

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
AGENDA**

July 14, 2020

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Presentations

- a. Presentation of Proclamation to Asian Gourmet Chinese Restaurant
- b. Presentation of Employee Service Awards for 2nd Quarter 2020
- c. Steve Kelso - Retirement

2. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of June 9, 2020
- b. Consider Approval of Special Called Meeting Minutes of June 16, 2020
- c. Consider Approval of Special Called Meeting Minutes of June 30, 2020
- d. Consider Approval of Payroll Claims - June 2020
- e. Consider Approval of Durant, OK- VX Migration Quote. Tyler Technologies to Migrate to Incode 10 Web Hosted Solution.
- f. Consider Approval of Budget Amendment 2020-14

3. Consider Items Removed from Consent

4. Information Items

- a. City Clerk Monthly Report - June 2020
- b. City Manager Monthly Report - June 2020
- c. Community Development Monthly Report - June 2020
- d. Economic Development Monthly Report - June 2020
- e. Emergency Management Monthly Report - June 2020
- f. Financial Statements and Sales Tax Breakdown
- g. Fire Department Monthly Report - June 2020
- h. Human Resources Report June 2020
- i. Library Monthly Report - June 2020
- j. Parks Department Monthly Report - July 2020
- k. Planning Commission Minutes from June 2020
- l. Police Department Monthly Report - May 2020
- m. Street Department Monthly Report - June 2020

5. Administration

- a. Consider Approval for Permanent Memorial Marker for Hunter Ford, Jack Sarver, Fernando Flores and Kaleb Foster
- b. Consider Acceptance of Motorola Public Safety Systems Computer Aided Dispatch Systems and Service Agreement in the Amount of \$195,433 (C-2020-44)
- c. Consider Approval of Resolution 2020-29 to Rename Sections of Old Highway 70
- d. Consider, Discuss and Approve Collective Bargaining Agreement FY 2020-21 between the City of Durant and IAFF Local 3061 or Take Any Other Appropriate Action
- e. Consider Approval of Resolution 2020-28 extending the state of emergency due to the COVID-19 pandemic until August 12, 2020.
- f. Consider Approval to Support a Proposal for Additional Lighting in the Downtown Business District.
- g. Consider Approval of Ordinance 1910 Amending the Code of Ordinances of the City of Durant, Section 110.018, Expiration; Collection; License Issued and Declaring an Emergency.

A. Consider SECTION 1. ENACTMENT.

**B. Consider SECTION 2. EMERGENCY
CLAUSE.**

- h. Consideration To Approve Professional Services Agreement No.

DU-19-03b To Wall Engineering Firm (C-2020-41) For Engineering Services Related To The U.S. Department of Interior-Bureau of Reclamation WaterSMART Water and Energy Efficiency Grant (WEEG) Program R19AP00124 for a City-Wide AMR Smart Meter Conversion and Advanced Metering Infrastructure Project (C-2020-18) Contingent Upon Legal Council Review

6. Public Hearings

- a. Consideration of PC2020-10 Ordinance Number 1904. Rezoning for Property Near the Intersection of Hwy. 70 Bypass and Cemetery Road

7. 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 12th day of November, 2019 and that an agenda of said meeting was posted at the place of such meeting at 2:30 p.m. on the 10th day of July, 2020.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 6/24/2020
To: Mayor and City Council
From:
Re: Presentation of Proclamation to Asian Gourmet Chinese Restaurant

Council Information / Action Requested

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



The City of Durant

Office of City Clerk

Memorandum

Date: 6/24/2020
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Presentation of Employee Service Awards for 2nd Quarter 2020

A combined 145 years of dedicated service to the City of Durant!

FIVE YEARS:

Paige Laprise, Utility Department, Certificate, Pin, \$50

Raven Swigart, 911 Dispatch, Certificate, Pin, \$50

TWENTY YEARS:

Lieutenant Christopher Marcy, Police Department, Plaque, Certificate, Pin, \$200;

Lieutenant Jesse Petty, Police Department, Plaque, Certificate, Pin, \$200;

Robert Gibson, Water Treatment Plant, Plaque, Certificate, Pin, \$200

TWENTY FIVE YEARS:

Michael Stinson, Utility Line Maintenance, Plaque, Certificate, Pin, \$250;

Lieutenant Stacey Loper, Fire Department, Plaque, Certificate, Pin, \$250;

Battalion Chief Steven Wilson, Fire Department, Plaque, Certificate, Pin, \$250.

Council Information / Action Requested

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



The City of Durant

Office of City Clerk

Memorandum

Date: 7/9/2020
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Steve Kelso - Retirement

Council Information / Action Requested

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



The City of Durant

Office of City Clerk

Memorandum

Date: 6/15/2020
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of June 9, 2020

Council Information / Action Requested

Approval of Regular Meeting Minutes of June 9, 2020

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 6.9.2020	Exhibit	6/15/2020

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 12th day of November, 2019 and that an agenda of said meeting was posted at the place of such meeting at 1:05 p.m. on the 4th day of June, 2020.

MINUTES OF THE REGULAR SCHEDULED MEETING OF THE DURANT CITY COUNCIL OF June 9, 2020 AT 6:00 PM, Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, Oklahoma

CALL TO ORDER

Mayor Grube called the meeting to order at 6:00 pm

INVOCATION/FLAG SALUTE

Assistant City Manager James Dalton provided the invocation. City Manager John Dean led the flag salute.

ROLL CALL

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

Absent: None (*denotes partial attendance)

Mayor Grube declared a quorum.

1. Consent Items

There were no 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.

2. Consider Items Removed from Consent

3. Administration

- a. Consider Approval of Resolution 2020-16 Approving Adoption of A Proposed Budget for Fiscal Year 2020-2021

Approved

Motion was made by Steve Brittingham and seconded by Mike Morris to approve Resolution 2020-16 Approving the City of Durant, Oklahoma Budget for the Fiscal Year 2020-2021 and Establishing Budget Amendment Authority.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- b. Acknowledge and Accept Filing of Fiscal Year 2020-2021 Financial Plans with City Council

Approved

Motion was made by Danny Sherrer and seconded by Steve Brittingham to acknowledge and accept filing of Fiscal Year 2020-2021 Financial Plans with City Council.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- c. Consider Approval of Resolution 2020-20 Extending the Declared State of Emergency Due to the COVID-19 Pandemic.

Approved

City Manager John Dean addressed council and stated the proposed Resolution 2020-20 extends the declared State of Emergency until June 30, 2020.

Motion was made by Steve Brittingham and seconded by Danny Sherrer to approve Resolution 2020-20 to extend the State of Emergency due to the COVID-19 Pandemic; establishing public meeting practices for city council, authorities, trusts, commissions, advisory boards and committees of the City of Durant; directing the city manager to not issue permits for events with certain limitations; authorizing the city manager to adjust operations and services in response to COVID-19 as necessary; and follow the state Open Up and Recover Safely Three-Phase Approach.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

4. Public Hearings

- a. Public Hearing Regarding Resolution 2020-16; Requests Approval of FY 2020-2021 Budget

Hearing opened to public.

Call for comment 3 times.

No public comments.

Public hearing closed.

5. New Business

There was no new business.

ADJOURNMENT

Motion was made by Danny Sherrer and seconded by Steve Brittingham to adjourn meeting.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson



The City of Durant

Office of City Clerk

Memorandum

Date: 6/22/2020
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of June 16, 2020

Council Information / Action Requested

Approval of Special Called Meeting Minutes of June 16, 2020

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 6.16.2020	Exhibit	6/22/2020

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 June 5, 2020 at 2:00 p.m. and that an agenda of said meeting was posted at the place of such meeting at 10:20 a.m. on the 12th day of June, 2020.

MINUTES OF THE SPECIAL MEETING OF DURANT CITY OF June 16, 2020 AT 6:00 PM, Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, OK 74701

CALL TO ORDER

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

INVOCATION/FLAG SALUTE

Assistant City Manager James Dalton provided the invocation. Vice Mayor Steve Brittingham led the flag salute.

ROLL CALL

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

Absent: None (*denotes partial attendance)

Mayor Grube declared a quorum.

1. Presentation of Proclamation for Roma's Italian Restaurant

Mayor Grube was joined by all council members and the city manager as she presented a Proclamation of Appreciation to Gzim (Jimmy) Krasniqi and Tony Liridon (not present), owners of Roma's Italian Restaurant, in appreciation for their community loyalty, longstanding support and generosity.

2. Consent Items

- A. Regular Meeting Minutes of May 12, 2020;
- B. Special Called Meeting Minutes of May 26, 2020;
- C. Payroll Claims - May 2020;
- D. Consider Approval of Budget Amendment 2020-12;
- E. Consider Approval of Durant Main Street Annual Contract for FY2020-2021 (C-2020-31).

Approved

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to approve consent items as presented.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

3. Consider Items Removed from Consent

4. Information Items

- A. City Clerk Report - May 2020;
- B. City Manager Report - May 2020;
- C. Community Development Monthly Report - May 2020;
- D. Economic Development Monthly Report - May 2020;
- E. Emergency Management Monthly Report - May 2020;
- F. Financial Statements April 2020 and Sales Tax Breakdown May 2020;
- G. Fire Department Monthly Report - May 2020;
- H. Library Monthly Report - May 2020;
- I. Parks Department Monthly Report - May 2020;
- J. Planning Commission Minutes of 5.26.2020;
- K. Police Department Monthly Report - April 2020;
- L. Street Department Monthly Report - May 2020

5. Consider Approval of Updated Personnel Manual Effective July 1st, 2020

Approved

Human Resources Supervisor Kari Jones addressed council and stated the current handbook was implemented in 2005 and amended over the years. Ms. Jones reviewed changes made and additions to the new handbook being presented for consideration.

Motion was made by Jerry Tomlinson and seconded by Mike Morris to approve updated personnel manual effective July 1, 2020.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

6. Consider Award of Bid for Street Construction Project to J & L Paving, LLC in the amount of \$1,798,665.00 for Mill and Overlay of 30 Specified Streets Sections

Approved

Public Works Director Marty Cook addressed council and stated there were four companies who received bid packets and two companies who placed

bids. Mr. Cook recommended J & L Paving LLC be awarded the bid as best and lowest bid. The start date is set for July 21, 2020. The project is estimated to take 45 days to complete, weather permitting.

Motion was made by Danny Sherrer and seconded by Steve Brittingham to award bid for street construction project to J & L Paving LLC in the amount of \$1,798,665.00 for mill and overlay of 30 specified street sections.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

7. Public Hearing: 2020 Community Development Block Grant (CDBG) Small Cities Application Requesting Funding for Water Treatment Plant Improvements

No Action Taken

Grants Coordinator Rebecca Payne addressed council and stated the city is eligible on an annual basis for the Small Cities Community Development Block Grant (CDBG) due to the percentage of low to moderate income residents in the area. This year the allocated grant amount is \$152,222. It was determined by the city manager and staff that the project most needed was the Supervisory Control and Data Acquisition (SCADA) System at the Water Treatment Plant. The project has an estimated cost of \$600,000. The CDBG funds would be applied to that project and the remainder would be paid from funds already allocated by the city thus meeting the one to one match requirement.

Public hearing open to public.

Call for comment three times.

No public comment.

Public hearing closed.

8. 2020 Community Development Block Grant (CDBG) Small Cities Application Requesting Funding for Water Treatment Plant Improvements

1. Consideration to Approve Application Resolution 2020-021 For The 2020 Community Development Block Grant (CDBG) Small Cities Application Requesting Funding for Publicly-Owned Water Treatment Improvements.

2. Consideration to Approve Leverage Resolution 2020-022 Committing The Required 1:1 Cash Match for The Community Development Block Grant (CDBG) Small Cities Project for Publicly-Owned Water Treatment Improvements.

3. Consideration to Authorize Mayor to Sign Relevant CDBG Application Documents for The 2020 Community Development Block Grant (CDBG) Small Cities Application for Publicly-Owned Market Square Improvements

Approved

8(1).

Motion was made by Jerry Tomlinson and seconded by Mike Morris to approve Application Resolution 2020-21 for the 2020 Community Development Block Grant (CDBG) Small Cities Application requesting funding for publicly-owned water treatment improvements.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

8(2).

Motion was made by Jerry Tomlinson and seconded by Danny Sherrer to approve Leverage Resolution 2020-22 committing the required 1:1 Cash Match for the Community Development Block Grant (CDBG) Small Cities Project for publicly-owned water treatment improvements.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

8(3).

