY OF DURANT

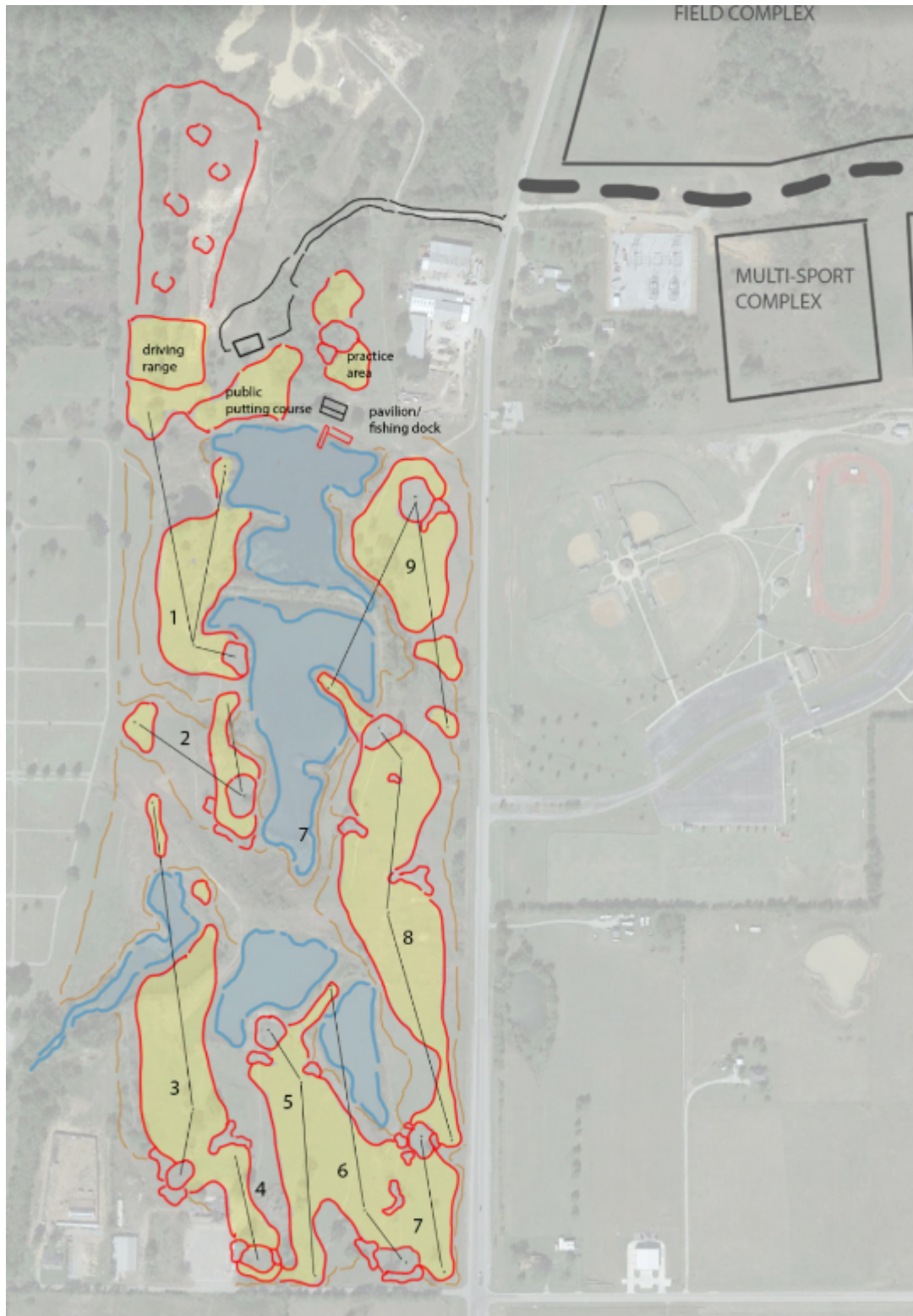
Parks and Recreation Department

TO: Durant City Council
FROM: Ryan Brewer, Director of Parks and Recreation
DATE: February 6, 2022
SUBJECT: Monthly Report for January 2023

Parks Department

The following work was completed or started during the previous month.

1. Continued work for the Unity Statue area at Carl Albert.
 - a. Concrete completed around the statue now needing to install the ADA compliant walkway up to the statue and pads for benches. Lights are being installed by a 3rd party
2. Keithley Park Playground has been removed and the new playground is being built
3. Met with Oliphant Golf Company about turning the old country club back into a golf course. To continue with their help they need to come out and look at the property it will run around \$3000 to get their evaluation. Proposed layout is attached at the end
4. Removed stumps in various parks and trimmed trees.
5. Removed Christmas décor around City Hall and Market Square.
6. 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 during the previous month at the Sports complex

1. Built shade structure over Softball stands
2. Repairing down field one outfield fence.
3. Working on having a 30 team softball showcase to be held in July partnered with Southeastern.
4. Will hold a 40-50 team youth rugby tournament in May.
5. 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
6. New Fee Schedule Proposal
 - a. Tournament Team Fee-\$400
 - b. Gate Fee: Adult \$10/per, Student-\$5/per, Senior 65+ - \$6/per, Weekend Pass - \$25
 - c. Camper fees- \$50

Swimming Pool

1. Winterized all of pool and started work on refurbishing lining and sealing cracks on pool floor
7. 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. 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. Cancelation 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 no min
 - 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.
Tournament Team Fee	N/A	N/A	\$400	The average tournament fee for teams is anywhere between \$300-

				\$500 per team depending on what sport.
Gate Fees: Adult	N/A	N/A	\$10.00/Per	
Students			\$5.00/Per	
Senior 65+	N/A	N/A	\$6.00/Per	
Weekend Pass	N/A	N/A	\$25/per	

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 \$100 deposit	This will help offset the cost to get more lifeguards to be on staff so we don't have 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: February 3, 2023

To: City Manager, Mayor and City Council

From: Joe Clark, Interim Chief of Police

Re: Police Department Monthly Report - December 2023

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 December 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 Dec-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	Dec-22	Dec-21	YTD 2022
<i>NIBRS-GROUP "A" OFFENSES</i>			
ARSON	1	0	3
ASSAULT	15	8	169
BRIBERY	0	*	0
BURGLARY/BREAKING & ENTERING	11	11	107
COUNTERFEITING/FORGERY	2	*	30
DESTRUCTION/DAMAGE/VANDALISM	10	*	90
DRUG/NARCOTIC OFFENSES	14	*	395
EMBEZZLEMENT	0	*	10
EXTORTION/BLACKMAIL	0	*	0
FRAUD	10	*	97
GAMBLING	0	*	0
HOMICIDE	1	0	1
KIDNAPPING/ABDUCTION	0	*	2
LARCENY/THEFT	40	45	455
MOTOR VEHICLE THEFT	1	5	58
PORNOGRAPHY/OBSCENE MATERIAL	1	*	3
PROSTITUTION	0	*	0
ROBBERY	0	1	3
SEX OFFENSES/FORCIBLE	1	0	18
SEX OFFENSES/NONFORCIBLE	0	0	0
STOLEN PROPERTY	6	*	42
WEAPON LAW	0	*	23
TOTAL	113	70	1506

* 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 Dec-22

OFFENSES	Dec-22	Dec-21	YTD 2022
<i>NIBRS-GROUP "B" OFFENSES</i>			
BAD CHECKS	0	*	0
CURFEW/LOITERING/VAGRANCY	0	*	1
DISORDERLY CONDUCT	8	*	110
DRIVING UNDER THE INFLUENCE	17	12	167
DRUNKENNESS	13	*	197
FAMILY OFFENSES/NONVIOLENT	4	*	24
LIQUOR LAW	0	*	6
PEEPING TOM	0	*	0
RUNAWAY	0	*	37
TRESPASS OF REAL PROPERTY	3	*	39
ALL OTHER OFFENSES	84	*	947
TOTAL	129	12	1528

* Stats were not individually reported using UCR system

CALLS FOR SERVICE	Dec-22	Dec-21	YTD 2022
Durant Police Department	1,952	2,296	26,467
Bryan County*	1,683	1,879	21,585
TOTAL CALLS FOR SERVICE	3,635	4,175	48,052

*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

Dec-22

ARRESTS	Dec-22	Dec-21	YTD 2022
ADULT	168	65	2157
JUVENILE	1	3	27
TOTAL	169	68	2,184

CITATIONS	Dec-22	Dec-21	YTD 2022
Traffic/Non-Traffic Citations	271	387	4784
Warnings	161	94	2184

MOTOR VEHICLE COLLISIONS	Dec-22	Dec-21	YTD 2022
Injury Accidents	11	6	101
Property Damage Accidents	22	29	377
Private Property Accidents	8	13	140
Fatality Accidents	1	0	3
TOTAL ACCIDENTS	42	48	621

DOMESTIC VIOLENCE	Included in "A" Offnses-Assaults	8	6	86
EOD Actions		12	17	174

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	239	286	1471
CHAPLAIN HOURS	26.5	22.5	391.75



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Carl Meade, Street Department
Re: Street Department Monthly Report - January 2023

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. January 2023



THE CITY OF DURANT

Office of the Street Department

Monthly Report
January 1, 2023 – January 31, 2023

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 January an estimated 500 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. 125 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.
7. On the first snowstorm we put out 10 tons of chips and 300 pounds of salt on the roads.

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: 2/14/2023
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: 2/14/2023
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Discussion, Consideration, and Possible Action to Consider Approval of the Project Maintenance, Financing, and Right-Of-Way Agreement for the Phase 5 Durant Downtown Enhancement Project No. STP-107E (176) EH State Job No.: 28808(04) (05) Related to the Streetscape V Project. (C-2023-10 Streetscape V)

This project has approved grant funding in the amount of \$399,968 with a 20% match requirement of \$99,992.

Per ODOT, their staff has not located an executed copy of this document. Through research, City staff has not determined if this document was ever presented to city council.

Before council meeting staff will ensure Finance Department has identified funding for the required match.

Council Information / Action Requested

Approve the Project Maintenance, Financing, and Right-Of-Way Agreement for the Phase 5 Durant Downtown Enhancement Project No. STP-107E (176)EH State Job No.: 28808(04)(05) Related to the Streetscape V Project. (C-2023-10 Streetscape V)

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

Grants Dept will work with ODOT to complete necessary documents to proceed with the project.

ATTACHMENTS:

1. Streetscape V - Combined Urban Funding Agreement - ODOT Let (2)

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

PHASE 5 DURANT DOWNTOWN ENHANCEMENT PROJECT

Project No.: STP-107E(176)EH

State Job No.: 28808(04)(05)

This Agreement, made the day and year last written below, by and between the City of **DURANT**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ENHANCEMENT	02	BRYAN	28808(04)	STP-107E(176)EH	ENHANCEMENT	PHASE 5 DURANT DOWNTOWN ENHANCEMENT PROJECT

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding

participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private

installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ENHANCEMENT total estimated cost of **\$399,968**, as described below:

FUNDING SOURCE =>			ENHANCEMENT		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
28808(05)	Design -	\$73,725	80	\$58,980	20	\$14,745
28808(04)	Construction - (With 6% Inspection)	\$426,235	80 up to a limit of	\$340,988	Remainder	\$85,247
Total		\$499,960	Total=>	\$399,968	Total=>	\$99,992

4.2 Furthermore, the Department and the Sponsor agree that actual ENHANCEMENT costs incurred by project phases (**JP 28808(04,05)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined,

and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the

project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.

- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or

subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for

any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF DURANT

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Discussion, Consideration, and Possible Action to Consider Award of Bid for Generator and Installation at the Donald W. Reynolds Library Funded by 18114 CDBG-CR 20 Grant Contingent Upon Legal Review and OK Department of Commerce Approval. (C-2021-19 GEN LIBRARY)

Sealed Bids are scheduled to be opened Friday, February 10 at 1:00 PM.

Agenda item will include a "contingency approval" based upon information received at bid opening, legal review and approval by OK Department of Commerce. More information to follow for council meeting.

Bid Advertisement is attached.

If an eligible bid proposal is determined, the following items will be available to Council meeting:

Letter of Recommendation
Bid Tab

Council Information / Action Requested

Approve Bid Award _____ in the Amount of \$ _____ for Generator and Installation at the Donald W. Reynolds Library Funded by 18114 CDBG-CR 20 Grant Contingent Upon Legal Review and OK Department of Commerce Approval. (C-2021-19 GEN LIBRARY)

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

Becca will coordinate information with approved contractor and OK Dept of Commerce.

ATTACHMENTS:

1. Durant 18114 Generator for Library - Sealed Bid Notice C-2021-19

ADVERTISEMENT FOR SEALED BIDS
CDBG Grant No.: 18114 CDBG-CR 20
Bid No. C-2021-19 GEN LIBRARY

City of Durant, Owner
300 W Evergreen
Durant, OK 74701
(580) 931-6600

Notice is hereby given that the City of Durant, OK hereinafter called the "Owner" will receive SEALED Bids at the City Clerk's Office, located at 300 West Evergreen, Room No. 100, Durant, Oklahoma, until Friday, February 10, 2023 at 1:00 PM and then publicly opened and read aloud in the City of Durant Council Chambers, 300 W. Evergreen St., Durant, Oklahoma.

The City of Durant, Oklahoma is seeking Separate SEALED Bids for the following:

CDBG 18114 Project Activity: Generator and Installation at the Donald Reynolds Library
1515 W. Main Street, Durant, Oklahoma. This project is hereinafter called the "Library Generator".

For further information or to schedule a Pre-Bid site visit, please contact Mike Claborn at (580) 579-2615.

All SEALED BIDS must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions: U.S. Department of Labor, 29 CFR 5; Subpart A: Davis-Bacon Act; Subpart B: Fringe Benefit Provision.
2. Section 3 Final Rule: Became effective on November 30, 2020. It is codified at 24 CFR part 75. The regulation simplifies the Section 3 requirements and establishes that Section 3 requirements apply to construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of HUD assistance to the project exceeds a minimum funding threshold. The regulation also improves alignment with current business practices by requiring the reporting of labor hours rather than new hires. The Benchmark Notice establishes the current numeric goals for compliance with Section 3 requirements. Additional information is included in the bid packet.
3. Section 109 of the Housing and Community Development Act of 1974 which assures that no person shall, on the grounds of race, color, national origin, disability, age, religion or sexual orientation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.
4. Non-Segregated Facilities: Certification of Non-Segregated Facilities, which assures that the bidder does not maintain or provide any segregated facilities.
5. Executive Order 11246, EEO provisions require affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned businesses and women-owned businesses to bid on the project.
7. Circular 570: Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.
8. SAM.gov registration: Prime Contractor Entities must be Active in SAM.gov with no exclusions in order to receive a federally assisted contract.

Beginning at 1:00 PM on January 20, 2023, the Bid documents may be examined at the following locations: Durant City Hall, 300 W, Durant, Oklahoma 74701 at the City Clerk's Office, Room 100. Complete digital project Bid documents are available free of charge through the City of Durant website www.durant.org.

If interested in the project, please email Mike Claborn at mclaborn@durant.org to be added to a Contractor list for receiving any Addendum information.

The City of Durant reserves the right to reject any or all bids, waive any irregularities or technicalities without assigning reason therefore, and to make the award in the best interest of the owner. Bids must be awarded to the lowest, responsive, and responsible bidder pursuant to the Oklahoma State Competitive Bidding Act of 1975 as amended.

Signed: Cynthia J. Price, City Clerk January 19, 2023



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Danielle O'Neal
Re: Discussion, Consideration and Possible Action on Ordinance O-2023-01, a Request to Vacate and Close a Portion of N. 9th Avenue of University Boulevard Between Block Nine (9) and Block (8) in Twin Oaks, an Addition to the City of Durant, Oklahoma.
(1) Ordinance O-2023-01. Sections 1-3.
(2) Ordinance O-2023-XX. Section 4. Emergency Clause.

Request: Consider a request from Leiann Bahe to vacate and close a portion of N. 9th Avenue of University Boulevard Between Block Nine (9) and Block (8) in Twin Oaks, an Addition to the City of Durant, Oklahoma.

Background & Analysis: The property owner and attorney approached staff regarding the closing and vacating of the aforementioned platted roadway. The property owner does own property on both sides (east and west) of the platted roadway and currently uses it as a driveway. There was a portion of the platted roadway that was closed and vacated in 1976 and the applicant is asking for the remaining portion to be closed and vacated. The area requested to be closed and vacated is not being planned to ever become a city street, and there are no city utilities in the immediate area.

Notifications have been made to the surrounding property owners as well as the City's franchisees. At the time of this report, staff had not received any phone calls or letters from the surrounding property owners regarding this request. Staff have spoken to a couple of the franchisees, ONG does currently have a gas line and easement that runs in that area. The easement will remain should this ordinance be approved.

Staff Recommendation: Staff recommends approval of this ordinance, all processes have been followed and staff has indicated there is no intention of using this segment as a street in the future.

Required Action: Hear the item and approve or deny Ordinance O-2023-01, a request to vacate and close a portion of N. 9th Avenue.

Council Information / Action Requested

Staff recommends approval of this ordinance, all processes have been followed and staff has indicated there is no intention of using this segment as a street in the future.

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

City Clerk
City Attorney
Community Development
GIS

ATTACHMENTS:

1. Ordinance O-2023-01 Close Portion of Ninth Avenue
2. Plat
3. Additional Documents

ORDINANCE NO. O-2023-01

AN ORDINANCE OF THE CITY OF DURANT, OKLAHOMA, CLOSING A PORTION OF NINTH AVENUE UNIVERSITY (NORMAL) BOULEVARD AND WACO (HILL) STREET IN REVISED TWIN OAKS ADDITION, AN ADDITION TO THE CITY OF DURANT, OKLAHOMA, AS MORE PARTICULARLY DESCRIBED BELOW; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

WHEREAS, the filed plat on file with the Bryan County Clerk sets forth a portion of Ninth Avenue which is more particularly described as follows:

A part of Ninth Avenue lying between University (Normal) Boulevard and Waco (Hill) Street in the City of Durant, Bryan County, Oklahoma, more particularly described as follows: Beginning at the Southeast corner of Lot 26 in Block 9 in Revised Twin Oaks Addition to the City of Durant, Bryan County, Oklahoma; Thence North 89 degrees 18 minutes 25 seconds East along the North line of University Boulevard a distance of 25.14 feet to a point on the centerline of Ninth Avenue; Thence along said centerline with a curve turning to the right, with an arc length of 123.68 feet, with a radius of 427.90 feet, with a chord bearing of North 14 degrees 23 minutes 35 seconds East, with a chord length of 123.25 feet; Thence South 89 degrees 39 minutes 01 seconds West a distance of 27.36 feet to the Northeast corner of Lot 26 in Block 9 of Revised Twin Oaks Addition; Thence along the East line of Lot 26 with a curve turning to the left, with an arc length of 123.23 feet, with a radius of 452.90 feet, with a chord bearing of South 13 degrees 22 minutes 21 seconds West, with a chord length of 122.85 back to the beginning.
(The subject street)

WHEREAS, the City of Durant does not currently occupy or use the subject street for any purpose. The City of Durant believes it to be necessary and expedient to close the subject street.

WHEREAS, at least 30 days prior notice has been given by the City Clerk to holders of franchises or others determined by the City Council to have a special right or privilege to use the public way or easement, and to all owners of record, as shown by the current year's tax rolls in the office of the county treasurer, abutting the public way or easement, and to owners of record of property within 300 feet of the subject street.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DURANT, OKLAHOMA:

SECTION 1. ENACTMENT.

The City of Durant, Oklahoma, hereby closes the subject property dedicated to the City of Durant, which street is more particularly described above. The City of Durant reserves the absolute right to reopen the subject street without expense to the City, and this ordinance

shall not affect the right to maintain, repair, reconstruct, operate or remove utilities, public service corporations, franchise holders, or transmission company facilities or services therein, nor shall such closing affect private ways existing by operation of law.

SECTION 2. REPEALER

All former ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. EMERGENCY.

It being immediately necessary for the preservation of the public health, peace and safety of the City of Durant and inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval.

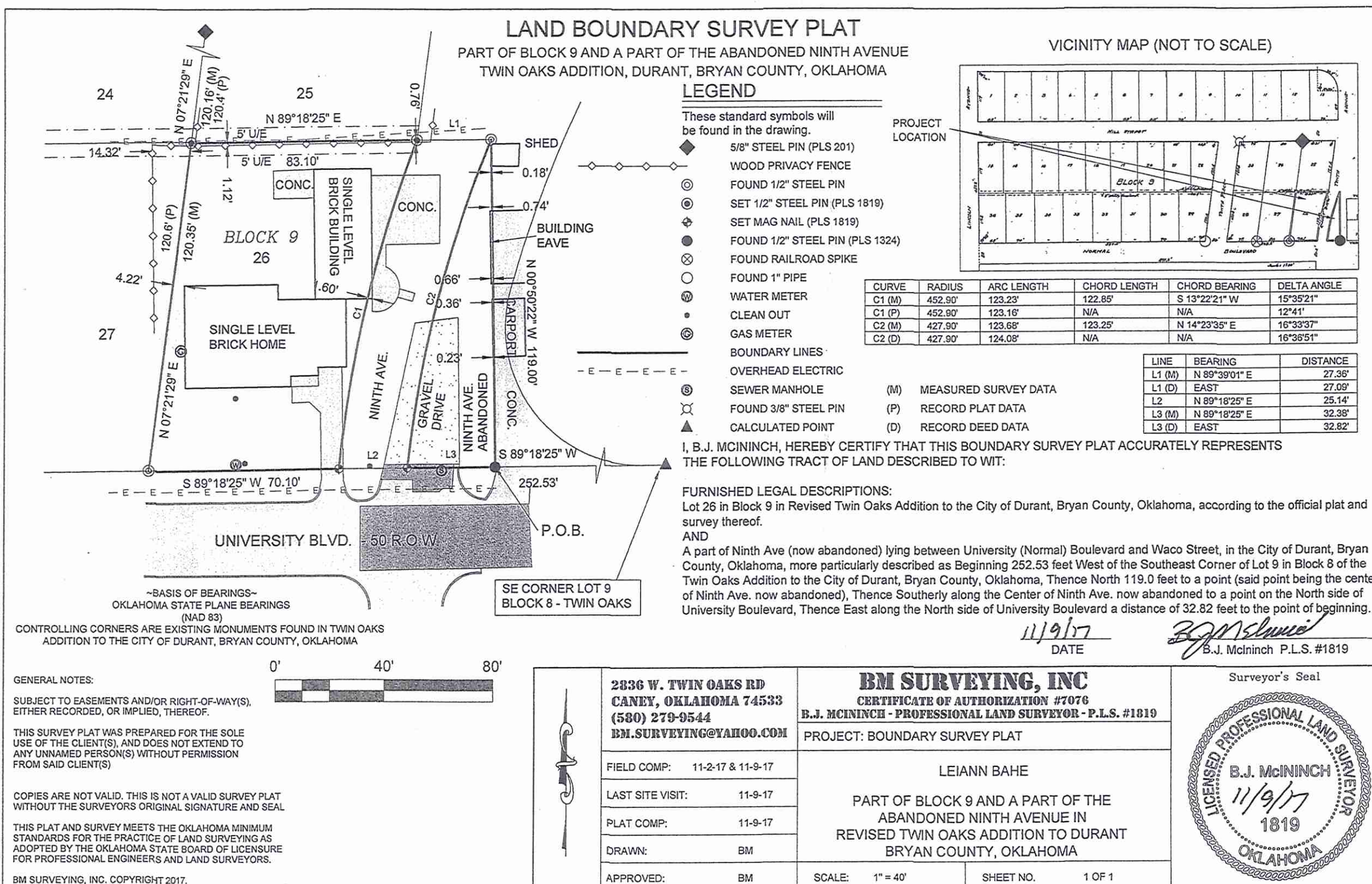
Passed and approved this ____ day of February, 2023, in regular session of the Durant City Council.

CITY OF DURANT

MAYOR
CITY OF DURANT, OKLAHOMA

ATTEST:

CYNTHIA J. PRICE
CITY CLERK



**DAVID W. KELLY
LAWYER
512 WEST EVERGREEN
P. O. BOX 1047
DURANT, OKLAHOMA 74702-1047
TELEPHONE: (580) 924-1202
FAX: (580) 924-4665**

David W. Kelly, Lawyer
Email: kellydw57@yahoo.com

Penni Smith, Legal Assistant
Email: penni_smith1963@yahoo.com

May 10, 2022

Danielle O'Neal, Director
Community Development
City Hall, City of Durant
300 W. Evergreen
Durant, OK 74701

Re: Leiann Bahe

Dear Danielle:

I have been retained by Leiann Bahe to examine her abstract and documents which relate to a portion of N. 9th St. that has never been properly vacated.

This property is right next to Leiann Bahe's property and her property is at the following address:

1004 University Blvd, Durant, Bryan County, Oklahoma.

I am not sure why this street was not vacated pursuant to the vacation of 9th St. as shown in the records of the County Clerk. In the event, it appears that a portion of North 9th St. was never vacated and it is necessary to vacate the remaining portion of 9th St. in order for Leiann Bahe to have clear marketable title in regard to her home.

Enclosed are surveys which pertain to this issue.

My thought process is that it is necessary to file an application with the Community Development Department of the City of Durant, Oklahoma to vacate the plat and after the action by the Community Development, that the file be forwarded to the City Council of the City of Durant to vacate the portion of 9th St. that appears to be a portion of the plat that is still of record in the office of the County Clerk of Bryan County, Oklahoma.

Subject to your input, my proposal is for Leiann Bahe to file an application to vacate the plat and give notice to the necessary parties.

Your response will be appreciated.

Sincerely,


David W. Kelly

DWK:pls

Enclosures

Information to use to abandon and vacate any remaining portion of old 9th Avenue on the east side of 1004 W University Blvd in Durant

- 9th Avenue was abandoned on December 14, 1976 by enactment of a resolution by the Durant City Council
- A decree to vacate a portion of old abandoned 9th Avenue went through District Court on April 3, 1980 and was approved - Plaintiff was the Catholic Diocese

We had a survey done on November, 2017 when we bought the house and "triangle" shaped property and realized, at that point, that we did not own the property between the house and the property purchased in March of 1985 ("triangle" shaped property). We did have the surveyor write up a legal description for the property in question which is part of old abandoned 9th Avenue. It measures 25' 2" wide. Actually 1.6" of my house sits on part of old abandoned 9th Avenue.

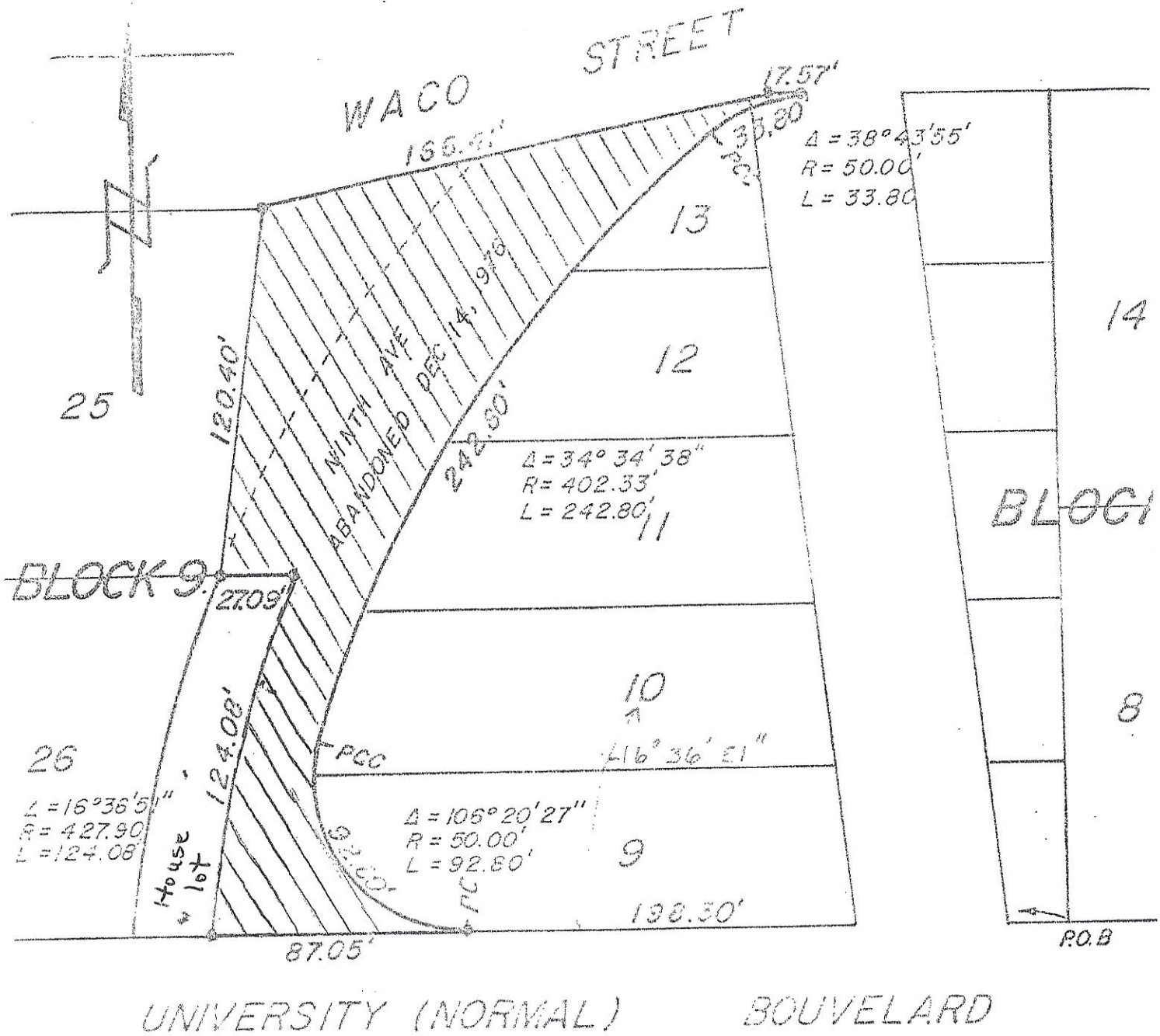
Tim and Leiann Bahe
214-797-7380

P.C. 10.50

Dec. 14, 1976

Abandoned 9th Avenue by City Council

A PLAT OF A PART OF BLOCKS 8 AND 9, TWIN OAKS ADDITION TO DURANT OKLAHOMA



UNIVERSITY (NORMAL)

BOUVELARD

DESCRIPTION FOR THE ABOVE TRACT

A tract of land in a part of Lot 13, Block 9, Twin Oaks Addition to Durant, Oklahoma, and a part of Ninth Avenue(now abandoned) between University(Normal)Bouvelard and Waco Street, more particularly described as follows:

Beginning at the Southeast corner of Lot 9 in Block 3 of the Twin Oaks Addition to Durant, Bryan County, Oklahoma, thence West along the South line of said Lot 9 a distance of 198.30 feet to the beginning of a 50.00 foot tangent curve whose center bears North for the true point of beginning, thence Northwesterly along said curve through a central angle of $106^{\circ} 20' 27''$ a distance of 92.80 feet to the beginning of a 402.33 foot tangent curve whose center bears Southeasterly, thence Northeasterly along said curve through a central angle of $34^{\circ} 34' 38''$ a distance of 242.80 feet to the beginning of a 50.00 tangent curve whose center bears Southeasterly, thence Northeasterly along said curve through a central angle of $38^{\circ} 43' 55''$ a distance of 33.80 feet to a point on the North line of Lot 13 in Block 8, - thence West along the North line of said Lot 13 a distance of 17.57 feet, thence $11^{\circ} 50' 05''$ to the left in a Southwesterly direction a distance of 166.41 feet; thence $69^{\circ} 48' 55''$ to the left in a Southerly direction a distance of 120.40 feet, thence $98^{\circ} 00' 00''$ to the left in an Easterly direction a distance of 27.09 feet to the beginning of a 427.90 foot non-tangent curve whose center bears Southeasterly, thence Southerly along said curve through a central angle of $16^{\circ} 36' 51''$ a distance of 124.08 feet to a point on the North side of University Bouvelard, thence East along the North side of University Bouvelard a distance of 87.05 feet to the true point of beginning contain 0.144 acres.