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to authorize mayor to sign relevant CDBG application documents for the 2020 Community Development Block Grant (CDBG) Small Cities Application for Publicly-Owned Market Square Improvements.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

9. CONSIDER AND TAKE ACTION WITH RESPECT TO RESOLUTION 2020-24 OF THE CITY COUNCIL OF THE CITY OF DURANT, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE DURANT CITY UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT, AS AMENDED; RATIFYING, CONFIRMING, AND

APPROVING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY
AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF
CERTAIN SALES TAX REVENUE; AND CONTAINING OTHER
PROVISIONS RELATED THERETO.

Approved

Allan Brooks, Bond Counsel with Public Finance Law Group, addressed council and stated he is seeking city council approval to close the loan documents. The loan amount is \$12,935,000. The maturity date is September 2041. The loan rate is 1.70%. It is a line of credit. Interest will be paid as the money is drawn. The Oklahoma Water Resources Board met today at their regular monthly meeting and approved the transaction. The purpose of this loan is for work at the wastewater treatment plan for refurbishing and upgrading capacity from 3.6 million gallons per day(GPD) to 5 million GPD.

Motion was made by Jerry Tomlinson and seconded by Danny Sherrer to approve Resolution 2020-24 approving action taken by the Durant City Utilities Authority authorizing issuance, sale and delivery of its Clean Water SRF Promissory Note to Oklahoma Water Resources Board; ratifying and confirming a lease agreement, as amended; ratifying, confirming and approving a sales tax agreement by and between the City and the Authority pertaining to a year-to-year pledge of certain sales tax revenue; and containing other provisions related thereto.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

10. New Business

There was no new business.

Adjournment

Motion was made by Steve Brittingham and seconded by Danny Sherrer to adjourn meeting.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson



The City of Durant

Office of City Clerk

Memorandum

Date: 7/2/2020
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of June 30, 2020

Council Information / Action Requested

Approval of Special Called Meeting Minutes of June 30, 2020

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 6.30.2020	Exhibit	7/2/2020

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 June 24, 2020 at 3:30 p.m. and that an agenda of said meeting was posted at the place of such meeting at 1:05 p.m. on the 26th day of June, 2020.

MINUTES OF THE SPECIAL MEETING OF DURANT CITY COUNCIL OF June 30, 2020 AT 2:00 PM, Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, OK 74701

CALL TO ORDER

Mayor Grube called the meeting to order at 2:05 p.m.

INVOCATION/FLAG SALUTE

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

ROLL CALL

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

Absent: None (*denotes partial attendance)

Mayor Grube declared a quorum.

1. Presentation to City Council of FY 18-19 Annual Financial Statements and Auditor's Reports

No Action Taken

Finance Director/Treasurer AnChen Lai introduced Jake Winkler, Senior Manager at Arledge and Associates, PC. Mr. Winkler stated there were no material weaknesses or significant deficiencies which was a change from the prior year. The single audit report reflects there was an issue related to timeliness of the filing of the data collection form. Mr. Winkler stated he does not believe this is an issue that will be repeated going forward.

2. Consider Approval of Budget Amendment 2020-13

Approved

Motion was made by Mike Morris and seconded by Steve Brittingham to approve Budget Amendment 2020-13.

Motion Passed with the following vote:

- Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson
3. Consider Approval of Resolution 2020-25 Extending the Declared State of Emergency Due to the COVID-19 Pandemic.

Approved

City Manager John Dean stated the proposed resolution extends the State of Emergency to July 15, 2020.

Motion was made by Steve Brittingham and seconded by Mike Morris to approve Resolution 2020-25 to extend the State of Emergency due to the COVID-19 Pandemic; establishing public meeting practices for city council, authorities, trusts, commissions, advisory boards and committees of the City of Durant; directing the city manager to not issue permits for events with certain limitations; authorizing the city manager to adjust operations and services in response to COVID-19 as necessary; and follow the State Open Up and Recover Safely Three-Phase Approach.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

4. Consider Approval of Agreement Between the Durant Historical Society and the City of Durant for Fiscal Year 2020-2021 (C-2020-36)

Approved

Motion was made by Danny Sherrer and seconded by Jerry Tomlinson to approve Agreement Between the Durant Historical Society and the City for Durant for Fiscal Year 2020-2021 (C-2020-36) effective July 1, 2020.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

5. Consider Approval of Agreement Between the City of Durant and the Big Five Community Services for FY 2020-2021 (C-2020-37)

Approved

Motion was made by Mike Morris and seconded by Steve Brittingham to approve Agreement Between the City of Durant and the Big Five Community Services for FY 2020-2021 (C-2020-37) effective July 1, 2020.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

6. Public Hearing: For Closeout of 2017 Community Development Block Grant (CDBG) Small Cities 17031 CDBG 17 (C-2017-65) for Market Square Improvements - Project # 656.

Grant Coordinator Rebecca Payne addressed council and stated the grant was awarded in 2017 and the project is now complete. The total amount funded

through the grant was \$91,114 with the required one-to-one match. The ADA compliant restroom was built by city crews with the exception of those areas requiring licensed contractors. One canopy was installed instead of the two canopies which were originally planned due to cost. Electrical improvements included providing hookups connected to the canopy along with lighting.

Public hearing opened.

Call for comment three times.

No public comment.

Public hearing closed.

7. 2017 Community Development Block Grant (CDBG) Small Cities 17031 CDBG 17 (C-2017-65) for Market Square Improvements - Project # 656.

A. Consideration to Accept the Market Square Improvements 17031 CDBG 17 Project# 656 As Successfully Complete.

B. Consideration to Approve the 17031 CDBG 17 Closeout Documents.

C. Consideration To Approve the Resolution 2020-26 to Support The Closeout.

Approved

Item 7(A)

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to accept the Market Square Improvements 17031 CDBG 17 Project #656 as successfully complete.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

Item 7(B)

Motion was made by Jerry Tomlinson and seconded by Danny Sherrer to approve 17031 CDBG 17 Closeout Documents.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

Item 7(C)

Motion was made by Jerry Tomlinson and seconded by Danny Sherrer to approve Resolution 2020-26 for Closeout Public Hearing Oklahoma

Department of Commerce 2017 Community Development Block Grant (CDBG) Small Cities Program 17031 CDBG 17.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

8. Consideration to Approve the Resolution 2020-27 to Support the Application Phase Public Hearing for the 2020 CDBG Small Cities Grant Application for the City-Owned Water Treatment Plant Electrical and SCADA System Improvements.

Approved

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to approve Resolution 2020-26 for Closeout Public Hearing Oklahoma Department of Commerce 2017 Community Development Block Grant (CDBG) Small Cities Program 17031 CDBG 17.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

Adjournment

Motion was made by Steve Brittingham and seconded by Danny Sherrer to adjourn meeting.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson



The City of Durant

Office of City Clerk

Memorandum

Date: 7/2/2020
To: Mayor and City Council
From: Teresa Taylor, Human Resources Payroll
Re: Consider Approval of Payroll Claims - June 2020

Council Information / Action Requested

Approval of Payroll Claims - June 2020

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

ATTACHMENTS:

Description	Type	Upload Date
Payroll Claims - June 2020	Exhibit	7/2/2020

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

001-GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
CITY ADMINISTRATION	545,595.85	23,043.27	441,681.44	80.95	0.00	103,914.41
CITY CLERK	108,659.52	6,346.58	102,584.72	94.41	0.00	6,074.80
CITY TREASURER	346,206.22	22,210.43	336,907.25	97.31	0.00	9,298.97
LAW ENFORCEMENT (PD)	4,858,476.89	297,566.17	4,414,630.77	90.86	0.00	443,846.12
ANIMAL CONTROL (PD)	96,376.66	4,865.59	85,693.70	88.92	0.00	10,682.96
FIRE DEPARTMENT	3,287,548.06	187,535.45	3,153,484.69	95.92	0.00	134,063.37
PARKS, REC. & GEN. SVCS.	525,751.84	32,202.65	556,387.72	105.83	0.00	(30,635.88)
SWIMMING POOL	71,934.79	24,189.07	82,236.93	114.32	0.00	(10,302.14)
MUNICIPAL COURT	54,407.70	2,916.50	51,230.32	94.16	0.00	3,177.38
COMMUNITY DEVELOPMENT	477,984.35	30,232.10	488,526.28	102.21	0.00	(10,541.93)
PUBLIC LIBRARY	505,008.14	22,694.96	459,802.75	91.05	0.00	45,205.39
STREET DEPARTMENT	838,448.53	65,027.45	771,994.96	92.07	0.00	66,453.57
ECONOMIC DEVELOPMENT	62,568.00	7,158.88	37,522.01	59.97	0.00	25,045.99
CIVIL EMERGENCY MGMT.	193,143.45	12,409.36	179,279.12	92.82	0.00	13,864.33
GENERAL GOVERNMENT	160,800.00	0.00	4,315.04	2.72	56.05	156,428.91
CITY GARAGE	258,084.59	13,265.77	233,850.24	90.61	0.00	24,234.35
SENIOR CITIZENS CENTER	<u>19,961.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,961.04</u>
 TOTAL SALARIES AND BENEFITS	 12,410,955.63 =====	 751,664.23 =====	 11,400,127.94 =====	 91.86 =====	 56.05 =====	 1,010,771.64 =====

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

001-GENERAL FUND
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

010-INFO. TECH. SERVICE FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
INFO. TECH. SERVICE FUND	<u>219,427.61</u>	<u>14,897.84</u>	<u>206,747.18</u>	<u>94.22</u>	<u>0.00</u>	<u>12,680.43</u>
TOTAL SALARIES AND BENEFITS	<u>219,427.61</u> =====	<u>14,897.84</u> =====	<u>206,747.18</u> =====	<u>94.22</u> =====	<u>0.00</u> =====	<u>12,680.43</u> =====

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

010-INFO. TECH. SERVICE FUND
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

020-DURANT INDUSTRIAL AUTH.

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
	=====	=====	=====	=====	=====	=====

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

020-DURANT INDUSTRIAL AUTH.
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

101-SPECIAL 911 TAX FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
PD COMM CENTER	<u>758,075.81</u>	<u>35,187.08</u>	<u>597,703.18</u>	<u>78.84</u>	<u>0.00</u>	<u>160,372.63</u>
 TOTAL SALARIES AND BENEFITS	 <u>758,075.81</u> =====	 <u>35,187.08</u> =====	 <u>597,703.18</u> =====	 <u>78.84</u> =====	 <u>0.00</u> =====	 <u>160,372.63</u> =====

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

101-SPECIAL 911 TAX FUND
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

206-DURANT AIRPORT AUTHORITY

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
BEAKER FIELD	<u>143,877.50</u>	<u>8,237.68</u>	<u>99,546.38</u>	<u>69.19</u>	<u>0.00</u>	<u>44,331.12</u>
TOTAL SALARIES AND BENEFITS	<u>143,877.50</u> =====	<u>8,237.68</u> =====	<u>99,546.38</u> =====	<u>69.19</u> =====	<u>0.00</u> =====	<u>44,331.12</u> =====

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

206-DURANT AIRPORT AUTHORITY
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

405-DURANT UTILITIES AUTH.

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
PUBLIC WORKS ADMINISTRATI	178,506.08	10,108.00	155,805.17	87.28	0.00	22,700.91
UTILITY BILLING	450,763.63	20,484.06	387,481.14	85.96	0.00	63,282.49
WATER/SEWER LINE MAINT.	602,331.59	26,154.12	536,816.56	89.12	0.00	65,515.03
WATER TREATMENT PLANT	489,500.01	26,542.20	459,973.37	93.97	0.00	29,526.64
WASTEWATER TREATMENT	386,514.16	22,431.92	372,886.07	96.47	0.00	13,628.09
COLLECTION - SOLID WASTE	772,008.25	36,862.65	659,796.08	85.46	0.00	112,212.17
UTILITY GENERAL ADMIN.	200,000.00	0.00	0.00	0.00	0.00	200,000.00
DISPOSAL - SOLID WASTE	<u>591,371.47</u>	<u>35,302.28</u>	<u>553,084.62</u>	<u>93.53</u>	<u>0.00</u>	<u>38,286.85</u>
TOTAL SALARIES AND BENEFITS	<u>3,670,995.19</u>	<u>177,885.23</u>	<u>3,125,843.01</u>	<u>85.15</u>	<u>0.00</u>	<u>545,152.18</u>
	=====	=====	=====	=====	=====	=====

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

405-DURANT UTILITIES AUTH.
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

500-MULTI-SPORTS COMPLEX

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
RECREATIONAL MARKETING	96,092.59	7,704.02	82,057.15	85.39	0.00	14,035.44
DURANT MULTI-SPORT COMP	<u>372,045.65</u>	<u>14,503.69</u>	<u>310,120.28</u>	<u>83.36</u>	<u>0.00</u>	<u>61,925.37</u>
 TOTAL SALARIES AND BENEFITS	 468,138.24 =====	 22,207.71 =====	 392,177.43 =====	 83.77 =====	 0.00 =====	 75,960.81 =====

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

500-MULTI-SPORTS COMPLEX
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

610-CEMETERY OPERATIONS FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

SALARIES AND BENEFITS						
	=====	=====	=====	=====	=====	=====

PAYROLL CLAIMS SUMMARY
AS OF: JUNE 30TH, 2020

610-CEMETERY OPERATIONS FUND
REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***



The City of Durant

Information Technology

Memorandum

Date:

To: Mayor and City Council

From: Information Technologies

Re: Consider Approval of Durant, OK- VX Migration Quote. Tyler Technologies to Migrate to Incode 10 Web Hosted Solution.