Bryan

Parcel Map and Account Listing

Data provided by Mike Hull County Assessor

Date 07/20/2021

Time 12:29:17

Map Image



Account List

Account	070022210	Current Owner	Legal Description
ParcelID	A285-00-009-026-0-000-00	BAHE, TIMOTHY CHRIS & MELISSA	DURANT/TWINOAKS LT 26 BLK 9
Situs	01004 UNIVERSITY		
Sec/Twn/Rng			
Subdivision	TWIN OAKS	2 1004 UNIVERSITY BLVD	
Block/Lot	0009 / 0026	DURANT	OK 74701-000C
Lot Size	1 Lots	Book/Page	
Account	070022180	Current Owner	Legal Description
ParcelID	A285-00-008-008-0-000-00	BAHE, TIMOTHY CHRIS & MELISSA	DURANT/TWINOAKS PT OF 9TH AVE
Situs			(ABANDONED) LYING BETWEEN
Sec/Twn/Rng		LEIANN	UNIVERSITY AND WACO. DES AS BEG
Subdivision	TWIN OAKS	2 1004 UNIVERSITY	252.53' W SE/C LT 9, BLK8 TWIN OAKS,
Block/Lot	0008 / 0008	DURANT	TH N119' TH SOUTHERLY ALONG
Lot Size	1 Lots	Book/Page 1489/985	CENTER OF 9TH TO A PT ON THE N
			SIDE OF UNIVERSITY THE 32.82' TO

LAND BOUNDARY SURVEY PLAT

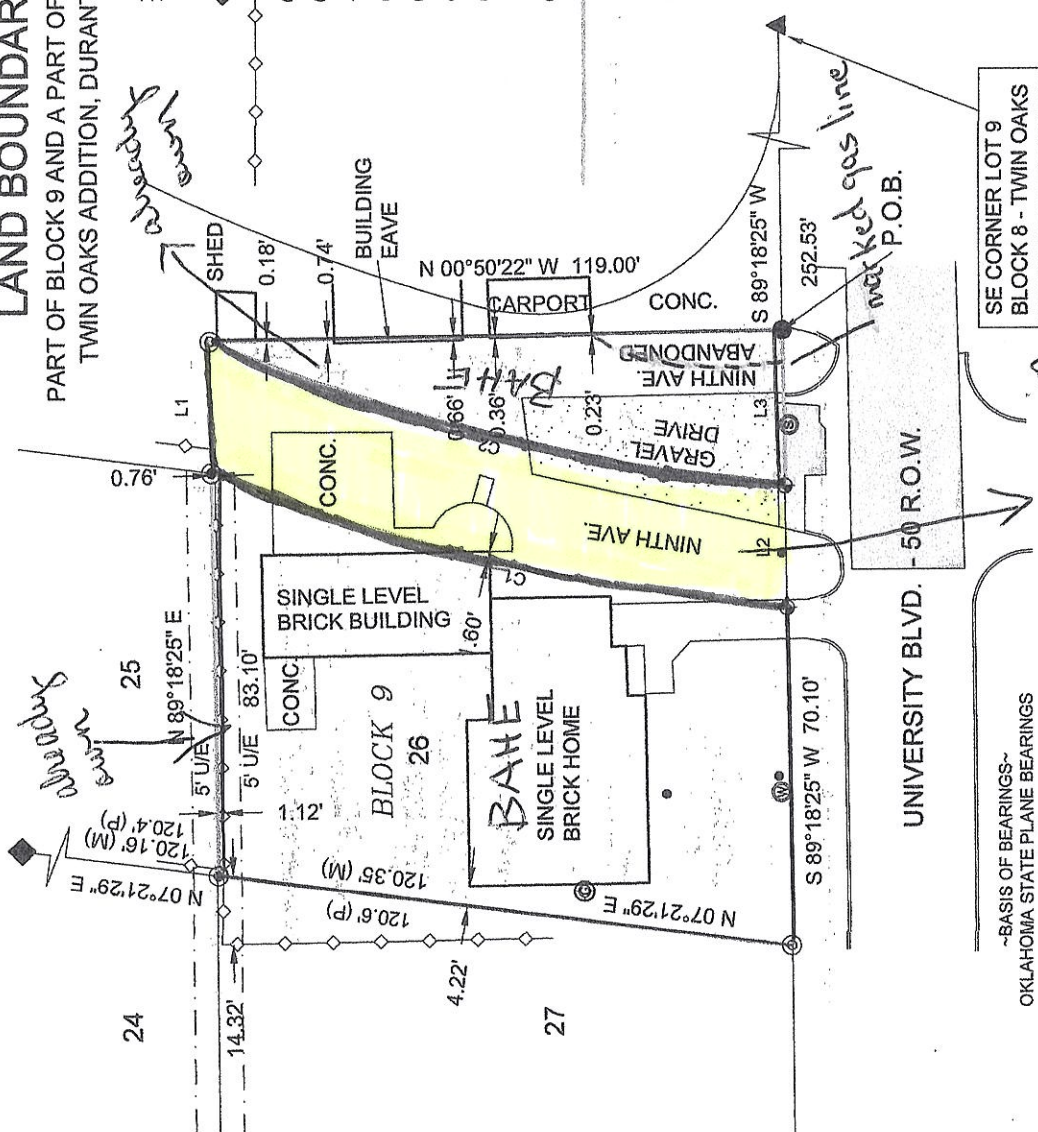
PART OF BLOCK 9 AND A PART OF THE ABANDONED NINTH AVENUE
TWIN OAKS ADDITION, DURANT, BRYAN COUNTY, OKLAHOMA

LEGEND

These standard symbols will be found in the drawing.

- 5/8" STEEL PIN (PLS 201)
- WOOD PRIVACY FENCE
- FOUND 1/2" STEEL PIN
- SET 1/2" STEEL PIN (PLS 1819)
- SET MAG NAIL (PLS 1819)
- FOUND 1/2" STEEL PIN (PLS 1324)
- FOUND RAILROAD SPIKE
- FOUND 1" PIPE
- WATER METER
- CLEAN OUT
- GAS METER
- BOUNDARY LINES
- OVERHEAD ELECTRIC
- SEWER MANHOLE
- FOUND 3/8" STEEL PIN
- CALCULATED POINT

CURVE	RADIUS	ARC LENGTH
C1 (M)	452.90'	123.23'
C1 (P)	452.90'	123.16'
C2 (M)	427.90'	123.68'
C2 (D)	427.90'	124.08'



CONTROLLING CORNERS ARE EXISTING MONUMENTS FOUND IN TWIN OAKS
ADDITION TO THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA

-BASIS OF BEARINGS~
OKLAHOMA STATE PLANE BEARINGS
(NAD 83)

GENERAL NOTES:

SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAY(S),
EITHER RECORDED, OR IMPLIED, THEREOF.

THIS SURVEY PLAT WAS PREPARED FOR THE SOLE
USE OF THE CLIENT(S), AND DOES NOT EXTEND TO
ANY UNNAMED PERSON(S) WITHOUT PERMISSION
FROM SAID CLIENT(S)

COPIES ARE NOT VALID. THIS IS NOT A VALID SURVEY PLAT
WITHOUT THE SURVEYORS ORIGINAL SIGNATURE AND SEAL

THIS PLAT AND SURVEY MEETS THE OKLAHOMA MINIMUM
STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS
ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE
FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

BM SURVEYING, INC. COPYRIGHT 2017.

FURNISHED LEGAL DESCRIPTIONS:

Lot 26 in Block 9 in Revised Twin Oaks Addition to the City of Durant, Br
survey thereof.

A part of Ninth Ave (now abandoned) lying between University (Normal)
County, Oklahoma, more particularly described as Beginning 252.53 fee
Twin Oaks Addition to the City of Durant, Bryan County, Oklahoma, The
of Ninth Ave. now abandoned), Thence Southerly along the Center of Ni
University Boulevard, Thence East along the North side of University Bo

11/9/17 DA

BM SURVEYING, IN

CERTIFICATE OF AUTHORIZATION #71
B.J. MCININCH - PROFESSIONAL LAND SURVEYOR

PROJECT: BOUNDARY SURVEY PLAT

LEIANN BAHE

PART OF BLOCK 9 AND A PART C
ABANDONED NINTH AVENUE
REVISED TWIN OAKS ADDITION TO
BRYAN COUNTY, OKLAHOMA,

SCALE: 1" = 40' SHEET NO.

2836 W. TWIN OAKS RD

CANEY, OKLAHOMA 74533
(580) 279-9544
BM.SURVEYING@YAHOO.COM

FIELD COMP: 11-2-17 & 11-9-17

LAST SITE VISIT: 11-9-17

PLAT COMP: 11-9-17

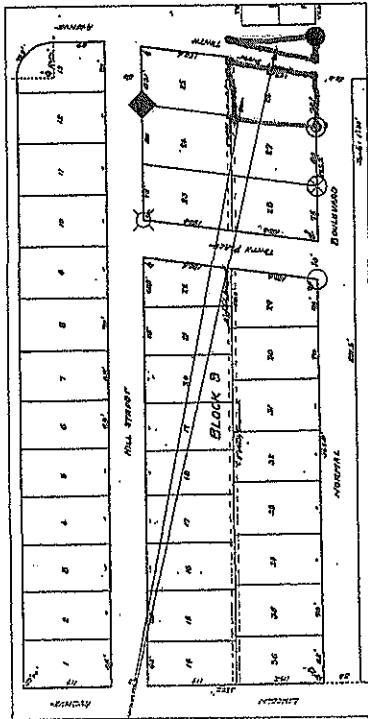
DRAWN: BM

APPROVED: BM

DEED PLAT

ABANDONED NINTH AVENUE
BRYAN COUNTY, OKLAHOMA

VICINITY MAP (NOT TO SCALE)



Symbols will
show
PROJECT
LOCATION

EL PIN (PLS 201)

RIVACY FENCE

1/2" STEEL PIN

STEEL PIN (PLS 1813)

3 NAIL (PLS 1819)

1/2" STEEL PIN (PLS 1324)

RAILROAD SPIKE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1 (M)	452.90'	123.23'	122.85'	S 13°22'21" W	15°35'21"
C1 (P)	452.90'	123.16'	N/A	N/A	12°41'
C2 (M)	427.90'	123.68'	123.25'	N 14°23'35" E	16°33'37"
C2 (D)	427.90'	124.08'	N/A	N/A	16°36'51"

RY LINES

AD ELECTRIC

MANHOLE

3/8" STEEL PIN

ATED POINT

(M) MEASURED SURVEY DATA

(P) RECORD PLAT DATA

(D) RECORD DEED DATA

I, HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT ACCURATELY REPRESENTS
THE TRACT OF LAND DESCRIBED TO WIT:

GAL DESCRIPTIONS:

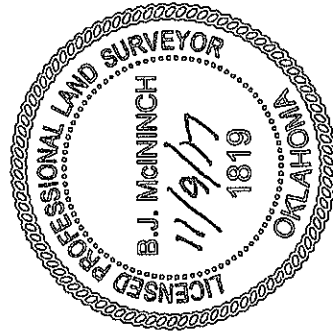
in Revised Twin Oaks Addition to the City of Durant, Bryan County, Oklahoma, according to the official plat and

ve (now abandoned) lying between University (Normal) Boulevard and Waco Street, in the City of Durant, Bryan
County, Oklahoma, more particularly described as Beginning 252.53 feet West of the Southeast Corner of Lot 9 in Block 8 of the
City of Durant, Bryan County, Oklahoma, Thence North 119.0 feet to a point (said point being the center
of the abandoned), Thence Southerly along the Center of Ninth Ave. now abandoned to a point on the North side of
University Boulevard a distance of 32.82 feet to the point of beginning.

11/9/17 DATE
B.J. McIninch P.L.S. #1819

IPM SURVEYING, INC
CERTIFICATE OF AUTHORIZATION #7076
B.J. MCININCH - PROFESSIONAL LAND SURVEYOR - P.L.S. #1819

Surveyor's Seal



PROJECT: BOUNDARY SURVEY PLAT

LEIANN BAHE

PART OF BLOCK 9 AND A PART OF THE
ABANDONED NINTH AVENUE IN
REVISED TWIN OAKS ADDITION TO DURANT
BRYAN COUNTY, OKLAHOMA

OKIE811 TICKET 22101316583547

Mark utilities

Previous:

Source: Voice
Type: Normal
By: nmasters
Hours Notice: 112

Created Date: 10/13/2022 4:58:19 PM
Work Date: 10/18/2022 9:00:00 AM
Update by: 10/27/22
Expires: 10/31/22

Geographic Location

Latitude	Longitude
34.004812	-96.383699
34.005466	-96.382765

Excavator Information

LEANN BAHE
1004 UNIVERSITY BLVD
DURANT, OK 74701

Type: Homeowner
Caller Name: LEANN BAHE
Caller Phone: (214) 797-7380
Caller Email: TLBAHE@SBCGLOBAL.NET
Callback:

Phone: (214) 797-7380
Contact: LEANN BAHE
Contact Phone: (214) 797-7380
Contact Email: TLBAHE@SBCGLOBAL.NET

Work Information

State: OK County: BRYAN Place: DURANT

Work Date: October 18, 2022 9:00 AM
Done For: LEANN BAHE
Street: 1004 UNIVERSITY BLVD
Cross Street: 10TH ST
Extent: UNKNOWN
Job Number:

Work Type: Landscaping
Explosives: False
Directional Boring: False
Whitelined: False
Multiple Ticket: False
Access Issues: False

Driving Directions

LANDSCAPING --

Locate Area

LOCATE FULL EAST SIDE OF HOUSE WORKING 50 FT EAST TO NEIGHBORING HOUSE

Remarks

Grids

09EI06S29NW, 09EI06S29SW

Utilities Notified and Positive Response Status

Response Status As Of Tuesday, October 18, 2022 1:40 PM

following facility operators have been notified of this locate request. Per the amended section 142.6.B of the OKIE811, each operator of underground facilities shall provide a Positive Response to the notification center (i.e. OKIE811 via our Portal) prior to the expiration of the required notice period. Facility operators may also correspond directly with the excavator and their direct correspondence may provide additional information than provided here. Facility operators listed on this ticket that are not in compliance with this updated law piece should still respond by marking the approximate location of the underground facilities or communicate to the excavator if they do not have facilities within the proposed area of excavation. An excavator must check for positive response at the notification center prior to excavating or demolishing to ensure that all operators have responded and that all facilities that may be affected by the proposed excavation or demolition have been marked. Positive response does not relieve the excavator of their responsibility to use care when digging around underground facilities.

CODE	NAME	FACILITIES	ADDED MANUALLY?
T11158	AT&T Distribution T11158 October 13, 2022 5:53 PM by OP-ATT.Distribution: Clear – Facility is not in conflict with dig site described on the ticket Responder Comments: ATT	Telecom	False
T09189	Durant City of T09189 October 13, 2022 4:58 PM by System: ResponseProcess – Company is not compliant with the Oklahoma Underground Damage Facility Act in providing Positive Response via OKIE811 service. They should communicate positive response by contacting you, or marking the approximate location of the underground facilities. Responder Comments: This status was auto-generated from the OKIE811 Positive Response Service.	Municipality	False
T03165	IndianNation/ChickTel T03165 October 14, 2022 7:05 AM by OP-Chickasaw.Telephone: Site Marked – Facility located and marked at the site Responder Comments:	Telecom	False
S00445	Oklahoma Natural Gas – East S00445 October 17, 2022 10:24 AM by OP-ONG.Internal: Site Marked – Facility located and marked at the site Responder Comments: Marked scope of ticket in yellow paint and flags	Gas	False
S00440	USIC/Dobson/Intelleg S00440 October 18, 2022 12:34 PM by OP-USIC: Clear – Facility is not in conflict with dig site described on the ticket Responder Comments:	Telecom	False
T01508	USIC/OG&E/Ardmore T01508 October 18, 2022 12:34 PM by OP-USIC: Site Marked – Facility located and marked at the site Responder Comments:	Electric	False

*Oct 18
Found no lines
marked "OK"*

April 3, 1980

Vacating a part of 9th Avenue

#355247

FILED:

RECORDED:

DECREE

April 3, 1980

at 11:30 A. M.

Book 667

Page 342

IN THE DISTRICT COURT OF BRYAN COUNTY, STATE OF OKLAHOMA

IN THE MATTER OF THE APPLICATION
OF EUSEBIUS J. BELTRAN, BISHOP,
Diocese of Tulsa and his successors,
For Vacation of a part of Ninth
Avenue, Durant, Oklahoma

FILED
CLERK OF
THE DISTRICT COURT
BRYAN COUNTY
DISTRICT COURT

C-80-27

APR 3 1980

LOUISE GENTRY

COUNTY CLERK
By Edie Howard Deputy

DECREE VACATING STREET

This matter comes on to be heard before the undersigned Judge of the District Court, on this 3rd day of April, 1980, upon application of Eusebius J. Beltran, Bishop, Diocese of Tulsa and his successors, for vacation of a part of Ninth Avenue, the applicant appearing by and through its attorney, Clyde Stallings, County Commissioners of Bryan County, State of Oklahoma, appearing by and through their attorney, Ron Stubblefield, District Attorney of Bryan County, State of Oklahoma, the City of Durant, Oklahoma and Durant City Utilities Authority appearing by and through their attorney, Clyde Stallings, the City Attorney in and for the City of Durant, Oklahoma and Southwestern Bell Telephone Company, Oklahoma Gas and Electric Company and Lone Star Gas Company having filed their disclaimers herein, and Clear Vue T. V. having been legally notified of said hearing and appearing not;

THE COURT FINDS that a Notice of Application for vacation of street was duly filed in this cause of action on the 14th day of February, 1980 and that at said time a copy of said Notice and a copy of the said Application was duly published by one publication in the Durant Weekly News, a newspaper of general circulation in Bryan County, State of Oklahoma, at least 30 days prior to the presentation of the application for vacation of the said street, said publication having been published on February 18, 1980, as appears from the affidavit of the publisher filed herein, reference made thereto;

THE COURT FURTHER FINDS that said application for vacation was duly filed in this cause of action on the 14th day of February, 1980; and that thereupon, a notice of application for vacation was given by mailing a copy of the same to all owners of record as shown by the current year's tax rolls in the office of the County Treasurer of Bryan County, of property abutting and within 300 feet in each direction from the platted street sought to be vacated herein. A certificate from the Bryan County Abstract Company, a bonded abstracter, is attached to the application filed herein, listing the names and mailing addresses of all persons required to be notified as set forth herein.

THE COURT HERewith APPROVES all service had in this cause of action; and upon satisfactory evidence being produced by the applicant, finds that service of notice, mailing, and notice by publication as required by 11 O. S. Sec. 42-103 has been given as required by law.

THE COURT FINDS that Lone Star Gas Company, a regulated transmission company, franchised by the City of Durant to use the streets, alleys and public ways within the City of Durant, Oklahoma for the purpose of transmitting and distributing natural gas within the City of Durant has a portion of its distribution system installed in a part of North Ninth Avenue which is sought to be vacated and the right of Lone Star Gas Company to continue to possess, occupy and use that portion of North Ninth Avenue which is sought to be vacated and the right of Lone Star Gas Company to continue to possess, occupy and use that portion of North Ninth Avenue within which a part of their natural gas distribution system is installed should not be impaired or invalidated by this action and Lone Star Gas Company should continue to maintain, replace, repair and operate its facilities therein or thereon with the unrestricted right to ingress and egress to such locations for such purposes, and for removal of its facilities without impairment.

THE COURT THEREUPON examined all pleadings in this cause of action, did examine the witnesses produced and sworn; and after having heard the argument of counsel and being fully advised in the premises, does hereby find that the Vacation of the Street sought to be vacated herein should be granted.

THE COURT FURTHER FINDS that the notice originally filed in this cause of action was to apply for a vacation of a street. That in truth and in fact, the street sought to be vacated herein has been abandoned by enactment of a resolution of the Durant City Council on May 14, 1976 and has never been used by the public.

THE COURT THEREFORE FINDS, ORDERS, ADJUDGES AND DECREES
AS FOLLOWS:

1. That the following street herein is vacated as to its use as a street, said street being legally described as appears in Exhibit "A" on file herein reference made thereto as though set out at length.

2. That by enactment of a resolution of the Durant City Council on May 14, 1976 that part of North Ninth Avenue has been abandoned; that that part sought to be vacated has never been used by the public; that that part of North Ninth Avenue sought to be vacated should be and is hereby vacated.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Lone Star Gas Company, a regulated transmission Company, franchised by the City of Durant, Oklahoma, to use the streets and alleyways and public ways of the City of Durant, for the purpose of transmitting and distributing natural gas with the City of Durant, has a portion of its distribution system installed in a portion of North Ninth Avenue which is being vacated and should be and is hereby given the right to continue to possess, occupy and use that portion of North Ninth Avenue within which a part of their natural gas distribution system is installed and Lone Star Gas Company shall continue to have the right to maintain, replace, repair and operate its facilities therein or thereon, with the unrestricted right to ingress and egress to such location for such purposes, and for removal of its facilities without impairment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this order be filed in the office of the County Clerk of Bryan County, Oklahoma and that said County Clerk is directed to write in plain, legible letters across that part of the plat of the City of Durant, Oklahoma so vacated, the word "VACATED". The said County Clerk is further directed to note on the original plat a reference to this order and the volume and page wherein the same is recorded.

J-120 P-77

JUDGE

EXHIBIT "A"

A part of Lot 18 in Block 9, Twin Oaks Addition to the City of Durant, Bryan County, Oklahoma, according to the official plat thereof, and a part of Ninth Avenue (now abandoned) between University (Normal) Boulevard and Waco Street, more particularly described as follows: Beginning at the Southeast corner of Lot 9 in Block 8 of the Twin Oaks Addition to the City of Durant, Bryan County, Oklahoma, thence West along the South line of said Lot 9 a distance of 198.30 feet to the beginning of a 50.00 foot tangent curve whose center bears North for the true point of beginning, thence Northwesterly along said curve through a central angle of $106^{\circ} 20' 27''$ a distance of 92.80 feet to the beginning of a 402.33 foot tangent curve whose center bears Southeasterly, thence Northeasterly along said curve through a central angle of $34^{\circ} 34' 38''$ a distance of 242.80 feet to the beginning of a 50.00 tangent curve whose center bears Southeasterly thence Northeasterly along said curve through a central angle of $38^{\circ} 43' 55''$ a distance of 33.80 feet to a point on the North line of Lot 13 in Block 8, thence West along the North line of said Lot 13 a distance of 17.57 feet, thence South $77^{\circ} 48' 55''$ West a distance of 166.41 feet, thence South $8^{\circ} 00'$ West a distance of 120.40 feet, thence $98^{\circ} 00' 00''$ to the left in an Easterly direction a distance of 27.09 feet to the beginning of a 427.90 foot non-tangent curve whose center bears Southeasterly thence Southerly along said curve through a central angle of $16^{\circ} 36' 51''$ a distance of 124.08 feet to a point on the North side of University Boulevard, thence East along the North side of University Boulevard a distance of 87.05 feet to the point of beginning.

(Said Block 9 of Twin Oaks Addition to the City of Durant having been platted out of a part of the S/2 SE/4 NW/4 of Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the Government Survey thereof.)

Lots 9, 10, 11, 12 and 13, Block 9, Twin Oaks Addition to the City of Durant, Oklahoma, less and except a part of the property described as Beginning at a point 20 feet West of the SE/C of Lot 9 in Block 8 of Twin Oaks Addition to the City of Durant, Oklahoma, thence Northwesterly to a point on the north line of Lot 13, in Block 8, 48 feet west of the NE/C of said Lot 13; thence West following the north line of lot 13 in Block 8 50 feet; thence southeasterly to a point on the south line of Lot 9 in Block 8, 70 feet west of the SE/C of Lot 9 in Block 8; thence East along south line of Lot 9 in Block 8, 50 feet to the point of beginning.

Dec. 23, 1981

Gives ownership to the Catholic Diocese

IN THE DISTRICT COURT OF BRYAN COUNTY, STATE OF OKLAHOMA

Most Reverend Eusebius J. Beltran,
Bishop of the Roman Catholic Diocese
of Tulsa and his successors in
office,

Plaintiff,

vs.

Case No. C-81-306

R. C. DOHE, ELSIE DOHE, MARION DOHE
one and the same as MARION FERRARI
and ANN KATHERINE DOHE one and the
same as ANN KATHERINE WOOD, if living
and if dead, their heirs, executors
administrators, devisees, trustees
and assigns, creditors and claimants
immediate and remote, known and
unknown,

Defendant.

FILED
IN THE OFFICE OF
THE COURT CLERK, BRYAN COUNTY
DISTRICT COURT

DEC 28 1981

LOUISE GENTRY
COURT CLERK
Beverly Sinner
Deputy

JOURNAL ENTRY OF JUDGMENT

Now on this 23d day of December, 1981, this cause of action
comes on to be heard in its regular order, Plaintiff appearing by their attorney,
Wilson N. Jones III.

I.

The Court finds that the Defendants served by publication are as follows, to-wit:

R. C. Dohe, Elsie Dohe, Marion Dohe one and the same as Marion Ferrari and Ann
Katherine Dohe one and the same as Ann Katherine Wood, if living and if dead,
their heirs, executors, administrators, devisees, trustees and assigns, credi-
tors and claimants, immediate and remote, known and unknown.

II.

Upon examination of the files and records in this cause of action, the Court finds that the Affidavit for Publication, the Affidavit of Non-Mailing and the Publication Notice were all in due form, regular and statutory, and that due and statutory service by publication, as provided by law, has been had on each of the Defendants who are named in the above paragraph as having been served by publication; and that all of said parties are in default and the court approves the service and finds that this is a proper case in which to enter judgment.

III.

The court further finds that inquiries made by the Plaintiff of all reasonably available sources which were in fact searched and that said inquiry failed to yield the information necessary to establish the whereabouts or mailing addresses of the named Defendants served by publication or the individual identity, whereabouts or mailing addresses of the heirs of said deceased set forth in the petition filed herein, reference made thereto; and that Plaintiffs and their attorney exercised due diligence to ascertain the names and residences of the Defendants served by publication in the above entitled cause of action by personally checking primary sources at hand to determine the whereabouts of the Defendants served by publication, and each of them, including the primary sources such as the local tax assessors records, local county treasurer's records, the local probate records, the abstract of title on the property herein and other judicial records, as well as all secondary sources available, including, but not limited to, the telephone directories and the city directories, before they resorted to the use of the publication process against those defendants so served.

WILSON N. JONES III

LAWYER

DRAWER 577

DURANT, OKLAHOMA

74701

405-924-1216

J-131 P-541

The Court did, thereupon, conduct a judicial inquiry into the sufficiency of Plaintiff's search to determine the names and whereabouts of the Defendant who were served by publication; and, based on the evidence adduced, the court finds that Plaintiffs have exercised due diligence and have conducted a meaningful search of all reasonably available sources at hand. The court approves the publication service given herein as meeting both statutory requirements and the minimum standards of state and federal due process.

Whereupon said Plaintiffs evidence is introduced and Plaintiffs rest; after being fully advised in the premises, the court finds all issues of fact and law generally in favor of Plaintiffs and against Defendants and also finds that allegations of the petition are true and correct and that judgment should be rendered and entered in accordance therewith.

THE COURT THEREFORE FINDS, ORDERS, ADJUDGES AND DECREES AS FOLLOWS, TO-WIT:

That Plaintiffs are the owners and in possession of the following described real property situate in Bryan County, State of Oklahoma, to-wit:

SEE ATTACHED SCHEDULE A

The Plaintiffs and their predecessors in chain of title have been in the open, actual, hostile, notorious, visible, continuous and exclusive possession of said property for a period exceeding fifteen (15) years and have met all elements required to establish a title by prescription; and all Defendants named herein as claiming some right, title, interest, claim or estate in and to said property are barred from any such right, title, claim, estate or interest in and to said property by reason of the Statute of Limitations of the State of Oklahoma.

That the heirs of R. C. Dohe are determined to be Elsie Dohe, Marion Dohe, one and the same as Marion Ferrari and Ann Katherine Dohe, one and the same as Ann Katherine Wood.

That R. C. Dohe, deceased, who claims some right, title or interest in and to the said real property by virtue of a Warranty Deed dated May 23, 1953, filed of record on July 8, 1953, at Book 335, Page 638, has no right, title or interest in and to said property or any part thereof.

That Elsie Dohe, Marion Dohe one and the same as Marion Ferrari and Ann Katherine Dohe one and the same as Ann Katherine Wood claim some right, title, or interest in and to the said real property by virtue of descent from R. C. Dohe, deceased have no right, title or interest in and to the said real property or any part thereof.


JUDGE OF THE DISTRICT COURT

EXHIBIT "A"

A part of Lot 18 in Block 9, Twin Oaks Addition to the City of Durant, Bryan County, Oklahoma, according to the official plat thereof, and a part of Ninth Avenue (now abandoned) between University (Normal) Boulevard and Waco Street, more particularly described as follows: Beginning at the Southeast corner of Lot 9 in Block 8 of the Twin Oaks Addition to the City of Durant, Bryan County, Oklahoma, thence West along the South line of said Lot 9 a distance of 198.30 feet to the beginning of a 50.00 foot tangent curve whose center bears North for the true point of beginning, thence Northwesterly along said curve through a central angle of $106^{\circ} 20' 27''$ a distance of 92.80 feet to the beginning of a 402.33 foot tangent curve whose center bears Southeasterly, thence Northeasterly along said curve through a central angle of $34^{\circ} 34' 38''$ a distance of 242.80 feet to the beginning of a 50.00 tangent curve whose center bears Southeasterly thence Northeasterly along said curve through a central angle of $38^{\circ} 43' 55''$ a distance of 33.80 feet to a point on the North line of Lot 13 in Block 8, thence West along the North line of said Lot 13 a distance of 17.57 feet, thence South $77^{\circ} 48' 55''$ West a distance of 166.41 feet, thence South $8^{\circ} 00'$ West a distance of 120.40 feet, thence $98^{\circ} 00' 00''$ to the left in an Easterly direction a distance of 27.09 feet to the beginning of a 427.90 foot non-tangent curve whose center bears Southeasterly thence Southerly along said curve through a central angle of $16^{\circ} 36' 51''$ a distance of 124.08 feet to a point on the North side of University Boulevard, thence East along the North side of University Boulevard a distance of 87.05 feet to the point of beginning.

(Said Block 9 of Twin Oaks Addition to the City of Durant having been platted out of a part of the S/2 SE/4 NW/4 of Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the Government Survey thereof.)

Lots 9; 10, 11, 12 and 13, Block 9, Twin Oaks Addition to the City of Durant, Oklahoma, less and except a part of the property described as Beginning at a point 20 feet West of the SE/C of Lot 9 in Block 8 of Twin Oaks Addition to the City of Durant, Oklahoma, thence Northwesterly to a point on the north line of Lot 13, in Block 8, 48 feet west of the NE/C of said Lot 13; thence West following the north line of lot 13 in Block 8 50 feet; thence southeasterly to a point on the south line of Lot 9 in Block 8, 70 feet west of the SE/C of Lot 9 in Block 8; thence East along south line of Lot 9 in Block 8, 50 feet to the point of beginning.



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: 1. Consider Award of Bid for Former Country Club Agricultural Hay Lease;
2. Consider Approval of Agricultural Hay Lease for Former Country Club (C-2023-03).

A courtesy notice of bid was sent to six prospective bidders. The bid was advertised on the City of Durant website continuously from December 28, 2022 through January 23, 2023. Four bids were received (see attached Bid Tab Sheet). Staff recommends the bid be awarded to the highest bidder, Rex Williams III. Staff recommends approval of contract.

Council Information / Action Requested

1. Award of Bid for Former Country Club Agricultural Hay Lease;
2. Approval of Agricultural Hay Lease for Former Country Club (C-2023-03).

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

ATTACHMENTS:

1. Bid Tab Sheet - Final
2. Former Country Club Agricultural Hay Lease for Signature

**City of Durant
Bid Tabulation Sheet**

Agricultural Hay Lease – Former Country Club

Bid Deadline: January 23, 2023 @ 10:30am

Bid Term: 5 years

BIDDER	AMOUNT
Cole Craige P.O. Box 383 Bokchito, OK 74726 (580) 775-1777	\$400/yr
Rex Williams III P.O. Box 900 Calera, OK 74730 (580) 437-2721	\$2000/yr
Brian Hart 6118 Bray Road Bokchito, OK 74726 (580) 920-3618	\$1000/yr
Kevin Dale 137 Country Club Road Durant, OK 74701 (580) 916-1470	\$750/yr

IN ATTENDANCE:

Cynthia Price, City Clerk
Ryan Brewer, Parks and Recreation Manager
Phillip Hightower, Public Works Director

STAFF RECOMMENDATION:

Rex Williams III

STATE OF OKLAHOMA)
)
 COUNTY OF BRYAN) SS: AGRICULTURAL HAY LEASE

This lease agreement entered into this ____ day of _____, 2023, by and between the City of Durant, hereinafter referred to as LESSOR and Rex Williams III, hereinafter referred to as LESSEE,

WITNESSETH:

1. That in consideration of the rental below specified and of the covenants hereinafter stipulated, the Lessor hereby leases to Lessee the property described as:

Former Country Club Hay Lease: Approximately 143 acres of land located at Country Club Road and known as the 'Former Country Club', as shown in the marked area on the attached aerial photo.

2. To have and to hold the leased premises, their successors and assigns for the term of five (5) years beginning on the February 20, 2023 thru December 31, 2023; February 20, 2024 thru December 31, 2024, February 20, 2025 thru December 31, 2025; February 20, 2026 thru December 31, 2026; and February 20, 2027 thru December 31, 2027.
3. The rent for the term of this lease shall be Two Thousand Dollars (\$2,000.00) per year. Lease shall be payable in full each year (2023, 2024, 2025, 2026, 2027) on February 20th.
4. The Lessee may not assign this lease or sublet any part of said premises without the written consent of Lessor.
5. Lessee, as a part of the consideration of this lease agrees to comply with the requirements set forth below:
 - a. Lease is for hay crop only. No grazing on this tract is permissible.
 - b. All cuttable hay must be removed from city property within 30 days of baling.
 - c. Grounds can be weed sprayed. No irrigation is to be supplied by the City of Durant.
 - d. Do not cut any fence. If you need to add or widen a gate the expense will be the responsibility of the lessee. The City of Durant is not responsible for any new fencing.
 - e. Any improvements of a permanent nature to the property made by Lessee shall remain on the property after termination of the lease. No improvements shall be made without written permission of the City.

- f. Lessee, as a part of the consideration of this lease, agrees that he will not hold the City of Durant liable for any equipment damage or injury incurred during the performance of this lease.
6. The City of Durant reserves the right to cancel this lease or reduce the area to be leased upon 30 days notice prior to the anniversary date of any lease if such tract or portion of tract is required for municipal use. If any lease area is reduced, the lease amount shall be reduced proportionately.

As long as the Lessee performs all of the covenants and conditions of this lease and abides by the rules and regulations, they shall have peaceful and quite enjoyment of the leased property.

In witness hereof, the Lessor and Lessee have executed this lease the day and year first above written.

City of Durant, Oklahoma
(Lessor)

Acting Mayor

ATTEST:

Cynthia J. Price, City Clerk

Lessee

Rex Williams III
P.O. Box 900
Calera, OK 74730
(580) 437-2721



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The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: 1. Consider Award of Bid for Durant Multi Sports Complex Agricultural Hay Lease;
2. Consider Approval of Durant Multi Sports Complex Agricultural Hay Lease (C-2023-04).