Durant, OK- VX Migration for Incode to be Web Hosted. quote is attached.

Council Information / Action Requested

Requesting Council Approval to move forward with VX Migration Allowing Tyler Technologies to Start the Migration Process. Incode version 10 "Web Based Hosted Solution"

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

Request a Purchase Order, Notify Tyler Technologies to start the process of migration.

ATTACHMENTS:

Description	Type	Upload Date
Durant, OK- VX Migration	Cover Memo	7/2/2020



Quoted By: Lukas DeBolt
 Quote Expiration: 12/15/2020
 Quote Name: City of Durant- LGD- VX Migration
 Quote Number: 2020-111785
 Quote Description: VX Migration

Sales Quotation For

City of Durant
 300 W Evergreen St
 Durant , OK 74701-4742
 Phone: +1 (580) 931-6630

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Customer Relationship Management Suite						
Utility Payment Import (Generic Interface)	\$0	0	\$0	\$0	\$0	\$0
<i>Sub-Total:</i>	\$0		\$0	\$0	\$0	\$0
TOTAL:	\$0	0	\$0	\$0	\$0	\$0

Tyler Software and Related Services - Annual

Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Community Development				
License	0	\$0	\$0	\$0
Sub-Total:		\$0	\$0	\$0
TOTAL:	0	\$0	\$0	\$0

Tyler Migration Services

Description	Investment
Financial Migration Services	
	\$12,500
Core Financials	
Fixed Assets	
Project Accounting	
Purchasing	
Personnel Management Migration Services	\$8,911
CIS Migration Services	\$11,500
Additional Utility Meter-Reader Interface	
Cashiering	
Utility CIS System	
CRM Migration Services	\$7,500
Misc. Accounts Receivable	
Court Migration Services	\$8,800

Sub-Total: \$49,211
TOTAL: \$49,211

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$2,500	\$2,500	\$0
TOTAL:			\$2,500	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$2,500	\$0
Total Migration Services	\$49,211	
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$51,711	\$0
Contract Total	\$51,711	

Subject
to
Approval

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
 - Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
 - Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
 - Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)



The City of Durant

Office of City Treasurer

Memorandum

Date: 7/9/2020
To: Mayor and City Council
From: An-Chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Amendment 2020-14

Your authorization to approve Budget Amendment BA 2020-14 is requested.
All of the adjustments are procedural in nature: necessary to carry out the activities of the city.
All of the proposed budget changes have been reviewed by the City Manager and the amendment is recommended for approval.

Council Information / Action Requested

Your authorization to approve Budget Amendment BA 2020-14
#1895 INCREASE DIA MISC REV FOR REIMBURSE DIA INTERIM EXPENSES
#1896 TO ADJUST DURANT TIF AUTHORITY CMC CONTRIBUTIONS AMOUNTS
#1897 TO TRANSFER TO INSURANCE CASH FUND
#1898 TO ADJ INSURANCE CASH FUND EXPENSES AND TRANSFER

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

The City Treasurer's Office will install the approved budget amendment in the city's accounting software and ensure that all funds are still in balance.

ATTACHMENTS:

Description	Type	Upload Date
BA 2020-14	Cover Memo	7/9/2020

PACKET: 00399-BA 2020-14

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001895 -----							
020 000-361.40-00 MISC. REVENUE	6/30/2020	BA2020-14 REIMB DIA	10,000.00	0.00	17,000.00	27,000.00-	9,393.75
020 067-596.70-17 CONTINGENCY RESERVE DEPT: INDUSTRIAL PROJECTS	6/30/2020	BA2020-14 REIMB DIA	10,000.00	0.00	0.00	10,000.00	10,000.00
Budget Adj. # 001896 -----							
220 000-362.10-01 2017 A/B CMC TIF TAX REVENUE	6/30/2020	BA2020-14 TIF CMC C	1,680,090.00-	15,000.00-	1,680,090.00	15,000.00-	82,855.00
220 000-362.10-05 CMC CONTRIBUTIONS	6/30/2020	BA2020-14 TIF CMC C	1,680,090.00	2,683,190.00-	1,680,090.00-	2,683,190.00-	220,818.46
Budget Adj. # 001897 -----							
001 019-569.70-17 FUND RESERVE DEPT: GENERAL GOVERNMENT	6/30/2020	BA2020-14 INSU CASH	7,603.00-	300,000.00	142,547.95-	149,849.05	149,849.05
001 019-569.99-12 TRSF TO INSURANCE CASH FUND DEPT: GENERAL GOVERNMENT	6/30/2020	BA2020-14 INSU CASH	7,603.00	109,000.00	44,004.00	160,607.00	7,603.00
Budget Adj. # 001898 -----							
003 000-361.10-00 INTEREST EARNINGS	6/30/2020	BA2020-14 INCR INSU	594.00	750.00-	0.00	1,344.00-	120.06
003 000-364.11-00 TRANSFER FROM GENERAL FUND	6/30/2020	BA2020-14 INCR INSU	7,603.00	109,000.00-	44,004.00	160,607.00-	7,603.00-
003 034-569.70-71 MISC. EXPENDITURES DEPT: INSURANCE - RISK POOL	6/30/2020	BA2020-14 INCR INSU	1,900.00-	1,900.00	0.00	0.00	0.00
003 034-569.70-47 AUTO & GEN. LIAB. INSURANCE DEPT: INSURANCE - RISK POOL PACKET NOTES: #1895 INCREASE MISC REV FOR REIMBURSE DIA INTERIM EXPENSES #1896 TO ADJUST CMC CONTRIBUTIONS AMOUNTS #1897 TO TRANSFER TO INSURANCE CASH FUND \$1898 TO AJD INSURANCE CASH FUND EXPENSES AND TRANSFER	6/30/2020	BA2020-14 INCR INSU	10,097.00	282,602.00	11,000.00	303,699.00	10,119.58

BUDGET CODE: CB-Current Budget

Budget Adj. # 001898

TOTAL NO. ADJUSTMENTS--REVENUE:	5	18,197.00
TOTAL NO. ADJUSTMENTS--EXPENSE:	5	18,197.00
TOTAL IN PACKET--		36,394.00

*** NO ERRORS ***

*** END OF REPORT ***



The City of Durant

Office of City Clerk

Memorandum

Date: 7/6/2020
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: City Clerk Monthly Report - June 2020

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
City Clerk Report - June 2020	Exhibit	7/6/2020

CITY CLERK MONTHLY INFORMATION REPORT

JUNE 2020

MUNICIPAL COURT -

The municipal court began conducting sessions on June 1, 2020. There were multiple court sessions held on June 1, 8, 15 and 22, 2020 in order to bring the court dockets current. The municipal court clerk did an outstanding job of notifying each person of their upcoming hearing dates and then coordinating the multiple court sessions for four weeks. The court is now back on schedule with a regular docket thanks to her perseverance.

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

LICENSES -

The following licenses were issued in June 2020:

Mixed Beverage – 1

Food Trucks – 3

Farmers Market – 9

Snow Cone – 1

Itinerant Merchant – 1

Fireworks - 2

SPECIAL EVENT PERMIT APPLICATIONS -

There was one Special Event Permit Applications received in June 2020.

Events Held in City of Durant in June 2020:

Draggin' Main Car & Motorcycle Show – June 20, 2020

Upcoming Events To Be Held in City of Durant in July-August 2020:

City Wide Singalong – July 18, 2020

Back 2 School Bash – August 1, 2020

NOTE: These are conditional permits subject to compliance with State of Emergency Order in effect on event date.

RECORD REQUESTS -

There were six (6) record requests received and processed in June, 2020.

CEMETERY ADMINISTRATION/3B GRAVE SERVICE -

Burials: 15 (12 casket burials) (3 cremains burial).
Sales: 7 spaces (city-owned), 5 spaces (private seller)
Transfers: 2 (private sales)

CEMETERY -

The ground penetrating radar work performed by Texas Cemetery Restoration is complete. The process has now begun to integrate the new information with the existing records. There was a total of 186 unmarked burials identified. I am currently working on compiling a list of unused spaces in the corresponding four sections.

The cemetery statue which is being refurbished by a local sculptor is almost complete. A ceremony will be scheduled for the unveiling of the statue with personal invitations going out to all donors and the media.

BIDS -

There were five bids advertised in June 2020.

Retail Development Services; Deadline July 23, 2020 at 3:00 p.m.

2000 Dodge Durango; Bid Awarded July 9, 2020.

CRM Software Development and Implementation; Bid Closed June 11, 2020.

Abatement Contractor; Bid Awarded June 11, 2020.

2009 GMC Yukon; Bid Awarded June 11, 2020.

BOARD SECRETARY -

I served functions of the secretary for the following council and authorities in the month of June 2020:

Durant City Council (3 meetings);
Durant City Utility Authority;
Durant Airport Authority;

BOARD SECRETARY – (cont.)

Durant Tourism Economic Development Authority;
Durant Community Facilities Authority;
Parks Advisory Board.

CITY OF DURANT MUNICIPAL COURT

[illegible]

DISMISSED CASES

[illegible]

Statue in Highland Cemetery - Prior to Move



Progress!





The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From:

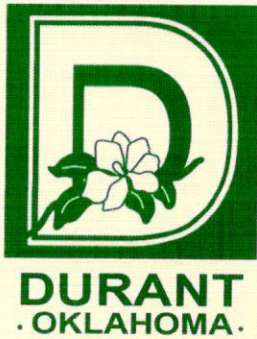
Re: City Manager Monthly Report - June 2020

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
City Manager Monthly Report - June 2020	Cover Memo	7/8/2020



CITY OF DURANT

Office of the City Manager

July 06, 2020

Mayor Grube and members of the City Council:

June, 2020 City Manager Monthly Report

Attended the Ward meeting.

Attended DTEDA Meeting.

Attended City Council meetings.

Prepared for the Solidarity Rally and a BLM Rally. No significant incidents at either.

Held Bid opening for street improvements. Low bid came in at approximately \$1.8 million. Less than anticipated. Bids awarded by City Council.

Met with Alan Brooks and Chris Gander regarding funding Wastewater plant improvements. Line of credit approved.

Worked on Fuel issue at the Airport.

Met with Commissioner Boyer regarding the Regional Planning Commission.

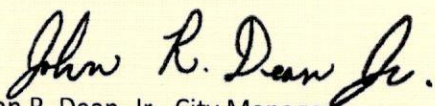
Met with members of various press organizations.

Gathered information on Body Cameras and Vehicle cameras for the PD.

Conducted interviews for various positions.

Notified the public that we will start disconnecting services for nonpayment in July and that for the customers that contact us to set-up arrangements we will not disconnect. Ardmore did the very same thing. We have neither charged late fees or penalties since the state of emergency was declared nor have we disconnected customers for nonpayment. We have also applied for CDBG funds to help those customers that cannot legitimately pay their utility bills due to COVID-19. We have not received any feedback on the CDBG funding at this time.