A courtesy notice of bid was sent to six prospective bidders. The bid was advertised on the City of Durant website continuously from December 28, 2022 through January 23, 2023. Five bids were received (see attached Bid Tab Sheet). Staff recommends the bid be awarded to the highest bidder, Michael Forbis. Staff recommends approval of contract.

Council Information / Action Requested

1. Award of Bid for Durant Multi Sports Complex Agricultural Hay Lease;
2. Approval of Agricultural Hay Lease for Durant Multi Sports Complex (C-2023-04).

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

ATTACHMENTS:

1. Bid Tab Sheet
2. DMSC Agricultural Hay Lease for Signature

**City of Durant
Bid Tabulation Sheet**

Agricultural Hay Lease – Durant Multi Sports Complex

Bid Deadline: January 23, 2023 @ 10:45am

Bid Term: 3 years

BIDDER	AMOUNT
Michael Forbis P.O. Box 216 Calera, OK 74730 (580) 931-7564	\$2685/yr
Cole Craige P.O. Box 383 Bokchito, OK 74726 (580) 775-1777	\$1000/yr
Rex Williams III P.O. Box 900 Calera, OK 74730 (580) 437-2721	\$1700/yr
Brian Hart 6118 Bray Road Bokchito, OK 74726 (580) 920-3618	\$800/yr
Kevin Dale 137 Country Club Road Durant, OK 74701 (580) 916-1470	\$750/yr

IN ATTENDANCE:

Cynthia Price, City Clerk
Ryan Brewer, Parks and Recreation Manager
Phillip Hightower, Public Works Director

STAFF RECOMMENDATION:

Michael Forbis

STATE OF OKLAHOMA)
)
 COUNTY OF BRYAN) SS: AGRICULTURAL HAY LEASE

This lease agreement entered into this ____ day of _____, 2023, by and between the City of Durant, hereinafter referred to as LESSOR and Michael Forbis, hereinafter referred to as LESSEE,

WITNESSETH:

1. That in consideration of the rental below specified and of the covenants hereinafter stipulated, the Lessor hereby leases to Lessee the property described as:

Durant Multi Sports Complex: Approximately 93 acres of land located at 1920 SE 3rd, Durant, OK, as shown in the marked area on the attached aerial photo.

2. To have and to hold the leased premises, their successors and assigns for the term of three (3) years beginning on the February 20, 2023 thru December 31, 2023; February 20, 2024 thru December 31, 2024, and February 20, 2025 thru December 31, 2025.
3. The rent for the term of this lease shall be Two Thousand Six Hundred Eighty Five Dollars (\$2,685.00) per year. Lease shall be payable in full each year (2023, 2024, 2025) on February 20th.
4. The Lessee may not assign this lease or sublet any part of said premises without the written consent of Lessor.
5. Lessee, as a part of the consideration of this lease agrees to comply with the requirements set forth below:
 - a. Lease is for hay crop only. No grazing on this tract is permissible.
 - b. All cuttable hay must be removed from city property within 30 days of baling.
 - c. Grounds can be weed sprayed. No irrigation is to be supplied by the City of Durant.
 - d. Do not cut any fence. If you need to add or widen a gate the expense will be the responsibility of the lessee. The City of Durant is not responsible for any new fencing.
 - e. Any improvements of a permanent nature to the property made by Lessee shall remain on the property after termination of the lease. No improvements shall be made without written permission of the City.

- f. Lessee, as a part of the consideration of this lease, agrees that he will not hold the City of Durant liable for any equipment damage or injury incurred during the performance of this lease.
6. The City of Durant reserves the right to cancel this lease or reduce the area to be leased upon 30 days notice prior to the anniversary date of any lease if such tract or portion of tract is required for municipal use. If any lease area is reduced, the lease amount shall be reduced proportionately.

As long as the Lessee performs all of the covenants and conditions of this lease and abides by the rules and regulations, they shall have peaceful and quite enjoyment of the leased property.

In witness hereof, the Lessor and Lessee have executed this lease the day and year first above written.

City of Durant, Oklahoma
(Lessor)

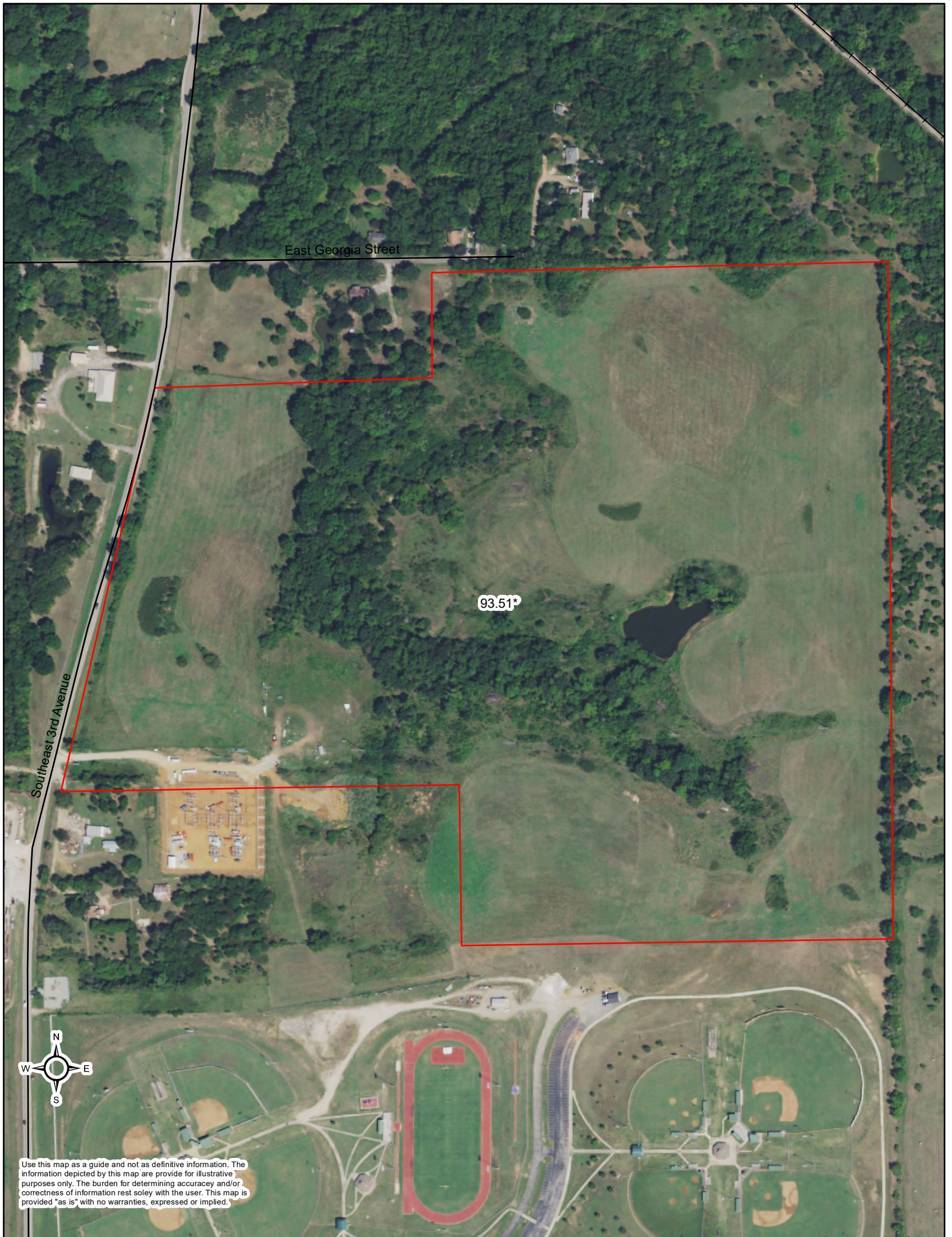
Acting Mayor

ATTEST:

Cynthia J. Price, City Clerk

Lessee

Michael Forbis
P.O. Box 216
Calera, OK 74730
(580) 931-7564



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The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: 1. Consider Award of Bid for Lake Durant Agricultural Hay Lease;
2. Consider Approval of Agricultural Hay Lease for Lake Durant (C-2023-05).

A courtesy notice of bid was sent to six prospective bidders. The bid was advertised on the City of Durant website continuously from December 28, 2022 through January 23, 2023. Four bids were received (see attached Bid Tab Sheet). Staff recommends the bid be awarded to the highest bidder, Rex Williams III. Staff recommends approval of contract.

Council Information / Action Requested

1. Award of Bid for Lake Durant Agricultural Hay Lease;
2. Approval of Agricultural Hay Lease for Lake Durant (C-2023-05).

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

ATTACHMENTS:

1. Bid Tab Sheet
2. Lake Durant Agricultural Hay Lease for Signature

**City of Durant
Bid Tabulation Sheet**

Agricultural Hay Lease – Lake Durant

Bid Deadline: January 23, 2023 @ 11:00am

Bid Term: 5 years

BIDDER	AMOUNT
Brian Hart 6118 Bray Road Bokchito, OK 74726 (580) 920-3618	\$1000/yr
Rex Williams III P.O. Box 900 Calera, OK 74730 (580) 437-2721	\$3800/yr
Cole Craige P.O. Box 383 Bokchito, OK 74726 (580) 775-1777	\$2300/yr
Robert Self 36093 SR 78 Durant, OK 74701	\$2865/yr

IN ATTENDANCE:

Cynthia Price, City Clerk
Ryan Brewer, Parks and Recreation Manager
Phillip Hightower, Public Works Director

STAFF RECOMMENDATION:

Rex Williams III

STATE OF OKLAHOMA)
)
 COUNTY OF BRYAN) SS: AGRICULTURAL HAY LEASE

This lease agreement entered into this ____ day of _____, 2023, by and between the City of Durant, hereinafter referred to as LESSOR and Rex Williams III, hereinafter referred to as LESSEE,

WITNESSETH:

1. That in consideration of the rental below specified and of the covenants hereinafter stipulated, the Lessor hereby leases to Lessee the property described as:

Lake Durant Hay Lease: Approximately 230 acres of land located .25 miles south of US 78 off of E 2020 Road, as shown in the marked area on the attached aerial photo.

2. To have and to hold the leased premises, their successors and assigns for the term of five (5) years beginning on the February 20, 2023 thru December 31, 2023; February 20, 2024 thru December 31, 2024, February 20, 2025 thru December 31, 2025; February 20, 2026 thru December 31, 2026; and February 20, 2027 thru December 31, 2027.
3. The rent for the term of this lease shall be Three Thousand Eight Hundred Dollars (\$3,800.00) per year. Lease shall be payable in full each year (2023, 2024, 2025, 2026, 2027) on February 20th.
4. The Lessee may not assign this lease or sublet any part of said premises without the written consent of Lessor.
5. Lessee, as a part of the consideration of this lease agrees to comply with the requirements set forth below:
 - a. Lease is for hay crop only. No grazing on this tract is permissible.
 - b. All cuttable hay must be removed from city property within 30 days of baling.
 - c. Grounds can be weed sprayed. No irrigation is to be supplied by the City of Durant.
 - d. Do not cut any fence. If you need to add or widen a gate the expense will be the responsibility of the lessee. The City of Durant is not responsible for any new fencing.
 - e. Any improvements of a permanent nature to the property made by Lessee shall remain on the property after termination of the lease. No improvements shall be made without written permission of the City.

- f. Lessee, as a part of the consideration of this lease, agrees that he will not hold the City of Durant liable for any equipment damage or injury incurred during the performance of this lease.
6. The City of Durant reserves the right to cancel this lease or reduce the area to be leased upon 30 days notice prior to the anniversary date of any lease if such tract or portion of tract is required for municipal use. If any lease area is reduced, the lease amount shall be reduced proportionately.

As long as the Lessee performs all of the covenants and conditions of this lease and abides by the rules and regulations, they shall have peaceful and quite enjoyment of the leased property.

In witness hereof, the Lessor and Lessee have executed this lease the day and year first above written.

City of Durant, Oklahoma
(Lessor)

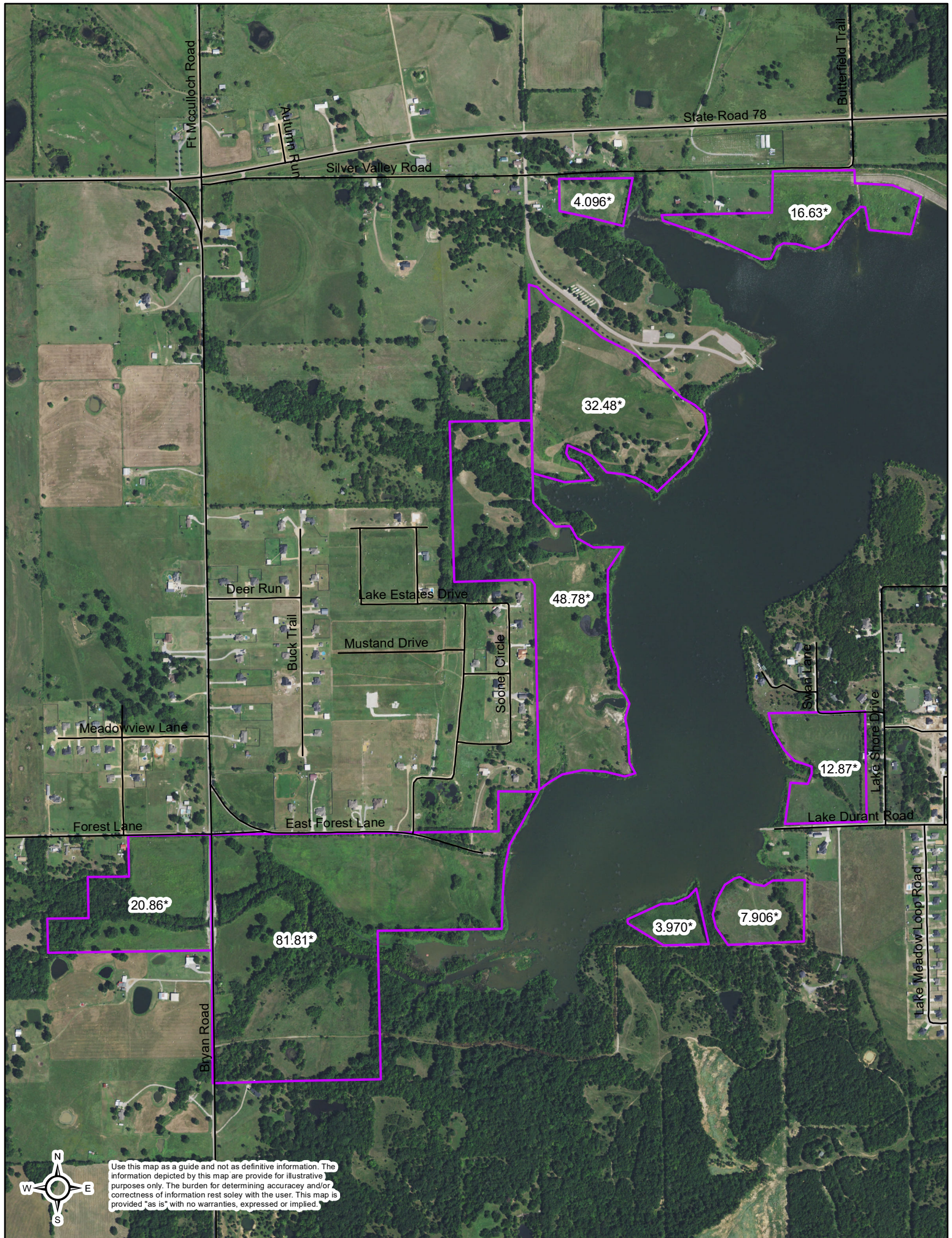
Acting Mayor

ATTEST:

Cynthia J. Price, City Clerk

Lessee

Rex Williams III
P.O. Box 900
Calera, OK 74730
(580) 437-2721



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The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: 1. Consider Award of Bid for Durant Regional Airport Agricultural Hay Lease;
2. Consider Approval of Agricultural Hay Lease for Durant Regional Airport (C-2023-06).

A courtesy notice of bid was sent to six prospective bidders. The bid was advertised on the City of Durant website continuously from December 28, 2022 through January 23, 2023. Three bids were received (see attached Bid Tab Sheet). Staff recommends the bid be awarded to the highest bidder, Rex Williams III. Staff recommends approval of contract.

Council Information / Action Requested

1. Award of Bid for Durant Regional Airport Agricultural Hay Lease;
2. Approval of Agricultural Hay Lease for Durant Regional Airport (C-2023-06).

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

ATTACHMENTS:

1. Bid Tab Sheet
2. C-2023-06 Agricultural Hay Lease for Durant Regional Airport

**City of Durant
Bid Tabulation Sheet**

Agricultural Hay Lease - Airport

Bid Deadline: January 23, 2023 @ 10:00am

Bid Term: 1 year

BIDDER	AMOUNT
Rex Williams III P.O. Box 900 Calera, OK 74730 (580) 437-2721	\$20000/yr
Cole Craige P.O. Box 383 Bokchito, OK 74726 (580) 775-1777	\$10000/yr
Michael Forbis P.O. Box 216 Calera, OK 74730 (580) 931-7564	\$16875/yr

IN ATTENDANCE:

Cynthia Price, City Clerk
Ryan Brewer, Parks and Recreation Manager
Phillip Hightower, Public Works Director

STAFF RECOMMENDATION:

Rex Williams III

STATE OF OKLAHOMA)
)
 COUNTY OF BRYAN) SS: AGRICULTURAL HAY LEASE

This lease agreement entered into this ____ day of _____, 2023, by and between the City of Durant, hereinafter referred to as LESSOR and Rex Williams III, hereinafter referred to as LESSEE,

WITNESSETH:

1. That in consideration of the rental below specified and of the covenants hereinafter stipulated, the Lessor hereby leases to Lessee the property described as:

Durant Regional Airport: Approximately 719 acres of land located at 10 Waldron Road, Durant, OK, as shown in the marked area on the attached aerial photo.

2. To have and to hold the leased premises, their successors and assigns for the term of one (1) year beginning on February 20, 2023 thru December 31, 2023
3. The rent for the term of this lease shall be Twenty Thousand Dollars (\$20,000.00).
4. The Lessee may not assign this lease or sublet any part of said premises without the written consent of Lessor.
5. Lessee, as a part of the consideration of this lease agrees to comply with the requirements set forth below:
 - a. Lease is for hay crop only. No grazing on this tract is permissible.
 - b. All cuttable hay must be removed from city property within 30 days of baling.
 - c. Grounds can be weed sprayed. No irrigation is to be supplied by the City of Durant.
 - d. Do not cut any fence. If you need to add or widen a gate the expense will be the responsibility of the lessee. The City of Durant is not responsible for any new fencing.
 - e. Any improvements of a permanent nature to the property made by Lessee shall remain on the property after termination of the lease. No improvements shall be made without written permission of the City.
 - f. Lessee, as a part of the consideration of this lease, agrees that he will not hold the City of Durant liable for any equipment damage or injury incurred during the performance of this lease.

6. The City of Durant reserves the right to cancel this lease or reduce the area to be leased upon 30 days notice prior to the anniversary date of any lease if such tract or portion of tract is required for municipal use. If any lease area is reduced, the lease amount shall be reduced proportionately.

7. The City of Durant will install a fence and gate around the unfenced portion of the bid property on the west side of the airport to allow the Lessee the opportunity to obtain the hay and protect it from grazing cattle.

As long as the Lessee performs all of the covenants and conditions of this lease and abides by the rules and regulations, they shall have peaceful and quite enjoyment of the leased property.

In witness hereof, the Lessor and Lessee have executed this lease the day and year first above written.

City of Durant, Oklahoma
(Lessor)

Acting Mayor

ATTEST:

Cynthia J. Price, City Clerk

Lessee

Rex Williams III
P.O. Box 900
Calera, OK 74730
(580) 437-2721



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: 1. Consider Award of Bid for Durant Multi Sports Complex Parking Lot Resealing;
2. Consider Approval of Durant Multi Sports Complex Parking Lot Resealing Contract (C-2023-09).

A courtesy notice of bid was sent to four prospective bidders. The bid was advertised on the City of Durant website continuously from January 11, 2023 through February 6, 2023. Two bids were received (see attached Bid Tab Sheet). The bid from Miller Asphalt stated conditions which were less than required in the bidder specifications. Additionally, Miller Asphalt failed to complete the Business Relationship Affidavit which was required to be included with the bid upon submittal. Staff recommends the bid be awarded to J & L Paving LLC. Staff recommends approval of contract with J&L Paving LLC.

Council Information / Action Requested

1. Award of Bid for Durant Multi Sports Complex Parking Lot Resealing;
2. Approval of Durant Multi Sports Complex Parking Lot Resealing Contract (C-2023-09).

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

ATTACHMENTS:

1. Bid Tab Sheet
2. Bid Specifications
3. Miller Asphalt
4. J and L Paving LLC
5. C-2023-09 Construction Contract with J and L Paving for Resealing of DMSC Parking Lot

**City of Durant
Bid Tabulation Sheet**

Durant Multi Sports Complex Parking Lot Resealing

Bid Deadline: February 6, 2023 @ 11:00am

BIDDER	Amount	Conditions
Miller Asphalt 2302 Highway 785 Durant, OK 74701	\$79,000.00	Areas that I seen needs patched is on entrance of sports complex on North side. There is a lot of cracked areas once inside sports complex. All areas inside looks to be cracked but that where commercial sealer is to be applied with patching on holes that already exist.
J & L Paving LLC 3737 Lamar Avenue, Ste. 700 Paris, TX 75460	\$366,485.96	

IN ATTENDANCE:

**Ryan Brewer, Parks and Recreation Manager
Phillip Hightower, Public Works Director
Cynthia J. Price, City Clerk**

STAFF RECOMMENDATION:

J & L PAVING, L.L.C.

SPECIFICATIONS

General:

All work shall comply with the City of Durant's Code of Ordinance (97.045) and (97.046)

Project Scope of Work:

1. Resealing, repairing broken areas, and repainting/restriping the parking lot lines.
2. Grade to drain
3. Installation of 4"- 6" of Asphalt Concrete Pavement

PROPOSAL

TO: CITY OF DURANT
DURANT, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Durant, Oklahoma; and,

CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed and as set forth in the Contract.

Total Lump Sum Project Cost:

\$ 79,000⁰⁰

DATED THIS 24 DAY OF January 2023.

Respectfully submitted,

SIGNATURE: [Signature] TITLE: Owner

PRINTED NAME: Chunay Miller COMPANY: Miller Asphalt

Areas that i seen needs patched is on entrance of Sports complex on North side there is alot of cracked Areas once inside Sports complex All Areas inside looks to be cracked But that where commercial sealer is to be Applied with patching on holes that already

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

NA I am the Bidder

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in the effect or which existed within one (1) year prior to the date of this statement with any party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director or the bidding company and any other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission Expires:

PROPOSAL

TO: CITY OF DURANT
DURANT, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Durant, Oklahoma; and,

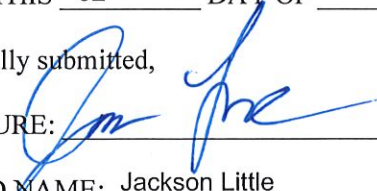
CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed and as set forth in the Contract.

Total Lump Sum Project Cost: \$ 366,485.96

DATED THIS 02 DAY OF Feburary 2023.

Respectfully submitted,

SIGNATURE:  TITLE: Project Manager

PRINTED NAME: Jackson Little COMPANY: J&L Paving LLC

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is dated this _____ day of February, 2023

CLIENT

City of Durant, Oklahoma, 300 W. Evergreen St., Durant, OK 74701
(the "Client")

CONTRACTOR

J & L Paving, LLC 3737 Lamar Ave., Paris, TX 75460
(the "Contractor")

A. BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Resealing of Approximately 318,712 SF of Parking Areas at the Durant Multi Sports Complex as set forth in attached bid documents which are hereby incorporated by reference as part of the Contract and all terms applicable.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF CONTRACT

3. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Contract prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

CURRENCY

6. Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client a flat fee of \$366,485.96 for the Services (the "Compensation").
8. The Contractor will invoice the Client when the Services are complete.
9. Invoices submitted by the Contractor to the Client are due within 60 days of receipt.
10. In the event that this Contract is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
11. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Contract.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to,

accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.
14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Contract, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

17. Upon the expiration or termination of this Contract, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
18. In the event that this Contract is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Contract.

RIGHT OF SUBSTITUTION

20. Except as otherwise provided in this Contract, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Contract and the Client will not hire or engage any third parties to assist with the provision of the Services.

21. In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Contract, the sub-contractor is an agent of the Contractor.

AUTONOMY

22. Except as otherwise provided in this Contract, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Contract. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

23. Except as otherwise provided in this Contract, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

24. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

25. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

- City of Durant
300 W. Evergreen St., Durant, OK 74701
- J & L Paving, LLC
3737 Lamar Ave., Paris, TX 75460

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

26. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

ADDITIONAL CLAUSE

27. Failure to complete project within ninety (90) days of beginning will obligate contractor to liquidated damages in the amount of \$1,200.00 per day.

MODIFICATION OF CONTRACT

28. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding

if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

29. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

ASSIGNMENT

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Client.

ENTIRE AGREEMENT

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

ENUREMENT

32. This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

35. This Contract will be governed by and construed in accordance with the laws of the State of Oklahoma.

SEVERABILITY

36. In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

WAIVER

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

City of Durant

Per:

(Seal)

Officer's Name: _____

J & L Paving, LLC

Per:

(Seal)

Officer's Name: _____



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Nichole Tucker, Economic Development Director
Re: Consider Action on the expenditure of Economic Development Sales Tax funds in the amount of \$80,000 to United Manufacturing and Distribution, LLC for the remediation of property owned by Durant Industrial Authority at 68 Waldron Road.

Council Information / Action Requested

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

ATTACHMENTS:

1. UMD Contract C-2022-84
2. Durant Industrial Authority Minutes 02.07.2023



2801 Richmond Road #195
 Texarkana, Texas 75503
 1-800-749-0862

VENDOR # 6475
 GL # 020-017-530-3051

Contractor Agreement Remediation Project 22-1216-DOK01
68 Waldron Road Site Durant Oklahoma Rev 1

1. Parties of the Agreement

Contractor: United Manufacturing and Distribution, LLC Contact person: Robert C Smith Address: 2801 Richmond Road #195 Texarkana, TX 75503 Telephone: 800-749-0862 E-Mail: rcsmith@umandis.com Hereafter referred to as "Contractor "	Client: Durant Industrial Authority Contact: Nichole Tucker Address: 300 West Evergreen Durant, OK 74701 Telephone: 580-931-6645 E-Mail: ntucker@durant.org Hereafter referred to as "Client"
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2. Term of Agreement

Start date: 12-16-2022

End date: Open due to review by third party review USEPA or OKDEQ Estimated 30 days

Working hours: As required per scope of work

The Contractor or Client may terminate this Agreement with 72 hour notice to client. Work completed upon cancellation is still owed to Contractor

This agreement terminates automatically when the agreed assignment is completed, unless the parties agree otherwise.

3. Services to Be Performed

- 1 – Place chemical booms/pads in appropriate areas to prevent spread of contamination, acid, and metals (specifically aluminum). Tarp areas of observed or measured low pH and to secure areas to prevent further expansion of liquids or migrating off site.
- 2 – Secure and evaluate the acid tank to ensure no additional releases can occur and any remaining H_2SO_4 is able to be maintained without further leaking.
- 3 – If the tank is unable to be utilized to maintain any remaining H_2SO_4 , drain the tank and properly dispose of the H_2SO_4 . This may require neutralization, etc. prior to disposal at a licensed facility.
- 4 – Remove any standing liquid (rain/acid puddles, etc.)
- 5 – Excavate any soil in the affected area with a pH of 0-3 (considered immediate defined areas) based on sampling analysis and properly dispose of it. Excavate those affected areas until a pH of 4 or greater is reached. Leave any pH 4 or > in place. We will define the affected area in this scope to be the immediate area around the leaking tank and any visible puddles or liquids around the tank. Further remedial activity will be conducted when laboratory analysis is performed for RCRA metals on soil taken from the site and presented to your current commercial laboratory. The price will include a descriptive sample identification report that indicates where samples were pulled from the site. pH measurements will be conducted by UMD personnel in site and recorded for review by all parties from a site report. We will collect a sample off site adjacent to the property that has not been affected by the spill for background determination for soil metal content and sent to your laboratory. We are estimating approximately 6 to 20 samples to be collected for RCRA metals from the site, including any areas that indicate low pH content.
- 6 – Evaluate affected areas for RCRA metals and aluminum. Additional emergency remediation may be required based on sample analysis. Analysis sent to third party accredited laboratory offsite. Prices may be subject to change if DEQ or EPA changes the scope of work after review of lab analysis.
- 7 – On site treatment if samples reveal pH is the only contamination and soil conditioning / remedial action is approved by DEQ or EPA. Backfill excavated areas with clean soil only on approval from DEQ and EPA if required due to contamination not able to be treated on project site.

8- If soil is required to be disposed of in a manner that requires special carriers or receiving parties such as hazardous landfill, a change may be made to this agreement by Contractor upon written approval by Client to facilitate the cost increases associated with the new classification of soil involved.

9- A final site work completion report will be submitted to the client reviewing work performed and completed and for review by regulatory personnel for closure of this project. This site closure report will be forwarded within 10 (ten) business days after remedial activities have ceased on the site

10- Contractor will place appropriate signage and keep a daily check on facility to maintain coverings and booms while remedial activities are pending or on going at the site.

Note: Relationships and equipment

Unless otherwise agreed, the Contractor will provide the equipment and personnel needed to initiate and perform the task listed.

The contractor is an entity separate from the City of Durant and will operate as an independent contractor to the City of Durant. The Contractor is NOT responsible for any other contamination or remedial work required on the site other than that associated with the Spill or Leak on the site listed.

The Client agrees to have all service lines marked on the remediation suite for excavation work to begin. Costs associated with the marking of utility lines will be the responsibility of the Client.

4. Compensation

The Contractor will be paid Eight Thousand Dollars (or \$8,000.00) of the projected costs associated with this agreement within ten days of issuing a start work order. **Order received 12-16-2022.** The remaining balance for work completed on the site will be invoiced in Terms of 2% Discount Net 10 or Net 30 day payment of balance in full. Estimate for site remediation and treatment of soils associated with remedial activity (non Hazardous Disposal) on site and erosion control seeding are \$80,000.00.

5. Proprietary Information

The Client acquires ownership, and any other right to programs, analyses, reports, documents and the like, which the Contractor produces as part of this agreement. A final copy of all documents associated with this remedial action will also be maintained by the Contractor for a period of 10 years before destruction of said materials.

6. Indemnification

The Contractor assumes responsibility, if the Client suffers a loss due to direct consequence of the Contractor's failure to comply with this agreement or has shown gross negligence in connection with the performance of the work as described.

The Contractor is responsible to for all statutory liability and occupational injury insurance for himself and any employees.

7. Confidentiality

Customer and consultant have confidentiality in relation to both parties' private and internal acts, as well as the knowledge they may gain to each other's business relations in connection with the assignment's execution. This is also applicable after the expiration of the contract.

The customer may issue further instructions, including, for example, requesting a non-disclosure agreement.

8. Delays

The Contractor is not responsible for delays due to weather or review of documents submitted to regulatory personnel that may delay the closure of this project.

The consultant is not responsible for any delays based on customer circumstances that may delay the closure of this project.

9. Cancellation or Closure of this Agreement

In the event that one of the parties fails to fulfil its obligations under the contract and the terms and conditions attached thereto, the other party is entitled to terminate the contract with 72 hour written notice of such cancellation. The Contractor will have 72 hours to remedy any issues as seen a "cause" for the cancellation if identified by Client.

The agreement is considered closed at the receipt of final payment for invoices associated with the agreement.

In the event of a disagreement between the parties in connection with the agreement, which cannot be resolved in principle, each of the parties ne entitled to refer the case to arbitration.

10. Signatures

Both parties confirm that they have read and understood this agreement which is valid when both parties have signed. If changes are made to the contract, or added to the contract, these must also be signed for validity.

Contractor First and last name: Robert C Smith (Electronic Signature Acceptable) Company: United Manufacturing and Distribution , LLC Date: 12-16-2022  General Manager 	Client First and last name: Nichole Trucker Client Name : Durant Industrial Authority Date:12-16-2022 
Signature	Signature

MINUTES OF THE MEETING OF DURANT INDUSTRIAL AUTHORITY
February 7, 2023 AT 4:00 PM, Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma

CALL TO ORDER

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

INVOCATION/FLAG SALUTE

Chairman Jeff Hammock provided the invocation.

ROLL CALL

Present:

Trustee Mike Davis

Trustee Jeff Shattuck

Trustee Cole Walker- **Sworn in by Cynthia Price**

Vice Chairman Rogers

Chairman Jeff Hammock

Advisory Member Tammye Gwin

Absent:

Trustee Steve Brittingham

Trustee Grace Rudolf

Advisory Member Thomas Newsom

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 January 3, 2023 Meeting Minutes

Motion was made by Vice Chairman Brett Rogers and seconded by Trustee Jeff Shattuck to approve the January 3, Meeting Minutes.

Motion Passed with the following vote:

Ayes: Davis, Shattuck, Walker, Rogers, Hammock
Nays: None
Abstain: None

2. Consider Items Removed from Consent

3. Information Items

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

4. Administration

- a. Consider Action on the expenditure of Economic Development Sales Tax funds in the amount of \$80,000 to United Manufacturing and Distribution, LLC for the remediation of property owned by Durant Industrial Authority at 68 Waldron Road.

Motion was made by Trustee Jeff Shattuck and seconded by Vice Chairman Brett Rogers to use the sales tax fund to pay for and put it back into property and within put back into the Authority of the 010 account

Motion Passed with the following vote:

Ayes: Davis, Shattuck, Walker, Rogers, Hammock
Nays: None
Abstain: None

- b. Discuss, Consider and Take Action on requesting bids for Scope of Work and Cost associated with the Completion of the 68 Waldron Road Facility Interior Contamination of DIA-owned Property Located at 64 Waldron Road.