Respectfully Submitted,


John R. Dean, Jr., City Manager



The City of Durant

Office of Community Development

Memorandum

Date: 7/5/2020
To: Mayor and City Council
From: Danielle Barker, Community Development Director
Re: Community Development Monthly Report - June 2020

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

- Staff continues to investigate software companies to help with building inspections, permits and code enforcement.
- Staff is working on three (possibly four) cases for the July Planning Commission Meeting. There are several other cases that are in various stages of being prepared for Planning Commission and City Council.
- Staff continues helping citizens and developers as they come in with various projects or concerns.
- Staff conducted interviews for the building inspector / code enforcement officer position.
- Staff is working on ordinance issues that have been discovered, and is working to find solutions.
- Staff has been working on various code enforcement issues, including enforcing the new solid waste policy.
- Staff met with a County Commissioner to discuss some 9-1-1 addressing concerns.
- Staff also met with the City Attorney and a County Commissioner to discuss the Regional Planning Commission that became effective on July 1.

Council Information / Action Requested

No Action Required.

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

No Follow-up Required.

ATTACHMENTS:**Description**

Community Development Monthly Report - June 2020

Type

Cover Memo

Upload Date

7/7/2020



The City of Durant

Office of Community Development

Monthly Activity Report, June 2020

1. Inspections	
Building	60
Electrical	60
Mechanical	43
Plumbing	51
Other	10
TOTAL	224

2. Code Enforcement	
Other Contacts Made	
Grass & Weeds	25
Junk Vehicles	10
Junk Appliances	4
Dilapidated Structures	11
Trash & Debris	27
Trees & Shrubs	12
Other	
Notices Posted	
Condemned	2
TOTAL	91

3. New Construction	
SFR	0
MFR	0
Commercial	1
Industrial	0
TOTAL	1

4. Permits Issued	
Building	25
Electrical	3
Plumbing	2
Mechanical	1
Floodplain	1
TOTAL	32

5. Public Hearings	
Board of Adjustment	0
Planning Commission	1
City Council	0
TOTAL	1

6. Letters Mailed	
Code Enforcement	90
Public Hearings	96
Other	49
TOTAL	235

7. GIS / Mapping	
Maps Printed	86
911 Addresses Requested	119
TOTAL	205

8. Licenses Issued	
Electrical	8
Plumbing	4
Mechanical	7
Roofing	2
TOTAL	21

07/01/2020 9:30 AM

PROJECT VALUATION AND FEE REPORT

I

PROJECTS: 0

-ZZZZZZZZZZ

APPLIED DATES: 6/01/2020 THRU 6/30/2020

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

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

STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	I
030828	6/01/2020	POWLESS, ROBERT	1005 PARKLAND DR	OWNER	RESIDENTIAL ADDITION PERMIT	I
030830	6/01/2020	BNH CONSTRUCTION	1020 FOUR SEASONS	OWNER	GAS LINE PERMIT	I
030832	6/03/2020	TRIBAL CUSTOM POOLS	4822 CASTELLO DR	OWNER	POOL PERMIT	I
030833	6/03/2020	TRIBAL CUSTOM POOLS	2740 COLONIAL DR	OWNER	POOL PERMIT	I
030834	6/03/2020	ALL SEASONS CONTRACTING	105 W ELM	OWNER	COMM ROOF PERMIT	I
030835	6/03/2020	FIRST UNITED BANK	1503 W EVERGREEN ST	OWNER	DEMO PERMIT	I
030836	6/04/2020	LEWIS ELECTRIC	4003 SE 3RD AVE	OWNER	CHANGE OUT PERMIT	I
030837	6/08/2020	MAGANA, ARIO V	517 W GEORGIA ST	OWNER	PARTIAL DEMO PERMIT	I
030838	6/09/2020	BISSEON, LONI LADAWN	3036 KANDE LN	OWNER	GAZEBO PERMIT	I
030839	6/09/2020	MYRPHREE, MICHAEL	624 W MAIN	OWNER	COMM REMODEL PERMIT	I
030840	6/10/2020	SIGN DEPOT	115 N 12TH SUITE B	OWNER	SIGN PERMIT	I
030842	6/11/2020	CLARK PLUMBING	372 BRYAN DR 108	OWNER	NEW PLUMBING PERMIT	I
030843	6/11/2020	MARQUEZ, NESTOR C	1025 W TEXAS ST	OWNER	DRIVEWAY PERMIT	I
030844	6/12/2020	ALLEN, DUSTIN	551 WILSON	OWNER	MECHANICAL PERMIT	I
030845	6/15/2020	CANTRELL, ADAM L	529 W LOUISIANA ST	OWNER	DEMO PERMIT	I
030848	6/18/2020	MIDPLAINS INC	101 W LOUISIANA ST	OWNER	NEW COMM PERMIT	I
030849	6/18/2020	MIDPLAINS INC	101 W LOUISIANA ST	OWNER	FLOOD PLAIN MANAGEMENT	I
030850	6/19/2020	ALLISON LANDSCAPE & POOL	5634 STONECREEK DR	OWNER	POOL PERMIT	I
030851	6/19/2020	LANE, BRETT	1116 N 1ST AVE	OWNER	NEW ELECTRIC PERMIT	I
030852	6/22/2020	PLYLER CONSTRUCTION	1400 W MAIN ST	OWNER	COMM REMODEL PERMIT	I
030853	6/22/2020	MAGUNA, ARIO	517 W GEORGIA	OWNER	RESID REMODEL PERMIT	I
030856	6/22/2020	SOSU	1301 N 7TH	OWNER	DEMO PERMIT	I
030857	6/22/2020	SOSU	1311 N 7TH AVE	OWNER	DEMO PERMIT	I
030858	6/22/2020	SOSU	1315 N 7TH AVE	OWNER	DEMO PERMIT	I

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PROJECT VALUATION AND FEE REPORT

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PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 6/01/2020 THRU 6/30/2020

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

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

STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	I	
030859	6/22/2020	SOSU	1321 N 7TH AVE	OWNER	DEMO PERMIT	I	
030860	6/22/2020	MAHAN, MELTON	1618 W CEDAR ST	OWNER	FENCE PERMIT	I	
030861	6/23/2020	MAYFIELD ROOFING	622 W GEORGIA ST	OWNER	ROOFING PERMIT	I	
030862	6/23/2020	MIDPLAINS INC	3588 TOM SMITH RD	OWNER	COMM REMODEL PERMIT	I	
030863	6/23/2020	KELSO DEMOLITION	123 SE 2ND AVE	OWNER	DEMO PERMIT	I	
030864	6/24/2020	PEARSON, CHRIS C	327 BRYAN DR 108	OWNER	COMM REMODEL ELECTRIC PERMI	I	
030867	6/25/2020	DEWALD, SCOTT	115 LOST	OWNER	ACCESSORY	I	
030871	6/30/2020	MAYFIELD ROOFING	1003 W EVERGREEN ST	OWNER	ROOF PERMIT	I	
*** TOTALS ***	NUMBER OF PROJECTS:	32		VALUATION:	8,008,015.00	FEES:	:

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PROJECT VALUATION AND FEE REPORT

I

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 6/01/2020 THRU 6/30/2020
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLDG - NEW BUILDING PERMIT	25	8,008,008.00	14,910.00
ELEC - NEW ELECTRIC PERMIT	3	3.00	447.00
FPM - FLOOD PLAIN MANAGEMENT	1	1.00	100.00
MECH - NEW MECHANICAL PERMIT	1	1.00	54.00
PLUMB - NEW PLUMBING PERMIT	2	2.00	208.00
*** TOTALS ***	32	8,008,015.00	15,719.00

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PROJECT VALUATION AND FEE REPORT

1

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 6/01/2020 THRU 6/30/2020
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	
ACCS - SIGNS/ACCESSORY STRUCTURES	8	8	161,957.00	
C - COMMERCIAL	3	3	3,500,002.00	3
CA - COMMERCIAL ALTERATION	5	5	4,201,803.00	9
DEMO - DEMOLITION	8	8	37,000.00	
MFRA - MULTI FAMILY RESIDENTIAL ALTERATION	1	1	1.00	
ROOF - ROOFING PERMIT	3	3	37,250.00	
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	4	4	70,002.00	
*** TOTALS ***	32	32	8,008,015.00	15

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PROJECT VALUATION AND FEE REPORT

1

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 6/01/2020 THRU 6/30/2020
 ISSUED DATES: 0/00/0000 THRU 99/99/9999
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
 STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	
030828	6/01/2020	POWLESS, ROBERT	1005 PARKLAND DR	OWNER	RESIDENTIAL ADDITION PERMIT	I
030832	6/03/2020	TRIBAL CUSTOM POOLS	4822 CASTELLO DR	OWNER	POOL PERMIT	I
030833	6/03/2020	TRIBAL CUSTOM POOLS	2740 COLONIAL DR	OWNER	POOL PERMIT	I
030834	6/03/2020	ALL SEASONS CONTRACTING	105 W ELM	OWNER	COMM ROOF PERMIT	I
030835	6/03/2020	FIRST UNITED BANK	1503 W EVERGREEN ST	OWNER	DEMO PERMIT	I
030837	6/08/2020	MAGANA, ARIO V	517 W GEORGIA ST	OWNER	PARTIAL DEMO PERMIT	I
030838	6/09/2020	BISSON, LONI LADAWN	3036 KANDE LN	OWNER	GAZEBO PERMIT	I
030839	6/09/2020	MYRPHREE, MICHAEL	624 W MAIN	OWNER	COMM REMODEL PERMIT	I
030840	6/10/2020	SIGN DEPOT	115 N 12TH SUITE B	OWNER	SIGN PERMIT	I
030843	6/11/2020	MARQUEZ, NESTOR C	1025 W TEXAS ST	OWNER	DRIVEWAY PERMIT	I
030845	6/15/2020	CANTRELL, ADAM L	529 W LOUISIANA ST	OWNER	DEMO PERMIT	I
030848	6/18/2020	MIDPLAINS INC	101 W LOUISIANA ST	OWNER	NEW COMM PERMIT	I
030850	6/19/2020	ALLISON LANDSCAPE & POOL	5634 STONECREEK DR	OWNER	POOL PERMIT	I
030852	6/22/2020	PLYLER CONSTRUCTION	1400 W MAIN ST	OWNER	COMM REMODEL PERMIT	I
030853	6/22/2020	MAGUNA, ARIO	517 W GEORGIA	OWNER	RESID REMODEL PERMIT	I
030856	6/22/2020	SOSU	1301 N 7TH	OWNER	DEMO PERMIT	I
030857	6/22/2020	SOSU	1311 N 7TH AVE	OWNER	DEMO PERMIT	I
030858	6/22/2020	SOSU	1315 N 7TH AVE	OWNER	DEMO PERMIT	I
030859	6/22/2020	SOSU	1321 N 7TH AVE	OWNER	DEMO PERMIT	I
030860	6/22/2020	MAHAN, MELTON	1618 W CEDAR ST	OWNER	FENCE PERMIT	I
030861	6/23/2020	MAYFIELD ROOFING	622 W GEORGIA ST	OWNER	ROOFING PERMIT	I
030862	6/23/2020	MIDPLAINS INC	3588 TOM SMITH RD	OWNER	COMM REMODEL PERMIT	I
030863	6/23/2020	KELSO DEMOLITION	123 SE 2ND AVE	OWNER	DEMO PERMIT	I
030867	6/25/2020	DEWALD, SCOTT	115 LOST	OWNER	ACCESSORY	I

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PROJECT VALUATION AND FEE REPORT

1

PROJECTS: 0

-ZZZZZZZZZZ

APPLIED DATES: 6/01/2020 THRU 6/30/2020

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

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

STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	
030871	6/30/2020	MAYFIELD ROOFING	1003 W EVERGREEN ST	OWNER	ROOF PERMIT	1
*** TOTALS ***		NUMBER OF PROJECTS:	25	VALUATION:	8,008,008.00	FEES:

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PROJECT VALUATION AND FEE REPORT

PROJECTS: 0

-ZZZZZZZZZZ

APPLIED DATES: 6/01/2020 THRU 6/30/2020

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

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

STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLDG - NEW BUILDING PERMIT	25	8,008,008.00	14,910.00
*** TOTALS ***	25	8,008,008.00	14,910.00

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 6/01/2020 THRU 6/30/2020
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	
ACCS - SIGNS/ACCESSORY STRUCTURES	8	8	161,957.00	
C - COMMERCIAL	1	1	3,500,000.00	2
CA - COMMERCIAL ALTERATION	3	3	4,201,801.00	5
DEMO - DEMOLITION	8	8	37,000.00	
ROOF - ROOFING PERMIT	3	3	37,250.00	
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	2	2	70,000.00	
*** TOTALS ***	25	25	8,008,008.00	14

SELECTION CRITERIA

REPORT SELECTION

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

PROJECT DATES

APPLIED RANGE FROM: 06/01/2020 THROUGH 06/30/2020
ISSUED RANGE FROM: 00/00/0000 THROUGH 99/99/9999
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 ***

Other contacts made	1
Trash and Debris	27
Grass and Weeds	25
Dilapidated Structure	11
Junk Vehicles	10
Junk Appliance	4
Trees and Shrubs	12

TOTAL POSTED 90
CONTACTS MADE 35

June-20

Monthly Code Report

No.	Date	Address	Type of Nuisance	Decision
1	6/1/2020	1102 TIMBERLINE	TRASH AND DEBRIS	OWNER
2	6/1/2020	608 NE 4TH	GRASS AND WEEDS	CITY
3	6/1/2020	608 NE 4TH	TRASH AND DEBRIS	CITY
4	6/1/2020	608 NE 4TH	DILAPIDATED	CITY
5	6/1/2020	603 NE 2ND	TRASH AND DEBRIS	2 WKS
6	6/1/2020	603 NE 2ND	TREES AND SHRUBS	2 WKS
7	6/1/2020	603 NE 2ND	JUNK VEHICLE	10 DAY
8	6/1/2020	603 NE 2ND	JUNK APPLIANCES	2 WKS
9	6/1/2020	603 NE 2ND	DILAPIDATED	30 DAY
10	6/1/2020	1423 N 3RD	GRASS AND WEEDS	CITY
11	6/1/2020	812 N 10TH	GRASS AND WEEDS	OWNER
12	6/1/2020	812 N 10TH	TRASH AND DEBRIS	OWNER
13	6/1/2020	1208 MULBERRY	TRASH AND DEBRIS	OWNER
14	6/1/2020	1305 DALLAS	GRASS AND WEEDS	OWNER
15	6/1/2020	1305 DALLAS	TRASH AND DEBRIS	OWNER
16	6/1/2020	1305 DENISON	GRASS AND WEEDS	CITY
17	6/1/2020	1818 OLIVE	GRASS AND WEEDS	OWNER
18	6/1/2020	PARKWEST LOTS	GRASS AND WEEDS	CITY
19	6/1/2020	STUTE - LOTS	GRASS AND WEEDS	OWNER
20	6/1/2020	1319 W LOUISIANA	GRASS AND WEEDS	CITY
21	6/1/2020	1319 W LOUISIANA	TREES AND SHRUBS	CITY
22	6/1/2020	401 S 13TH	GRASS AND WEEDS	OWNER
23	6/1/2020	609 S 13TH	GRASS AND WEEDS	CITY
24	6/1/2020	609 S 13TH	TRASH AND DEBRIS	CITY
25	6/1/2020	609 S 13TH	JUNK APPLIANCES	CITY
26	6/1/2020	609 S 13TH	DILAPIDATED	CITY
27	6/1/2020	621 S 13TH	JUNK VEHICLE	OWNER
28	6/1/2020	1415 W MISSISSIPPI	GRASS AND WEEDS	30 DAY
29	6/1/2020	1415 W MISSISSIPPI	TRASH AND DEBRIS	30 DAY
30	6/1/2020	1415 W MISSISSIPPI	TREES AND SHRUBS	30 DAY
31	6/1/2020	1415 W MISSISSIPPI	DILAPIDATED	30 DAY
32	6/1/2020	935 W GEORGIA	GRASS AND WEEDS	2 WKS
33	6/1/2020	935 W GEORGIA	TRASH AND DEBRIS	2 WKS
34	6/1/2020	935 W GEORGIA	JUNK VEHICLE	2 WKS
35	6/1/2020	917 W GEORGIA	GRASS AND WEEDS	OWNER
36	6/1/2020	917 W GEORGIA	TRASH AND DEBRIS	OWNER
37	6/1/2020	907 W GEORGIA	GRASS AND WEEDS	OWNER
38	6/1/2020	907 W GEORGIA	TRASH AND DEBRIS	2 WKS
39	6/1/2020	907 W GEORGIA	JUNK VEHICLE	30 DAY
40	6/1/2020	907 W GEORGIA	DILAPIDATED	30 DAY
41	6/1/2020	515 S 7TH	TRASH AND DEBRIS	OWNER
42	6/5/2020	215 E ELM	TRASH AND DEBRIS	POSTED
43	6/5/2020	316 W ELM	TRASH AND DEBRIS	POSTED
44	6/5/2020	316 W ELM	TREES AND SHRUBS	POSTED
45	6/5/2020	1011 N 6TH	GRASS AND WEEDS	POSTED
46	6/5/2020	1011 N 6TH	TRASH AND DEBRIS	POSTED
47	6/5/2020	1011 N 6TH	DILAPIDATED	POSTED
48	6/5/2020	1006 N 6TH	DILAPIDATED	POSTED
49	6/5/2020	911 N 6TH	GRASS AND WEEDS	POSTED
50	6/5/2020	911 N 6TH	TRASH AND DEBRIS	POSTED
51	6/5/2020	911 N 6TH	TREES AND SHRUBS	POSTED

52	6/5/2020	911 N 6TH	JUNK APPLIANCES	POSTED
53	6/5/2020	911 N 6TH	DILAPIDATED	POSTED
54	6/5/2020	1003 W EVERGREEN	GRASS AND WEEDS	POSTED
55	6/5/2020	1003 W EVERGREEN	TRASH AND DEBRIS	POSTED
56	6/5/2020	1003 W EVERGREEN	TREES AND SHRUBS	POSTED
57	6/5/2020	1003 W EVERGREEN	DILAPIDATED	POSTED
58	6/5/2020	1010 W EVERGREEN	GRASS AND WEEDS	POSTED
59	6/5/2020	1010 W EVERGREEN	TRASH AND DEBRIS	POSTED
60	6/5/2020	1010 W EVERGREEN	JUNK APPLIANCES	POSTED
61	6/5/2020	1225 HOUSTON	GRASS AND WEEDS	POSTED
62	6/5/2020	1121 ROOSEVELT	TRASH AND DEBRIS	POSTED
63	6/5/2020	1429 UNIVERSITY	GRASS AND WEEDS	POSTED
64	6/5/2020	4102 W HWY 70	GRASS AND WEEDS	POSTED
65	6/5/2020	4102 W HWY 70	TRASH AND DEBRIS	POSTED
66	6/5/2020	4102 W HWY 70	JUNK VEHICLE	POSTED
67	6/5/2020	4102 W HWY 70	DILAPIDATED	POSTED
68	6/5/2020	1512 W LOUISIANA	GRASS AND WEEDS	POSTED
69	6/5/2020	1512 W LOUISIANA	TRASH AND DEBRIS	POSTED
70	6/5/2020	1512 W LOUISIANA	JUNK VEHICLE	POSTED
71	6/5/2020	1512 W LOUISIANA	DILAPIDATED	POSTED
72	6/5/2020	623 S 15TH	GRASS AND WEEDS	POSTED
73	6/5/2020	623 S 15TH	TRASH AND DEBRIS	POSTED
74	6/5/2020	623 S 15TH	JUNK VEHICLE	POSTED
75	6/5/2020	1408 BYERS	GRASS AND WEEDS	POSTED
76	6/5/2020	506 S 14TH	GRASS AND WEEDS	POSTED
77	6/5/2020	506 S 14TH	TRASH AND DEBRIS	POSTED
78	6/5/2020	1412 TEXAS	TRASH AND DEBRIS	POSTED
79	6/5/2020	1221 W LOUISIANA	GRASS AND WEEDS	POSTED
80	6/5/2020	1221 W LOUISIANA	TREES AND SHRUBS	POSTED
81	6/5/2020	426 S 12TH	GRASS AND WEEDS	POSTED
82	6/5/2020	701 W ALABAMA	TRASH AND DEBRIS	POSTED
83	6/5/2020	701 W ALABAMA	DILAPIDATED	POSTED
84	6/5/2020	323 S 6TH	GRASS AND WEEDS	POSTED
85	6/5/2020	317 S 5TH	GRASS AND WEEDS	POSTED
86	6/5/2020	317 S 5TH	TRASH AND DEBRIS	POSTED
87	6/5/2020	317 S 5TH	TREES AND SHRUBS	POSTED
88	6/5/2020	317 S 5TH	DILAPIDATED	POSTED
89	6/15/2020	215 E ELM	TRASH AND DEBRIS	CITY
90	6/15/2020	316 W ELM	TRASH AND DEBRIS	OWNER
91	6/15/2020	316 W ELM	TREES AND SHRUBS	10 DAYS
92	6/15/2020	1011 N 6TH	GRASS AND WEEDS	OWNER
93	6/15/2020	1011 N 6TH	TRASH AND DEBRIS	OWNER
94	6/15/2020	1011 N 6TH	DILAPIDATED	CITY
95	6/15/2020	1006 N 6TH	DILAPIDATED	60 DAYS
96	6/15/2020	911 N 6TH	GRASS AND WEEDS	OWNER
97	6/15/2020	911 N 6TH	TRASH AND DEBRIS	OWNER
98	6/15/2020	911 N 6TH	TREES AND SHRUBS	CITY
99	6/15/2020	911 N 6TH	JUNK APPLIANCES	CITY
100	6/15/2020	911 N 6TH	DILAPIDATED	CITY
101	6/15/2020	1003 W EVERGREEN	GRASS AND WEEDS	OWNER
102	6/15/2020	1003 W EVERGREEN	TRASH AND DEBRIS	CITY
103	6/15/2020	1003 W EVERGREEN	TREES AND SHRUBS	CITY
104	6/15/2020	1003 W EVERGREEN	DILAPIDATED	CITY
105	6/15/2020	1010 W EVERGREEN	GRASS AND WEEDS	OWNER
106	6/15/2020	1010 W EVERGREEN	TRASH AND DEBRIS	CITY

107	6/15/2020	1010 W EVERGREEN	JUNK APPLIANCES	OWNER
108	6/15/2020	1225 HOUSTON	GRASS AND WEEDS	OWNER
109	6/15/2020	1121 ROOSEVELT	TRASH AND DEBRIS	OWNER
110	6/15/2020	1429 UNIVERSITY	GRASS AND WEEDS	OWNER
111	6/15/2020	4102 W HWY 70	GRASS AND WEEDS	OWNER
112	6/15/2020	4102 W HWY 70	TRASH AND DEBRIS	2 WKS
113	6/15/2020	4102 W HWY 70	JUNK VEHICLE	OWNER
114	6/15/2020	4102 W HWY 70	DILAPIDATED	2 WKS
115	6/15/2020	1512 W LOUISIANA	GRASS AND WEEDS	CITY
116	6/15/2020	1512 W LOUISIANA	TRASH AND DEBRIS	CITY
117	6/15/2020	1512 W LOUISIANA	JUNK VEHICLE	CITY
118	6/15/2020	1512 W LOUISIANA	DILAPIDATED	CITY
119	6/15/2020	623 S 15TH	GRASS AND WEEDS	OWNER
120	6/15/2020	623 S 15TH	TRASH AND DEBRIS	CITY
121	6/15/2020	623 S 15TH	JUNK VEHICLE	CITY
122	6/15/2020	1408 BYERS	GRASS AND WEEDS	CITY
123	6/15/2020	506 S 14TH	GRASS AND WEEDS	CITY
124	6/15/2020	506 S 14TH	TRASH AND DEBRIS	CITY
125	6/15/2020	1412 TEXAS	TRASH AND DEBRIS	CITY
126	6/15/2020	1221 W LOUISIANA	GRASS AND WEEDS	OWNER
127	6/15/2020	1221 W LOUISIANA	TREES AND SHRUBS	OWNER
128	6/15/2020	426 S 12TH	GRASS AND WEEDS	CITY
129	6/15/2020	701 W ALABAMA	TRASH AND DEBRIS	OWNER
130	6/15/2020	701 W ALABAMA	DILAPIDATED	CITY
131	6/15/2020	323 S 6TH	GRASS AND WEEDS	OWNER
132	6/15/2020	317 S 5TH	GRASS AND WEEDS	CITY
133	6/15/2020	317 S 5TH	TRASH AND DEBRIS	CITY
134	6/15/2020	317 S 5TH	TREES AND SHRUBS	CITY
135	6/15/2020	317 S 5TH	DILAPIDATED	CITY
136	6/19/2020	1402 SKYLINE	GRASS AND WEEDS	POSTED
137	6/19/2020	1402 SKYLINE	JUNK VEHICLE	POSTED
138	6/19/2020	1101 N 1ST	TRASH AND DEBRIS	POSTED
139	6/19/2020	504 N 4TH	GRASS AND WEEDS	POSTED
140	6/19/2020	504 N 4TH	TRASH AND DEBRIS	POSTED
141	6/19/2020	504 N 4TH	DILAPIDATED	POSTED
142	6/19/2020	504 N 4TH	DILAPIDATED-ROOF	POSTED
143	6/19/2020	814 N 6TH	GRASS AND WEEDS	POSTED
144	6/19/2020	814 N 6TH	TRASH AND DEBRIS	POSTED
145	6/19/2020	814 N 6TH	TREES AND SHRUBS	POSTED
146	6/19/2020	814 N 6TH	JUNK VEHICLE	POSTED
147	6/19/2020	814 N 6TH	JUNK APPLIANCES	POSTED
148	6/19/2020	814 N 6TH	DILAPIDATED	POSTED
149	6/19/2020	217 N 6TH	TRASH AND DEBRIS	POSTED
150	6/19/2020	217 N 6TH	TREES AND SHRUBS	POSTED
151	6/19/2020	1023 W ELM	GRASS AND WEEDS	POSTED
152	6/19/2020	909 CHUCKWA	JUNK VEHICLE	POSTED
153	6/19/2020	917 CHUCKWA	TRASH AND DEBRIS	POSTED
154	6/19/2020	917 CHUCKWA	JUNK VEHICLE	POSTED
155	6/19/2020	917 CHUCKWA	JUNK VEHICLE	POSTED
156	6/19/2020	1214 DENISON	GRASS AND WEEDS	POSTED
157	6/19/2020	1214 DENISON	TRASH AND DEBRIS	POSTED
158	6/19/2020	2712 FORREST CIR	GRASS AND WEEDS	POSTED
159	6/19/2020	3201 BUTLAN CIR	TREES AND SHRUBS	POSTED
160	6/19/2020	3201 BUTLAN CIR	POOL NO FENCE	POSTED
161	6/19/2020	3602 WILSON	TREES AND SHRUBS	POSTED