Motion was made by Vice Chairman Brett Rogers and seconded by Trustee Mike Davis to make a motion for the Executive Director to obtain bids regarding 4b.

Motion Passed with the following vote:

Ayes: Davis, Shattuck, Walker, Rogers, Hammock
Nays: None
Abstain: None

5. Executive Session

6. New Business

ADJOURNMENT

Motion was made by Vice Chairman Brett Rogers and seconded by Trustee Jeff Shattuck to Adjourn

Motion Passed with the following vote:

Ayes: Davis, Shattuck, Walker, Rogers, Hammock

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Lisa Taylor, City Manager
Re: Consider Approval of Resolution R-2023-03 Establishing an Annual Fee for Local Businesses Operating as Mobile Boutiques at Special Events; Adding to Fee Schedule

Council Information / Action Requested

Approval of Resolution R-2023-03 Establishing an Annual Fee for Local Businesses Operating as Mobile Boutiques at Special Events; Adding to Fee Schedule

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

ATTACHMENTS:

1. Resolution R-2023-03 Establishing an Annual Fee for Local Businesses Operating at Mobile Boutiques at Special Events; Adding to Fee Schedule

RESOLUTION NO. R- 2023-03

RESOLUTION OF THE CITY OF DURANT ESTABLISHING AN ANNUAL FEE FOR LOCAL BUSINESSES OPERATING AS MOBILE BOUTIQUES AT SPECIAL EVENTS; ADDING TO FEE SCHEDULE

WHEREAS, the City of Durant maintains a fee schedule to inform the public of the various fees; and,

WHEREAS, currently the City charges and the fee schedule reflects fees for mobile boutiques as follows:

Mobile Boutique Permit (3 day)	\$25.00
Mobile Boutique Permit (1 month)	\$70.00
Mobile Boutique Permit (Annual)	\$250.00

WHEREAS, local merchants often operate as mobile boutiques at organized special events; and,

WHEREAS, local merchants have already invested in a fixed location of a business and the City of Durant intends to provide local business an affordable way to operate at special events; and,

WHEREAS, state statutes require that the fees be publicly posted.

NOW THEREFORE BE IT RESOLVED by the Durant City Council that a new fee is established in an amount of \$70.00 for an annual Mobile Boutique Permit that allows a business with a permanent location in Durant to participate as a “mobile boutique” in event(s) for which the sponsoring entity has purchased a Special Event permit. For purposes of this fee, “permanent location” shall be defined as a storefront or like building in a commercial or central business district zone owned or leased by the business and open regular business hours to the public.

BE IT FURTHER RESOLVED that the Clerk is directed to amend and post the fee schedule.

PASSED AND APPROVED this 14th day of February, 2023, by the Durant City Council.

ATTEST:

Cynthia J. Price, City Clerk

Mayor

Reviewed for form and legality:

City Attorney



The City of Durant

Memorandum

Date: 2/14/2023
To: Mayor and City Council
From: Lisa Taylor, City Manager
Re: Consider Approval of Resolution R-2023-02 Amending Certain Fees on the Fee Schedule;
Directing Posting

Council Information / Action Requested

Approval of Resolution R-2023-02 Amending Certain Fees on the Fee Schedule; Directing Posting

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

ATTACHMENTS:

1. Resolution No. R-2023-02 Amending Certain Fees on the Fee Schedule; Directing Posting
2. Parks Department Fee Schedule Justifications

RESOLUTION NO. R-2023-02

RESOLUTION OF THE CITY OF DURANT AMENDING CERTAIN FEES ON THE FEE SCHEDULE; DIRECTING POSTING.

WHEREAS, the City of Durant maintains a fee schedule to inform the public of the various fees; and,

WHEREAS, fees are from time to time updated and modified; and,

WHEREAS, state statutes require that certain fees be publicly posted.

NOW THEREFORE BE IT RESOLVED by the Durant City Council that the current fee schedule is hereby amended as set forth in “Exhibit A” attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED that the Clerk is directed to post the amended fee schedule.

PASSED AND APPROVED this 14th day of February, 2023, by the Durant City Council.

ATTEST:

Cynthia J. Price, City Clerk

Mayor

Reviewed for form and legality:

City Attorney

EXHIBIT A

FEES AND OTHER CHARGES

FEE SCHEDULE

Section	Fee Description	Amount (in dollars)	
Administration			
Public Records Requests	Photocopy Costs, per page up to 8.5 x 14	\$0.25	
	Photocopy Costs, per page larger than 8.5 x 14	\$0.50	
	Certified Photocopy Costs, per page	\$1.00	
	Items on CD-ROM or DVD-ROM (additional charge of time to copy to media will apply if employee time exceeds 60 minutes)	\$5.00	
	Items on citizen supplied media (charge of time to copy to media will apply if employee time exceeds 60 minutes)	TBD	
	Returned Check Fee	\$45.00	
	Fingerprint Fee	\$25.00	
	Deferment Fee	\$40.00 plus the amount of ticket	
	Property Abatement Fee	Actual Costs	
	Property Condemnation Fee	Actual Costs	
	Asbestos Inspection Fee (per structure)	Actual cost of materials and shipping plus \$25.00	
Equipment Costs	See Current FEMA Schedule of Equipment Rates https://www.fema.gov/assistance/public/schedule-equipment-rates		
	Actual Cost of Labor		
Airport			
Hangar Rental Monthly Rates			
Building #	Hangar Type & Number	Monthly Rate	Discounted Annual Rate*
4	Box Hangar (1-2)	\$400.00	\$4,400.00
4	Box Hangar (3-12)	\$310.00	\$3,410.00
8	Box Hangar (1-4)	\$440.00	\$4,840.00
8	Box Hangar (5-12)	\$350.00	\$3,850.00
10	T-Hangar (1-9)	\$230.00	\$2,530.00
10	T-Hangar (10)	\$340.00	\$3,740.00
12	T-Hangar (1)	\$230.00	\$2,530.00
12	T-Hangar (2)	\$340.00	\$3,740.00
12	T-Hangar (3-8)	\$230.00	\$2,530.00
12	T-Hangar (9)	\$260.00	\$2,860.00
12	T-Hangar (10)	\$310.00	\$3,410.00
24	Corp Hangar (A-D)	\$730.00	\$8,030.00
*For Annual payments, one year in advance, one month discount has been given (Discount does not apply for late payments)			
After Hours Call Out Fees	After Hours Call Out Fee	\$100.00 initial; plus \$50.00 per person	
Overnight Parking Fees	Single/Twin Engine Overnight Parking	\$5.00 - \$10.00/night – 3 nights Waived with 100-gallon fuel purchase	
	Turbine/Jet Overnight Parking	\$5.00 - \$10.00/night – 3 nights Waived with 200-gallon fuel purchase	
Ramp Fees	General Aviation Aircraft Ramp Fee	\$25.00 per night	
All ramp fees can be waived with a 200-gallon fuel purchase and at the discretion of the Airport Director	Small Turbo Props/Large Piston Ramp Fee	\$50.00 per night	
	Large/Twin Turbo Props Ramp Fee	\$75.00 per night	
	Jet Ramp Fee	\$100.00 per night	

	Relocation of Aircraft	\$25.00 - \$100.00 based on size and type
	Airport Facility Fee/Conference Room Fee	\$100.00 per day
Animal Control		
Impound Fees and Costs	Impound Fee	\$10.00
	Redemption Fee	\$10.00
	Boarding Fee	\$7.00 per day
	Publication of Notice and Animal Care (including veterinary)	Actual Cost
	Pet Adoption Fees	No Charge
	Sterilization Deposit	\$35.00
License Fees	Dangerous Animals – additional license surcharge	\$10.00
	Kennels, Catteries, and Pet Shops – Annual	\$100.00
	Exotic Animal Owner Permit	\$2,400.00
Buildings and Building Regulations (All permits are subject to an additional \$4.00 State Fee)		
Residential Permit Fees	New Construction (Does not include Floodplain permit or MEP's; pulled separate)	\$0.35 per square foot (\$250.00 minimum)
	Remodel Construction (Does not include Floodplain permit or MEP's; pulled separate)	\$0.35 per square foot (\$100.00 minimum)
Commercial Permit Fees	New Commercial, Industrial, Warehouse Construction (Does not include Floodplain permit or MEP's; pulled separate)	\$0.35 per square foot (\$250.00 minimum)
	Remodel Commercial, Industrial, Warehouse Construction (Does not include Floodplain permit or MEP's; pulled separate)	\$0.35 per square foot (\$100.00 minimum)
Other Charges and Fees	Certificate of Occupancy	\$150.00
	Fencing	\$50.00
	Accessory Buildings	\$75.00
	Swimming Pools	\$150.00
	Roofing Residential	\$75.00
	Roofing Commercial	\$150.00
	Demolition	\$100.00
	Building/Structure Relocation Fee	\$50.00
	Electrical Permit	\$0.05 per square foot
	Plumbing Permit	\$0.05 per square foot
	Mechanical Permit	\$0.05 per square foot
	Fire, Health/Safety Code Compliance Certification Fee	\$50.00
	Zoning Code Compliance Certification Fee	\$50.00
	Antenna & Antenna Support Permit Fee	\$500.00
	Roll Off Permit Fee (Annual)	\$100.00 annually
	Non-Permanent Structure	N/A
	Permanent Structure	\$300.00
	Residential Building Inspection Fee	\$50.00/trade per inspection
	Commercial Inspection Fee	\$50.00/trade per inspection
	Electrical Inspection Fee	\$50.00/trade per inspection
	Plumbing or Mechanical Inspection Fee	\$50.00/trade per inspection
	Red Tag Fee	\$100.00 per visit
	Onsite Consultations	\$50.00 per labor hour (2 hour minimum)
	Night, Weekend, Holiday Inspections	\$75.00 per hour (2 hour minimum)
	Contractor License—Electrical, Mechanical, Plumbing, Roofing	\$100.00 annually (expires June 30 each year)
Signs	New Sign Construction Permit	\$200.00
	Sign Modification Permit	\$75.00
	New Sign/Modification Permit	\$25.00
	Temporary Sign Permit	\$40.00
	Billboard Sign Permit	\$500.00
Floodplain Development		
	Floodplain Development Review	\$300.00
	Flood Hazard Development Review	\$100.00
	Floodplain Development Inspection	\$100.00
	The floodplain fee schedule shall not exceed a cumulative amount of \$500.00, in accordance with the Title 82, Section 1604, Item 4.	

Engineering Review		
	In-House Engineering Review	\$500.00
	Consultant Engineering Review	\$50.00 plus invoiced cost
Plan Review Fee		
		25% of permit fee
Cemetery		
	Burial Plot	\$425.00
	Maintenance Fee (one time only, due at time of each burial)	\$75.00
	Highland Cemetery Chapel Rental Fee	\$200.00
	Pavilion Rental (if deceased will not be buried at Highland Cemetery)	\$100.00
	Deed Transfer Fee	\$25.00
Emergency Response Rate Schedule		
Structure Fire (Including Mobile Homes and Outbuilding)	*Minimum charge for first hour, first assignment (three apparatus typical with staff vehicle)	\$750.00*
	For each additional apparatus for the first hour	\$250.00
	For each apparatus for each additional hour or portion thereof	\$250.00
Hazardous Material Response	*Minimum charge for first hour, first alarm assignment (three apparatus typical with staff vehicle)	\$750.00*
	Hourly rate as listed plus actual replacement cost of materials to include, but not limited to: disposable supplies, personal protective equipment, monitoring equipment, and other contaminated unusable equipment. Additional charges may be incurred for specialized equipment and contractors	
	For each additional apparatus for the first hour	\$250.00
	For each apparatus for each additional hour or portion thereof	\$250.00
Vehicle Fire	*minimum charger for the first hour, first alarm assignment (one apparatus typical)	\$250.00*
Wildland Fire	*minimum charge for first hour, first alarm assignment (two apparatus typical)	\$300.00*
Trash Fire	*minimum charge for first hour, first assignment (one apparatus typical)	\$200.00*
Motor Vehicle Collision	*minimum charge for first hour, first alarm assignment (two apparatus typical with staff vehicle)	\$650.00*
	For each additional apparatus for the first hour	\$250.00*
	For each apparatus for each additional hour or portion thereof	\$250.00*
Other Charges and Fees	Firefighter Stand-by	\$50.00 per hour
	Brush Truck Stand-by	\$150.00 per hour
	Engine Stand-by	\$250.00 per hour
Fire Department Permits and Plan Review		
Residential Burn Permit	2 Day Permit	\$10.00
	30 Day Permit	\$25.00
	1 Year Permit	\$100.00
Commercial Burn Permit	1 Year Permit	\$100.00
	Fire Suppression Plan Review	\$50.00/min per .03 sqft
	Fire Alarm Plan Review	\$50.00/min per .03 sqft
	Fire Sprinkler Plan Review	\$50.00/min per .03 sqft
Legal Publications in newspaper or periodicals		
		Invoiced cost of publication
Library		
Late Fees	Books & Audiobooks	\$0.10 per day
	DVDs	\$0.25 per day
	Video Games & Launch Pads	\$1.00 per day
Room Rentals	Children's Story Room	\$50.00
(room set up free)	Conference Room	\$50.00
	Black Box Theater	\$250.00
	CC Meeting Room	\$125.00
	Computer Lab	\$50.00

Private Rentals	Deposit	\$200.00
Library Services	Copies	B&W \$0.10 Color \$0.50
	Fax Sending	\$1.00 per page; additional \$0.25 after 1 page
	Fax Receiving	\$0.10 per page
	Library Card Replacement	\$3.00
	Out of County Membership	\$25.00 for 3 years
	Interlibrary Loan (first loan free per month)	\$1.50
	Proctor	\$15.00 per hour
	Laminating	\$1.00 per business card \$2.00 per 8.5 x 11 sheet \$1.50 per foot
Licenses		
Business	Business License – Annual (January 1 st -December 31 st)	No Charge
	Family Amusement Center License – Base Fee (Annual)	\$75.00
	Additional for each pool or billiard table	\$15.00
	Additional for each card table	\$5.00
	Additional for each coin-operated amusement device	\$15.00
Caterer	Caterer License – Initial	\$1,000.00
	Caterer License – Renewal	\$900.00
Winemaker	Winemaker License	\$625.00
	Small Farm Winery License (Oklahoma Grown)	\$25.00
Brewer	Brewer License	\$1,250.00
	Small Brewer License	\$50.00
Distiller	Distiller License	\$3,125.00
Retail Alcohol	On Premise Beer License – Initial	\$500.00
	On Premise Beer License – Renewal	\$450.00
	Retail Beer	\$500.00
	Retail Wine	\$1,000.00
	Retail Alcohol	\$1,500.00
Retail Spirits Store	Retail Spirits Store	\$900.00
Mixed Beverage Establishment (Bars)	Mixed Beverage Establishment – Initial	\$1,000.00
	Mixed Beverage Establishment – Renewal	\$900.00
Wholesaler	Wholesaler License	\$2,500.00
	Class B Wholesaler License	\$625.00
Itinerant Merchant	Itinerant Merchant License (1-3 Days)	\$250.00
	Itinerant Merchant License (4-7 Days)	\$500.00
	Itinerant Merchant License (Annual)	\$1,000.00
	Locally Grown Produce Vendor License (Annual)	\$100.00
Mobile Home Park	Mobile Home Park License	\$500.00
Pawn Shop	Pawn Shop License	\$25.00
Taxicab	Taxicab Business License	\$125.00
Manufactured Housing and Mobile Homes		
	Manufactured Housing Development License – Initial	\$1,500.00
	Manufactured Housing Development License – Renewal	\$500.00
	Manufactured Housing Development License Transfer	\$500.00
	Manufactured Housing Development Review	\$500.00
	Manufactured Housing Placement Inspection	\$50.00 per home
	Manufactured Housing Development Annual Inspection Fee	\$500.00
	Mobile Home Alteration or Accessory Building Permit Fee	\$75.00
	Mobile Home Permit Fee	\$100.00
Maps and Digital Data		
	8 ½ x 11 Prints	\$5.00
	11 x 17 Prints	\$6.00
	8 ½ x 11 Prints with Aerial Background	\$20.00
	11 x 17 Prints with Aerial Background	\$24.00
	Plots	\$25.00 plus 3.00/linear foot
	Plots with Aerial Background	\$50.00 plus 3.00/linear foot
	Digital Aerial Photos	\$75.00 per section
	Customer Map & Data Research and Preparation	\$50.00 per hour (2 hour minimum)
	Mapping & Electronic Fees	\$25.00