162	6/19/2020	1401 WENDELL	TRASH AND DEBRIS	POSTED
163	6/19/2020	1401 WENDELL	JUNK APPLIANCES	POSTED
164	6/19/2020	1618 W CEDAR	TRASH AND DEBRIS	POSTED
165	6/19/2020	1618 W CEDAR	TREES AND SHRUBS	POSTED
166	6/19/2020	1618 W CEDAR	JUNK VEHICLE	POSTED
167	6/19/2020	402 S 21ST	TRASH AND DEBRIS	POSTED
168	6/19/2020	406 S 16TH	GRASS AND WEEDS	POSTED
169	6/19/2020	1419 W MISSISSIPPI	GRASS AND WEEDS	POSTED
170	6/19/2020	1314 W MISSISSIPPI	GRASS AND WEEDS	POSTED
171	6/19/2020	1314 W MISSISSIPPI	TREES AND SHRUBS	POSTED
172	6/19/2020	VACANT LOT NEAR 423 S 13TH	GRASS AND WEEDS	POSTED
173	6/19/2020	VACANT LOT NEAR 423 S 13TH	TREES AND SHRUBS	POSTED
174	6/19/2020	219 S 12TH	JUNK VEHICLE	POSTED
175	6/19/2020	924 W TEXAS	TRASH AND DEBRIS	POSTED
176	6/19/2020	1009 W LOUISIANA	TRASH AND DEBRIS	POSTED
177	6/19/2020	1012 W LOUISIANA	TRASH AND DEBRIS	POSTED
178	6/19/2020	1016 W LOUISIANA	TRASH AND DEBRIS	POSTED
179	6/29/2020	1402 SKYLINE	GRASS AND WEEDS	OWNER
180	6/29/2020	1402 SKYLINE	JUNK VEHICLE	OWNER
181	6/29/2020	1101 N 1ST	TRASH AND DEBRIS	OWNER
182	6/29/2020	504 N 4TH	GRASS AND WEEDS	OWNER
183	6/29/2020	504 N 4TH	TRASH AND DEBRIS	OWNER
184	6/29/2020	504 N 4TH	DILAPIDATED	60 DAYS
185	6/29/2020	504 N 4TH	DILAPIDATED-ROOF	60 DAYS
186	6/29/2020	814 N 6TH	GRASS AND WEEDS	OWNER
187	6/29/2020	814 N 6TH	TRASH AND DEBRIS	2 WKS
188	6/29/2020	814 N 6TH	TREES AND SHRUBS	2 WKS
189	6/29/2020	814 N 6TH	JUNK VEHICLE	2 WKS
190	6/29/2020	814 N 6TH	JUNK APPLIANCES	2 WKS
191	6/29/2020	814 N 6TH	DILAPIDATED	2 WKS
192	6/29/2020	217 N 6TH	TRASH AND DEBRIS	OWNER
193	6/29/2020	217 N 6TH	TREES AND SHRUBS	OWNER
194	6/29/2020	1023 W ELM	GRASS AND WEEDS	CITY
195	6/29/2020	909 CHUCKWA	JUNK VEHICLE	OWNER
196	6/29/2020	917 CHUCKWA	TRASH AND DEBRIS	CITY
197	6/29/2020	917 CHUCKWA	JUNK VEHICLE	CITY
198	6/29/2020	917 CHUCKWA	JUNK VEHICLE	CITY
199	6/29/2020	1214 DENISON	GRASS AND WEEDS	OWNER
200	6/29/2020	1214 DENISON	TRASH AND DEBRIS	OWNER
201	6/29/2020	2712 FORREST CIR	GRASS AND WEEDS	OWNER
202	6/29/2020	3201 BUTLAN CIR	TREES AND SHRUBS	OWNER
203	6/29/2020	3201 BUTLAN CIR	POOL NO FENCE	CITY
204	6/29/2020	3602 WILSON	TREES AND SHRUBS	OWNER
205	6/29/2020	1401 WENDELL	TRASH AND DEBRIS	OWNER
206	6/29/2020	1401 WENDELL	JUNK APPLIANCES	OWNER
207	6/29/2020	1618 W CEDAR	TRASH AND DEBRIS	CITY
208	6/29/2020	1618 W CEDAR	TREES AND SHRUBS	CITY
209	6/29/2020	1618 W CEDAR	JUNK VEHICLE	OWNER
210	6/29/2020	402 S 21ST	TRASH AND DEBRIS	CITY
211	6/29/2020	406 S 16TH	GRASS AND WEEDS	OWNER
212	6/29/2020	1419 W MISSISSIPPI	GRASS AND WEEDS	CITY
213	6/29/2020	1314 W MISSISSIPPI	GRASS AND WEEDS	CITY
214	6/29/2020	1314 W MISSISSIPPI	TREES AND SHRUBS	CITY
215	6/29/2020	VACANT LOT NEAR 423 S 13TH	GRASS AND WEEDS	OWNER
216	6/29/2020	VACANT LOT NEAR 423 S 13TH	TREES AND SHRUBS	OWNER

217	6/29/2020	219 S 12TH	JUNK VEHICLE	CITY
218	6/29/2020	924 W TEXAS	TRASH AND DEBRIS	OWNER
219	6/29/2020	1009 W LOUISIANA	TRASH AND DEBRIS	OWNER
220	6/29/2020	1012 W LOUISIANA	TRASH AND DEBRIS	CITY
221	6/29/2020	1016 W LOUISIANA	TRASH AND DEBRIS	CITY



The City of Durant

Durant Industrial Authority

Memorandum

Date: 7/6/2020
To: Mayor and City Council
From: Lisa Taylor, Economic Development/ DIA Director
Re: Economic Development Monthly Report - June 2020

Council Information / Action Requested

Information only

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

ATTACHMENTS:

Description	Type	Upload Date
Economic Development Report	Cover Memo	7/9/2020

Monthly Economic Development Report

June 2020

To: Mayor and City Council Members

From: Lisa Taylor, Director

Date: July 6, 2020

Highway 70: City employees met to discuss the renaming of various streets currently known as some form of "Highway 70". The issue has been causing problems for drivers delivering to businesses located along various sections of Highway 70. Resolution 2020-29 has been created, and will be presented to City Council Members on July 14, 2020.

Requests for Information: We received one Request for Information for June. Durant Industrial Authority did not have a property to meet the minimum requirements for that project, and no proposal was submitted. Property will be identified for purchase by the DIA, upon approval, which will allow us the opportunity to compete for future development projects.

Business Retention & Expansion Services: An RFP was posted, and a vendor has been selected to provide a platform for Business Retention and Expansion data. Once a vendor is selected, a formal contract for services will be signed, and a local team will be formed to conduct interviews, data input and follow up. Proposed team members will represent the Chamber of Commerce, Durant Main Street, local education, etc.

New office space: The Durant Industrial Authority is now located inside City Hall. City employees moved furniture to City Hall. There are a lot of files to go through to determine what should be kept or discarded. In the future, we will move to electronic records management, as time and finances allow.

Other activity: A strategic plan and the 2019-20 Annual Report are being developed and will be presented to the DIA members for adoption in August. If anyone has interest in providing information or guidance for either document, please contact Lisa Taylor.



The City of Durant

Durant/Bryan County Emergency Management

Memorandum

Date: 7/9/2020
To: Mayor and City Council
From: Kenneth Eppler Emergency Management Director
Re: Emergency Management Monthly Report - June 2020

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Emergency Management Monthly Report - June 2020	Exhibit	7/9/2020



TO: City Manager and City Council

FROM: Kenneth Eppler, Emergency Management Director

DATE: June 30, 2020

SUBJECT: Monthly Report for June 2020

6/9/2020 Coordinated communications for the BLM march in downtown Durant to help ensure safety for all those involved.

We received notice on 6/15/2020 of an EFT in the amount of \$30,000 for payment of quarters 1, 2 and 3 EMPG.

On 6/16/2020 I filed the 2021 EMPG Notice of Intent in OK EM Grants. We will be notified of the amount of our award this fall.

On 6/22/2020 I completed the application for renewal of our Memorandum of Agreement with IPAWS and sent it to FEMA. I have not received the actual MOA back from FEMA yet. The Mayor will need to sign the MOA for the City once we receive it.

6/23/2020 – 7/1/2020 8 interviews for the Deputy Director position.

Kenneth Eppler, Director



The City of Durant

Office of City Treasurer

Memorandum

Date: 6/26/2020
To: Mayor and City Council
From: An-chen Lai, Finance Director/Treasurer
Re: Financial Statements and Sales Tax Breakdown

I have included the following Statements:

May 2020

General fund

Capital Improvement Fund

Durant City Utilities Authority Fund

And

June 2020 Sales Tax Breakdown

Council Information / Action Requested

Information only

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

ATTACHMENTS:

Description	Type	Upload Date
May 2020 General Fund Report	Cover Memo	6/26/2020
May 2020 Capital Improvements Fund	Cover Memo	6/26/2020
May 2020 Durant City Utilities Authority Fund	Cover Memo	6/26/2020
June 2020 Sales Tax Breakdown	Cover Memo	6/26/2020

City of Durant, Oklahoma

General Fund - UNAUDITED

Monthly Revenue and Expense Report MAY 2020 - 91.67% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY19/20 Budget	% of Budget Y-T-D
Sales Tax (2%)	662,863	7,258,425	7,400,000	98.09%
Use Tax	141,851	1,696,586	1,600,000	106.04%
Alcoholic Beverage Tax	14,174	166,525	125,000	133.22%
Tobacco Excise Tax	12,302	146,423	140,000	104.59%
Telephone Franchise Tax	14	5,313	15,000	35.42%
Electric Service Franchise Tax	53,708	797,202	850,000	93.79%
Natural Gas Franchise Tax	4,028	48,983	60,000	81.64%
Cable TV Service Franchise Tax	-	70,609	75,000	94.14%
Vehicle Tax	11,974	118,212	120,000	98.51%
Gasoline Excise Tax	0	19,729	35,000	56.37%
Licenses - All Types	1,115	35,325	41,000	86.16%
Permits - All Types	12,183	196,128	240,000	81.72%
Swimming Pool Revenues	-	32,363	54,900	58.95%
Library Café Revenues	-	490	-	
Charges For Services	93	14,178	25,600	55.38%
Police Bonds & Fines	18,106	322,277	325,900	98.89%
Interest Earnings	1,733	32,216	28,000	115.06%
Grant Revenues	1,512	92,266	210,857	43.76%
Miscellaneous Revenues	18,962	333,948	297,312	112.32%
Sub-Total Revenues	954,618	11,387,197	11,643,569	97.80%
Transfer from Emp Insurance	16,667	183,337	200,004	91.67%
Transfer from Utility Authority	216,667	2,383,333	2,600,000	91.67%
	233,334	2,566,670	2,800,004	91.67%

USE OF FUND BALANCE

			1,875,301	
Total Revenues & Other Financing Sources	1,187,952	13,953,867	16,318,875	85.51%

Department:	This Period	Year-To-Date	Current FY19/20 Budget	% of Budget Y-T-D
City Administration	39,302	487,506	600,373	81.20%
City Clerk	12,952	117,367	133,729	87.77%
City Treasurer	33,439	375,611	446,739	84.08%
Legal Services - Attorney	-	50,347	100,350	50.17%
Law Enforcement - Police Dept	490,642	4,656,796	5,579,717	83.46%
Animal Control	9,060	91,069	115,127	79.10%
Fire Dept	311,917	3,158,623	3,551,475	88.94%
Parks, Rec & General Services	76,564	738,175	850,097	86.83%
Swimming Pool	10,521	75,543	117,485	64.30%
Municipal Court	7,230	123,728	141,629	87.36%
Community Development	49,660	517,572	579,186	89.36%
Public Library	49,047	616,932	702,285	87.85%
Street Department	76,003	1,019,074	1,266,734	80.45%
Economic Development	12,256	67,077	120,908	55.48%
Civil Emergency Management	23,181	236,149	296,232	79.72%
General Government	32,718	527,540	1,006,709	52.40%
City Garage	26,667	278,413	344,827	80.74%
Senior Citizens Center	372	9,646	54,321	17.76%
Sub-Total Operating Expenditures	1,261,531	13,147,168	16,007,923	82.13%
Other Financing Uses:				
P. TRSF to I.T. service Fund	0	0	23,860	
Transfer to Insurance Cash Fund	0	153,004	153,004	100.00%
Transfer to Capital Impr. Fund	0	0	39,087	
Transfer to Cemetery Operations Fund	7,917	87,083	95,000	91.67%
Sub-Total Transfers Out	7,917	240,087	310,951	77.21%

Total Expenditures & Other Financing Sources	1,269,448	13,387,256	16,318,875	82.04%
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Net Gain / (Loss) - Excluding Balance Forward	(81,496)	566,611	0	0
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May 2020 HAD 3 PAYROLLS

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report MAY 31 2020

Revenue Type:	This Period	Year-To-Date	Current FY19/20 Budget
Interest Earnings	326	15,556	13,000
Miscellaneous	-	42,430	67,711
CCPF Donation	54,500	236,500	210,000
ODOT Streetscape V Grant	-	-	399,968
Private Donation	-	4,337	
OPJ-BVP Bullet Proof Vest	-	6,347	10,166
OWBR Loan Proceeds	-	50,500	4,000,000
Grant-2019 BOR-WEEG	-	-	1,500,000
Grant-2018 BOR-SWEP	-	-	73,724
FEMA Special Project Grant-FD Truck	-	-	952,381
FY17 Land and Water Grant CA Park	-	-	108,861
OEM/911 MNGMNT AUTH GRANT	-	-	156,346
EDA 08-01-05284 WWTP IMP 69%	-	-	1,500,000
Choctaw WWTP IMP Contribution	-	700,000	700,000
Sub-Total Revenues	54,826	1,055,671	9,692,157
TRSF From General Fund	-	-	39,087
Transfer from DCFA Fund-MISC	-	-	750,000
Transfer from PD Drug Enforcement	-	12,501.00	12,501
Reimb. From DIA (Project)	-	-	15,700
Transfer from Utility Authority	133,333	1,466,666	1,609,300
Transfer from DCUA 2010 STRN	-	224,119	224,500
Transfer from DCUA 2012A STRN	-	120,496	827,255
Transfer from UA 2020 STRN 210-052	-	-	13,280,000
Sub-Total Transfers In	133,333	1,823,782	16,758,343
USE OF FUND BALANCE			1,005,571
Total Revenue & Other Financing Sources	188,160	2,879,453	27,456,071

Expenditure Type:	This Period	Year-To-Date	Current FY19/20 Budget
Law Enforcement - Police Dept	642	118,211	161,192
Animal Control	14,472	14,472	80,000
Communication Ctr.	-	2,500	215,433
Fire Dept	-	1,060,993	1,084,631
Parks, Rec, & Gen Services	30,873	57,378	341,497
Street	12,235	548,108	972,559
Civil Emergency Management	-	33,720	33,720
General Government	56,471	409,515	1,038,910
City Garage	-	9,295	10,000
Senior Cityzens Center	8,000	19,855	761,856
Public Works Administration	-	5,790	27,500
Water / Sewer Line Maintenance	41,800	318,197	5,853,384
Water Treatment Plant	-	368,174	420,922
Wastewater Treatment Plant	-	129,458	2,509,243
Collection-Solid Waste	-	299,900	299,900
Disposal- Solid Waste	-	286,969	365,324
2020U.S.S.T.R.N. Exp.	-	-	13,280,000
Total Fund Expenditures	164,492	3,682,535	27,456,071

Net Gain / (Loss) - Excluding Balance Forward	23,667	(803,083)	-
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Durant City Utilities Authority Fund 405 - Unaudited

Monthly Revenue and Expense Report MAY 2020 - 91.67% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY19/20 Budget	% of Budget Y-T-I
Licenses and Permits	6,850	30,150	10,000	301.50%
Laboratory Test Performed	1,644	19,641	25,000	78.56%
Water Service - City-Wide	176,561	2,253,369	2,800,000	80.48%
Water Sales - RW Dist. #2	3,034	33,369	36,000	92.69%
Water Sales - RW Dist. #5	82,181	1,018,638	950,000	107.23%
Sewer Service Fees	180,774	2,134,629	2,500,000	85.39%
Sewer Excessive Strength Fees	-	3,683	-	0.00%
Sanitation Service Fees	265,070	2,921,268	3,100,000	94.23%
Sanitation - Roll off Bins Revenue	56,052	862,244	1,000,000	86.22%
Sanitation - Compactor Revenue	20,265	262,598	270,000	97.26%
Landfill Gate Fees (excluding Xfer ST.)	75,990	639,530	500,700	127.73%
Transfer Station Fees Revenue	33,737	393,015	425,000	92.47%
Interest Earnings	1,848	34,495	9,200	374.94%
Agri. Lease Revenue	-	3,427	3,750	91.39%
Late Payment Penalties	90	93,052	122,000	76.27%
Non Payment Fee	1,200	109,153	140,000	77.97%
Bad Debt Collect Fees Revenue	531	5,865	1,500	391.02%
Water Tower Lease	8,646	94,830	108,000	87.81%
DCUA Service Initiation Fee	2,475	26,250	25,000	105.00%
Tap Fees: Water & Sewer	9,803	175,286	110,000	159.35%
Recyclable Products SW Dis.	1,085	9,838	5,000	196.77%
Interest Earnings in 2007 USSTRN Proj. Acct.	30	1,835	-	0.00%
Miscellaneous Revenues	1,402	7,464	5,000	149.27%
Sub-Total Operating Revenues	929,267	11,133,629	12,146,150	91.66%

USE OF FUND BALANCE

Total Revenues & Other Financing Sources	929,267	11,133,629	12,146,150	91.66%
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Expense Type:	This Period	Year-To-Date	Current FY19/20 Budget	
Public Works Administration	16,750	168,992	215,325	78.48%
Utility Billing	47,381	591,348	744,216	79.46%
Water/Sewer Line Maintenance	73,391	807,877	938,440	86.09%
Water Treatment Plant	114,401	1,041,111	1,206,781	86.27%
Wastewater Treatment Plant	87,720	790,338	890,263	88.78%
Solid Waste - Collections	70,904	903,613	1,111,328	81.31%
Utility General Administration	3,302	115,610	440,538	26.24%
Lake Durant	2,665	34,309	39,600	86.64%
Solid Waste - Disposals	108,786	1,287,695	1,493,480	86.22%
Sub-Total Operating Expenses	525,300	5,740,893	7,079,970	81.09%

Transfer to Insurance Cash Fund	-	114,000	114,000	100.00%
Transfer to I.T. service Fund 010	-	-	15,918	0.00%
Transfer to General Fund	216,667	2,383,333	2,600,000	91.67%
Transfer to Capital Improvement Fund	133,333	1,466,667	1,609,300	91.14%
Transfer to Airport Authority	12,672	139,395	159,822	87.22%
Transfer to DMSC	26,928	296,212	323,140	91.67%
Transfer to 911 Fund	13,667	150,333	164,000	91.67%
Transfer to DWRF Maintenance Fund	6,667	73,333	80,000	91.67%
Sub-Total Transfer Expenses	409,934	4,623,273	5,066,180	91.26%

Total Fund Expenses & Transfers	935,234	10,364,167	12,146,150	85.33%
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Net Gain / (Loss) - Excluding Balance Forward	(5,967)	769,462	(0)	
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City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (e	\$83,238.08
1/4% Multi-Sports Facilities (eff	\$83,238.08
1/4% SOSU Improvements (effe	\$83,238.08
1% Capital Improvements (effect	\$332,952.33
2% General Operations	\$665,904.68
5/8% DISD Improvements (effec	\$208,095.21
Total Sales Tax Rev. June 2020 (	\$1,456,666.46



The City of Durant

Durant Fire Department

Memorandum

Date: 7/6/2020
To: Mayor and City Council
From: Roger Joines, Fire Chief
Re: Fire Department Monthly Report - June 2020

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Fire Department Monthly Report	Cover Memo	7/8/2020



Durant Fire Department

Monthly Report

June 2020

Type of Response	Month	Year to Date	
	June	2020	2019
Fires & Fire Related Calls	20	83	61
Rescue (MVC's) & Medical Calls	21	485	816
Hazardous Condition (No Fire)	8	38	26
Service Calls	1	25	21
Good Intent Calls	14	111	74
False Alarm & False Calls	10	52	40
Special Incident Type	0	3	6
Total Responses	74	797	1044

Type of Service Performed	Month	Year to Date	
	June	2020	2019
Permits	37	161	187
Inspections	52	284	281
Plans Review	7	87	98
Smoke Alarm Installed	0	3	7
Public Education	0	0	5
Fire Investigations	1	25	7
Pre-Fire Plans	3	5	15
Total Services	100	565	600

Comments :

- All three shifts have started with our annual hydrant testing. We have 846 hydrants within our city limits, 499 have been tested, leaving us with 347 to go. Annual hydrant testing is required by ISO , this helps us maintain our current ISO rating for the city. The annual hydrant testing also assures us the hydrants will work properly when the need arises.
- All three shifts have added significant driving time to the new aerial truck. New standards have been developed and are in place to provide for safe operation of this larger truck. The number of driving hours in different driving conditions was one of the changes made to the previous standard operating practice.
- DFD Purchasing Committee is still working on specs for the new pumper that will be purchased with Bryan County Fire Tax Revenue. It typically takes 8-10 months for a new truck to be built and delivered. This new pumper will take the place of a twenty-one year old truck that will not pass the pump test.
- DFD has also been busy with New Recruit physical agility, written testing and oral interviews. We have hired three new personnel that will be starting July 13, 2020.