	911 Information and Shape Files	\$1,000.00 per shape file
Oil/Gas and Associated Facilities		
	Oil/Gas Drilling Permit	\$1,000.00/Well
	Oil/Gas Well Drilling Inspection	\$100.00/Site
	Oil/Gas Construction (Tank Batteries, Booster Pumps, Compressor, Pipeline)	\$1,000.00/Site
	Oil/Gas Injection Well and Secondary Recovery Program Permit	\$1,000.00/Site
	Oil/Gas License – Initial	\$7,500.00 applicable structure
	Oil/Gas License – Annual Renewal	\$1,000.00 applicable structure
	Oil/Gas Well Operation Inspection Fee	\$250.00/Site
Parks		
Baseball and Softball Fields	Field Rental All Day	\$50.00 per field/per day
	Field Rental Hourly w/ Lights	\$30.00/Hour
	Pavilion Rental Average within 50 Miles	\$10.00/hour
	Disc Golf Course Tournament Fee	\$50.00/Day
Lake		
Durant City Residents Camping	Lake Durant RV Camping Fees – Daily (28 day max.)	\$15.00 \$25.00 per day plus applicable taxes
	Lake Durant RV Camping Fees – Weekly (4 week max.)	\$87.50 \$150.00 per week plus applicable taxes
	Lake Durant RV Camping Monthly Fee (1 Month Max)	\$500.00
	Lake Durant RV Camping Cancellation Fee	\$10.00
	Lake Durant RV Domestic Sewage Disposal Fee	\$15.00 \$25.00
	Lake Durant Pavilion Reservation Fee	\$5.00 \$10.00 per hour (\$25.00 5-Hour minimum)
	Lake Durant Tent Camping	\$10.00/Day
	Disc Golf Course Tournament Fee	\$50.00/Day
Non-Durant City Residents	Lake Durant RV Camping Fees – Daily (28 day max.)	\$30.00 per day plus applicable taxes
	Lake Durant RV Camping Fees – Weekly (4 week max.)	\$175.00 per week plus applicable taxes
	Lake Durant RV Camping Cancellation Fee	\$10.00
	Lake Durant RV Domestic Sewage Disposal Fee	\$15.00
	Lake Durant Pavilion Reservation Fee	\$5.00 per hour (\$25.00 minimum of)
Multi-Sports Complex		
Baseball and Softball Fields	Field Deposit (Refundable upon satisfactory inspection)	\$25.00 per field
	Field Rental Fee with lights	\$15.00 per hour \$30.00/hour
	Tournament Use Fee	\$150.00 250.00 per field
	Durant Youth Complex Tournament Deposit	\$100.00 per day
	Durant Youth Complex – Youth League Use fee (Regular Season only)	\$10.00 \$12.00 per kid
	Tournament Team Fee	\$400.00
	Camp Fee	\$50.00 Per Kid
	Gate Fee Adult	\$10.00
	Gate Fee Student	\$5.00
	Gate Fee Senior 65+	\$6.00
	Gate Fee Weekend Pass	\$25.00
Pool		
Daily Admission	Children (0 – 5 3 years)	\$1.00 0.00
	Students (6 4 – 18 15 years)	\$3.50 \$4.00
	Adults (19 16 – 54 64 years)	\$4.00 \$5.00
	Seniors (55+ 65+ years)	\$1.00 \$4.00

Season Pass	Individual Pass	\$40.00 \$100.00
	Family (up to 3 members)	\$120.00 \$250.00
	Family (3+ members) Additional members	\$120.00 plus \$25.00 or each \$50.00 additional person after 3
Swim Lessons	Group Lessons (4 lessons Monday-Thursday)	\$65.00 per individual \$100.00
	Private Lessons (4 lessons Monday-Thursday)	\$120.00 \$150.00
	Private Lesson (1 lesson)	\$50.00
Pool Party	2 hour pool party (up to 60 guests)	\$220.00 \$300.00 ; \$100.00 deposit (non-refundable)
	Additional 30 guest	\$50.00
Petitions to the Board of Adjustments (does not include legal publication and engineering review fees)		
	Variances	\$300.00
	Appeals	\$300.00
	Expedited Hearing Fee	\$500.00
Petitions to the Planning Commission (does not include legal publication and engineering review fees)		
	Zoning Amendments	\$300.00
	Conditional Use Permits	\$300.00
	Planned Unit Developments	\$300.00
	Expedited Hearing Fee	\$500.00
Platting/Development (does not include legal publication and engineering review fees)		
	Platting/Subdivision Fee	\$300.00
	Airport Zone Permit	\$300.00
	Zoning Verification Letter	\$50.00
	Zoning Clearance	\$50.00
	Street Improvement Inspection Fee	\$500.00 plus actual cost of inspection
	Water Line Improvement Inspection Fee	\$500.00 plus actual cost of inspection
	Sanitary Sewer Improvement Inspection Fee	\$500.00 plus actual cost of inspection
	Storm Drainage Improvement Inspection Fee	\$500.00 plus actual cost of inspection
Permits		
Special Event Permit	Special Event Permit	\$25.00
Beverage Garden Permit	Beverage Garden Permit	\$50.00
Food Truck	Food Truck Permit (1 Day)	\$10.00
	Food Truck Permit (90 Days)	\$50.00
	Food Truck Permit (1 Year)	\$100.00
Firework Stand	Firework Stand Permit	\$25.00
Farmer's Market	Farmer's Market Permit	\$25.00
Mobile Boutique	Mobile Boutique Permit (3 Day)	\$25.00
	Mobile Boutique Permit (1 Month)	\$70.00
	Mobile Boutique Permit (Annual)	\$250.00
	Special Event Mobile Boutique Permit (Annual)	\$70.00
Produce	Produce Permit	\$25.00
Street Cut/Excavation Permit		
Street Cut/Excavation Permit	Minimum Application Deposit	\$200.00
	Inspection Fee	\$70.00
Type of Surface	Asphalt	\$2.00 per square foot
	Concrete	\$2.00 per square foot
	Earth	\$0.25 per square foot
	Directional Boring	\$1.00 per linear foot
	Work conducted without a permit additional 50% of cost of the permit	50% upcharge
Sanitation		

Residential Poly Cart (once per week)	Inside City Limits	\$20.35
	Additional Cart	\$11.45 each
	Outside City Limits	\$29.30
	Additional Cart	\$13.70 each
Commercial Poly Cart (once per week)	Inside City Limits	\$24.85
	Additional Cart	\$11.45 each
	Outside City Limits	\$29.90
	Additional Cart	\$13.70 each
	Poly Cart Replacement (if missing)	\$90.00
	Extra Dump Poly Cart	\$25.80
City Waste Collection Rates	Tires	\$6.00 each, 16" and below \$13.00 each, 17" and up
	One Ton Flat-Bed Load	\$49.90 per trip
	Furniture requiring 1-2 workers to collect	\$27.70 per piece
	Appliances requiring 1-2 workers to collect	\$27.70 per unit
	Freon laden appliances (refrigerators, freezers, AC units, etc.)	\$30.40 per unit
Landfill – Durant City Residents	Residential Customer C&D Landfill (min charge)	\$15.00
	Residential Customer C&D Landfill Charge per Ton (including DEQ fee)	\$30.00
Landfill – Commercial and Non-Durant City Residents	Commercial and Out of City Customer C&D Landfill (min charge)	\$25.00
	Commercial and Out of City Customer C&D Landfill Charge per Ton (including DEQ fee)	\$45.00
Landfill – Other Charges and Fees	Transfer Station MSW	\$19.30 minimum charge
	Transfer Station MSW	\$75.00 per ton
	Concrete Disposal	\$16.00 per ton
	Appliance w/ Freon	\$31.45
	Appliance w/o Freon	\$15.75
	Tires 16" and below	\$4.90
	Tires 17" and above	\$9.80
	Clean Dirt	\$10.80
	Unsecured Loads additional 50% of the cost of the load	50% upcharge
Roll Off Charge	Roll Off (container)	\$30.00 per container dumped
Roll Off \$25 one time delivery fee per container	20 yd. per dump on demand (you call)	\$307.05
	Sitting fee if no dump within the billing period (ON DEMAND ONLY)	\$208.40
	20 yd. 1x per week scheduled	\$631.85
	20 yd. 2x per week scheduled	\$1,263.75
	20 yd. 3x per week scheduled	\$1,895.60
	20 yd. 4x per week scheduled	\$2,527.45
	20 yd. 5x per week scheduled	\$3,159.35
Roll Off \$25 one time delivery fee per container	30 yd. per dump on demand (you call)	\$460.00
	Sitting fee if no dump within the billing period (ON DEMAND ONLY)	\$312.40
	30 yd. 1x per week scheduled	\$947.80
	30 yd. 2x per week scheduled	\$1,895.60
	30 yd. 3x per week scheduled	\$2,843.40
	30 yd. 4x per week scheduled	\$3,791.20
	30 yd. 5x per week scheduled	\$4,739.00
Roll Off \$25 one time delivery fee per container	40 yd. per dump on demand (you call)	\$615.25
	Sitting fee if no dump within the billing period (ON DEMAND ONLY)	\$372.85
	40 yd. 1x per week scheduled	\$1,263.75

	40 yd. 2x per week scheduled	\$2,527.45
	40 yd. 3x per week scheduled	\$3,791.20
	40 yd. 4x per week scheduled	\$5,054.95
	40 yd. 5x per week scheduled	\$6,318.65
	Relocating Roll Off Container fee	\$69.00
Commercial Rate Compactor per collection – City Owned	20 yd. self-contained	\$456.50
	30 yd. self-contained	\$684.65
	40 yd. self-contained	\$912.90
Commercial Rate Compactor per collection – Privately Owned	20 yd. compactor	\$345.60
	30 yd. compactor	\$518.40
	40 yd. compactor	\$691.05
Scheduled Collection Monthly Dumpster Rates	2 yd. dumpster (1 Collection per week)	\$69.10
	2 yd. dumpster (2 Collection per week)	\$138.25
	2 yd. dumpster (3 Collection per week)	\$207.35
	2 yd. dumpster (4 Collection per week)	\$276.50
	2 yd. dumpster (5 Collection per week)	\$345.60
	Additional pick up of 2 yd. dumpster	\$84.60
	3 yd. dumpster (1 Collection per week)	\$103.65
	3 yd. dumpster (2 Collection per week)	\$207.30
	3 yd. dumpster (3 Collection per week)	\$310.95
	3 yd. dumpster (4 Collection per week)	\$414.60
	3 yd. dumpster (5 Collection per week)	\$518.25
	Additional pick up of 3 yd. dumpster	\$126.90
Utilities		
Residential Water Inside City Limits	First 2000 gallons	\$12.00
	Next 1000 gallons	\$3.50
	Next 1000 gallons	\$3.60
	Next 1000 gallons	\$3.70
	Over 5000 gallons, rate per 1000 gallons	\$3.80
Residential Sewer Inside City Limits	First 2000 gallons	\$9.00
	Next 1000 gallons	\$2.63
	Next 1000 gallons	\$2.70
	Next 1000 gallons	\$2.78
	Over 5000 gallons, rate per 1000 gallons	\$2.85
Commercial Water and Sewer Inside City Limits	First 2000 gallons	\$17.95
	Next 1000 gallons	\$4.25
	Next 1000 gallons	\$4.50
	Next 1000 gallons	\$4.70
	Over 5000 gallons, rate per 1000 gallons	\$4.50
Residential and Commercial Water and Sewer Outside City Limits	First 2000 gallons	\$17.95
	Next 1000 gallons	\$4.25
	Next 1000 gallons	\$4.50
	Next 1000 gallons	\$4.70
	Over 5000 gallons, rate per 1000 gallons	\$4.50
Summer Residential Sewer Rates	Residential sewer customers whose sewer bill is based on water consumption, sewer charges shall be based on a maximum water usage of 10,000 gallons for the months of May, June, July, & August	
Sanitary Sewer Rates for customers	Customers shall be charged based on RWD reported water usage	

not connected to City water service		
Surcharges for Industrial Wastewater	Surcharge for BOD (Biochemical Oxygen Demand)	\$0.50 per lb.
	Surcharge for TSS (Total Suspended Solids)	\$0.40 per lb.
	Surcharge for FOG (Fats, Oil, Grease)	\$0.65 per lb.
	Surcharge for Nitrogen, Ammonia	N/A
	Table II & III Metals plus Molly	Monitored
Water and Sewer Distribution System Rates	Water Tap ¾-inch Fee	\$875.00
	Water Tap 1-inch Fee	\$1,012.50
	Water Tap 1 ½-inch Fee	\$1,712.50
	Water Tap 2-inch Fee	\$1,912.50
	ALL WATER TAP FEES ARE IN ADDITION TO THE CURRENT COST OF THE METER. LESS \$75.00 CHARGE FOR ANY NEW WATERLINE WITH AN OPEN DITCH NEW SUBDIVISION WITH PRIOR APPROVAL ONLY). STREET CUT FOR ROAD BORE FEES SHALL BE IN ADDITION TO WATER AND TAP FEES AND EQUAL TO \$6.00 PER INCH/FOOT FOR 2" THROUGH 10" DIAMETER PLUS CURRENT COST OF ENCASEMENT. FEES FOR WATER TAPS OVER 2" AND METER COSTS WILL BE SET BY THE M&O SUPERINTENDENT.	
	Sewer Tap 4-inch Fee	\$931.25
	Sewer Tap 6-inch Fee	\$1,393.75
	Sewer Tap 8-inch Fee	\$1,856.25
	PLUS, A MAINTENANCE FEE OF \$13.00 PER FOOT (FROM TAP TO SERVICE LINE EXCESSIVE DEPTH FEE \$13.00 PER LINEAR FOOT FOR EACH 5 FEET OR PORTION THEREOF LESS \$75.00 CHARGE FOR ANY NEW SEWER LINE WITH AN OPEN DITCH ALL USERS CONNECTED TO A SEWER LINE EXTENSION WHICH IS FUNDED IN PART BY THE CITY OF DURANT, EITHER BY CASH EXPENDITURE OR THE FURNISHING OF LABOR IN CONSTRUCTING SAID EXTENSION, SHALL PAY A CONNECTION FEE OF \$1061.00 FOR CONNECTING TO SAID SEWER LINE EXTENSION	
	Subdivision Development Water/Sewer Connection Inspection	\$188.00 per tap
	Water Main and Sub Main Installation Permit Fee	\$100.00
	Water Main and Sub Main Installation Plan Review	\$50.00 per hour
	Water Main and Sub Main Installation Testing	\$50.00 per hour
	Water Main and Sub Main Installation Inspection	\$50.00 per hour
	Collection Line Cleaning (Excessive Grease)	\$125.00 per hour
	Meter On/Off After Hours	\$50.00
	Pop Off Valve Installation & Inspection	\$38.00
Deposits	Residential Water/Sewer and Garbage	\$100.00
	Residential Garbage (only)	\$85.00
	Commercial Accounts	\$300.00
Miscellaneous Fees	Penalty if not paid by the due date (10% of the balance)	10%
	Nonpayment fee if not paid by 5:00 p.m. before the cut-off day	\$50.00
	Transfer Fee	\$25.00
	Clean Up Fee (5 business day clean-up for property owner/landlord)	\$25.00
	Hydrant Meter	\$1,350.00 deposit
	Tampering with Meter Fee	\$100.00
	Bacteriological Total Coliform Water Testing - 1 sample	\$31.25
	Bacteriological Total Coliform Water Testing - 2 samples or more	\$25.00
	Industrial Pretreatment Wastewater Discharge Permit Application Fee	\$312.50
	Annual Industrial Pretreatment Permit Fee	\$125.00
	Industrial Pretreatment Permit Modification Fee	\$31.25
	Accidental Discharge Procedure/Construction Plan Review	\$31.25 per plan
	Industrial Pretreatment Appeal Filing Fee	\$31.25

	Routine Pretreatment Facility Inspection	\$93.75
	Requested Pretreatment Facility Inspection	\$125.00
	Industrial Pretreatment Onsite Consultations	\$50.00
	Night, Weekend, Holiday Pretreatment Inspection Fee	\$93.75
	After Hours Industrial Visit	\$62.50
	Industrial Pretreatment Grab Sample Collection	\$31.25
	Industrial Pretreatment 24-hour Composite Sample Collection	\$31.25
	Industrial Pretreatment Analytical Testing/Shipping	Actual Cost
	Industrial Pretreatment Code Enforcement Administrative Fee	\$250.00
	Excessive Strength FOG Surcharge	\$0.65 per lb.
	Excessive Strength BOD Surcharge	\$0.50 per lb.
	Excessive Strength TSS Surcharge	\$0.40 per lb.
	Commercial Septic Disposal Permit	\$312.50
	Commercial Septic Waste Disposal Discharge	\$125.00 flat rate or \$0.05/gallon (whichever is greater)

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 non residents. Our lake has the minimum amount of amenities but the goal is to get people at the lake. Length of stay stays the same its just we 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
Cancellation 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 don't have the man power 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 everything out of.
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 just 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: Over the past couple years 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 1 lifeguard on deck and one relief lifeguard per 75 patrons at the pool plus 1 lifeguard per attraction. So on any given day we have to have a minimum of 4 lifeguards on the schedule and no more than 6 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 2 concession workers 1 gate keeper 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	This age group is always accompanied by a guardian that is within arms 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. So 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 based on 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 lose out on 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 at minimum 5 lifeguards on deck, 2 concession workers, 1 gate, 1 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 incudes \$100 deposit	This will help offset the cost to get more lifeguards to be on staff so we don't have 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