The City of Durant

Human Resources Department

Memorandum

Date: 7/7/2020
To: Mayor and City Council
From: Kari Jones
Re: Human Resources Report June 2020

Staffing info for June 2020:

12 Terminations (4 Full-time, 8 Part-time)
25 New Hires (10 Part-time, 15 Part-time Temporary)

252 Total Employees as of June 30th.
(209 Full-time, 3 Part-time, 40 Part-time Temporary)

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
HR Report, June	Cover Memo	7/7/2020



THE CITY OF DURANT

Administration/ Human Resources

Date: 07/07/2020

To: Mayor and City Council

From: Human Resources

Re: HR Report, June 2020

Staffing info for June 2020:

12 Terminations (4 Full- time, 8 Part-time)

25 New Hires (10 Part-time, 15 Part-time Temporary)

252 Total Employees as of June 30th.

(209 Full-time, 3 Part-time, 40 Part-time Temporary)



The City of Durant

Donald W. Reynolds Community Center and Library

Memorandum

Date: 7/1/2020
To: Mayor and City Council
From: Robbee Tonubbee, Library Director
Re: Library Monthly Report - June 2020

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Library Monthly Report Jun 2020	Cover Memo	7/1/2020

Donald W Reynolds Community Center & Library

June 2020

Library is open w/limited access, services, & hours

Statistical Report

Attendance monthly total -----	<i>only 8 computers open & up to 30 in library to check out-----</i>	2,777
Attendance daily average -----		106
Circulation monthly (physical units)-----		4,155
Circulation average daily -----		159
Computer usage total -----		505
Computer users average daily-----	<i>only allowed 60 min max sessions-----</i>	19
Computer usage average time-----		33 min
Computer guest passes-----		
Computer guest passes average daily-----		
New Library card holders-----		90
Materials donated -----		1201
	(43 put in collection)	

Interesting Statistics

Attendance: We have one entrance open, the west one, and are only allowing a limited amount of people in the library during the day. We have modified our hours to M-FR 9:00am to 6:00pm and SA 10:00am to 2:00pm. There are 8 computers open still and we've not had anyone who needed to wait to use a computer. The community center has been closed which includes the meeting rooms, café, lobby, large restrooms, and east entrance. The rooms inside the library, sans the conference room, are also closed to the public and locked with reopening in July, after the holiday. Patrons must check in at the west desk to gain entrance into the library and there are 4-6 chairs and 3 tables for patrons who need to work on laptops or use the wifi (that use is limited to an hr at a time and up to two times a day.) The statistics do not include the traffic at the drive thru window. Many are requesting copies, faxing, and scanning to email through the window as well as picking up request/hold items.

Revenue: \$2018.99 for June. There are two payments for meeting rooms, one in June and one in July, for \$500; over \$300 in faxes and copies; coin op was over \$300 for about 6 weeks as the coin op machine wasn't functioning in early to mid-May; and almost \$300 in lost items.

What's Happened

- The library had no programming in May and will not do any "in person" programming in June or July. SRP bags were handed out weekly, mainly on Mondays, with at least 100 per week.
We gave out **532** bags in June with an average age of 7 years old.
- There were two events in the meeting rooms – a church held a dinner with less than 60 people & a local board used the smaller room for a meeting with less than 12 people.
- The library received applications in June and made an offer to an individual on 6/30, contingent on a clean background check and drug screening. This is a full time 30 hr/wk position that will hopefully start on 7/6.

What's Coming Up

-The SRP will continue to be “take away” and will consist of bags of crafts & activities tied to a weekly theme for July with the week of 7/20 being the last week. There were many community sponsors who donate funds and/or prizes for the kids (gift cards for snow cones from two vendors, coupons for Applebee's and Freddy's.) There is a banner on Main St. with a list of the vendors/sponsors for this summer's SRP.

-The library handed out **225** meals to children and families in June. These meals and snacks are provided by the Oklahoma Food Bank program and are a part of the library's “Very Hungry Reader” program that is in its 3rd year. The meals are picked up in the drive thru and are available from 4:00-6:00pm.

Projects

- The library will begin work on removing dead/diseased trees, shrubs, and bushes in July. There are several crepe myrtles, bushes and shrubs that have died out this year and they will be removed. After removal we will wait for 1-2 years before replanting based on the advice of SE's master gardener and the local OSU Extension Office rep.
- The library will begin work on wrapping the west covered entrance to cover flaking paint. The wrap will have books on it and be a vinyl wrap designed for the “elements.”
- The library will bring in a consultant to help figure out the next step in the library's reading park. A drainage study may need to be done and as well as an architectural plan to help lay out the park's design in a manner where it can be phased in over 3-5 years. These plans will be deferred due to the COVID crisis but will be pursued when possible.

Library Promotion

Library Website – www.donaldwreynolds.okpls.org

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

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

“Check it out at the Library” - weekly column with the Sunday edition of the Durant Daily Democrat.



The City of Durant

Parks

Memorandum

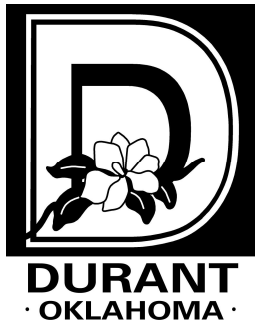
Date: 7/1/2020
To: Mayor and City Council
From: Marty Pope Parks Superintendent
Re: Parks Department Monthly Report - July 2020

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Parks Department Monthly Report - July 2020	Exhibit	7/1/2020



THE CITY OF DURANT

Office of the City Manager

Memorandum

Date: July 1, 2020
To: City Manager and Council
From: Marty Pope
Re: Monthly Activity

Capital Improvements - The Parks Department ordered a new 1 ton Dump truck in the previous physical year and should be delivered in the next couple of weeks. We have been waiting for about 11 months.

Mowing Contracts - Highway 69/75 and the Bypass is mowed once a month from April through October . This is a 3 year contract.

Parks, Medians and Clover Leafs are on a cycle of 24 mowings from April through October which is basically every 10 days. This is a three year contract.

Hay Contracts for Durant Airport , Durant Lake, DMSC, and Cemetery are cut once or twice a year. Contracts run from April to October. This a three year contract.

We will have a City Auction in October this year with OK of the City Manager.

May 1 the Parks Department RE-Installed basketball goals on Parks from Covid 19. Mowed and Sprayed Parks.

June 1st- 5th

Hauled 6 loads of limbs from Highland Cemetery, Mowed Ball fields, Parks, Brush cut South 9th and old R& D Salvage. Tied steel and poured 40x 90 pad at Carl Albert. Filled big pots on Main Street. Cleaned outside of new Senior Citizen Building (mold) off front of building. Met with Health Department and passed all Pool Inspections. Installed new sinks at Pool and DMSC. Run Parks and open Cemetery Gates. Mowed and weed eat at DMSC, fields ready to play on for summer league ball, tournament held on weekend.

June 8-11

Opened Swimming Pool, Brush Cut HWY 78, Removed trash cans, for protest at City Hall, Brush cut Airport, and Hwy 70 west. Moved DIA office to City Hall. Moved furniture at City Hall. Mowed all Parks and Ball Fields. Run Parks and opened Cemetery gates. Mowed and weed eat at DMSC, fields ready to play on for Summer League ball and Tournament on weekend.

June 15-19

Patched Swimming Pool Deck, Cut down tree and on East Evergreen and hauled off, Treated all parks for fire ants and Ball Fields. Mowed Parks and Ball Fields. Trimmed Crape Myrtles on West Main. Replaced steps on ladders and diving boards at Swimming Pool. Cut brush on South 9th. Run Parks and opened Cemetery gates. DMSC mowed and sprayed sidewalks, and fences, had fields ready to play on for summer league ball, tournament was canceled.

June 22-30

Unloaded new Canopies for Carl Albert Park, built new sign post for disc Golf at Durant Lake, finished setting forms for T PADS, mowed parks and ball fields, Installed new outside trash cans at the Library. Installed new soap dispensers in bathrooms at Parks. Poured 10 T PADS at Durant Lake, pulled forms, completed dirt work . Installed new sign post at Lake. Run Parks and opened Cemetery gates. DMSC fields ready to play on for weekly games. No tournament scheduled 4th of July.



The City of Durant

Office of Community Development

Memorandum

Date: 7/5/2020
To: Mayor and City Council
From: Danielle Barker, Community Development
Director
Re: Planning Commission Minutes from June 2020

Please find attached minutes from the June 2020, Planning Commission meeting.

Council Information / Action Requested

No Action Required.

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

No Follow-Up Required.

ATTACHMENTS:

Description	Type	Upload Date
Planning Commission Minutes from June 2020	Cover Memo	7/7/2020

**Minutes of the Durant Municipal Planning Commission Meeting of Tuesday,
June 30, 2020 Roscoe J. Hatfield, City Council Chambers, Durant City Hall**

CALL TO ORDER:

Planning Commission Chair Kevin Keener called the meeting to order at 5:35p.m.

INVOCATION:

Drew Jackson

Roll Call:

Planning Commission Members:

Present: Kerr, KNIGHT, Jackson, Keener

Absent: Horner

1. CONSIDERATION APPROVAL OF MINUTES

- Planning Commission Meeting of May 26, 2020

Motion was made by Commission Member Knight and seconded by Commission Member Jackson to approve the minutes of May 26, 2020 as presented

Motion carried by the following vote:

Aye: Keener, Kerr, Knight, Jackson,

Nay:

Abstain

2. CONSIDERATION PC2020-10

Danielle Barker reviewed with the Planning Commission members a rezoning case to go from Ag to Light Industrial. This case is being brought back from the previous meeting in which it was tabled. We did send out new letters with the new date and time for this meeting. The surrounding properties are mostly Ag and R-1. There are no current plans as to what they want to do with the property. The current future land use map shows the area as being Hwy Commercial and Ag uses. Therefore, the zoning request is not in compliance with the Comp Plan. There have been no letters or phone calls for or against this request.

S. Knight: no one has turned anything in. Just showed up at last meeting?

D. Barker: Correct

B Aycock: Real Estate associate representing the owners of the property. We just think that the highest and best use for the property is Industrial. Tracts 4, 5, 6, north of bypass currently already has infrastructure available, city sewer on property.

D. Jackson: Other than the change in the tracts (legal descriptions) is there any other change to the request

B. Aycock: No sir

K. Keener: Do any of the other tracts have utilities

B. Aycock: 4, 5 have water, not sure if it would be a problem to get the sewer to it.

S, Knight: The square tract to the West, wasn't that rezoned in the past.

K. Keener: South of the bypass and west of Cemetery Rd was rezoned

B. Aycock: We could file a warranty deed to separate the tracts.

D. Barker: You won't be able to file it; it has to be subdivided by the City

Buddy Yandell: owner, we thought the best use is industrial for the area (I-1) is the logical choice. The railroad has been abandoned so property reverts back to the property owner. Bypass goes over it.

D. Jackson: Do you know what the intended use for the properties are?

B. Aycock: No, it is kind of a you build it they will come situation.

S. Knight: Has there been any discussion about access to the properties other than Rodeo Rd.

K. Keener: There was minimal discussion at the last meeting.

B. Aycock: Most traffic should come from SE 3rd.

D. Jackson: If rezoned we have no control on the access, they can use any street...

K. Keener: Whitney do you have any insight.

W. Kerr: On one hand the owner should be encouraged to do what they can with their property, ideal use is probably industrial, however the issue for me is all the residential area surrounding this and then have an industrial zone in the middle of it.

D. Jackson: I agree with Whitney

K. Keener: I agree with being able to do what you want to do with your land, however we have to follow the future land use map and it currently does not show this area as industrial. The way the ordinance is written this will abut Ag property, there no requirements for I-1 abutting up to Ag property

B. Aycock: As far as this abutting up to Ag land I don't think this should be much of a concern, there is a nuisance concern attached to Ag land, from farm animals, equipment and such. There would be an ag buffer between the I-1 and the residential areas.

K. Keener: Any other questions or comments?

Motion was made by Commission Member Jackson and seconded by Commission Member Kerr to Deny the request as presented

Motion carried by the following vote:

Aye: Keener, Kerr, Knight, Jackson

Nay:

Abstain

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

Motion made by Commission Member Jackson and seconded by Commission Member Knight to adjourn.

Motion Carried by the following vote:

Aye: Keener, Kerr, Knight, Jackson

Nay:

The meeting was adjourned at 6:15 p.m.



The City of Durant

Durant Police Department

Memorandum

Date: 7/7/2020
To: Mayor and City Council
From: David Houser, Chief of Police
Re: Police Department Monthly Report - May 2020

See/Review Attached Report

Council Information / Action Requested

Information Only

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

None

ATTACHMENTS:

Description	Type	Upload Date
Police Department Monthly Report - May 2020	Cover Memo	7/7/2020



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 May 2020

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

OFFENSES	May-20	May-19	YTD 2020
<i>UCR PART 1 CRIMES</i>			
Criminal Homicide	0	0	2
Forcible Rape	1	0	4
Robbery	0	0	2
Aggravated Assaults	9	8	13
Burglary	14	15	58
Larceny-Theft	34	66	165
Motor Vehicle Theft	1	8	19
Arson	0	1	1
<i>UCR Part 1 Crimes - TOTAL</i>	59	98	264
<i>UCR PART 2 CRIMES</i>			
Other Assaults (Simple)**	9	20	49
Forgery and Counterfeiting; Fraud; Embezzlement; Stolen Property-Buying, Receiving, Possessing; Vandalism; Weapons-Carrying, Possessing, etc; Prostitution and Commercialized Vice; Sex Offenses; Drug Abuse Violations; Gambling; Offenses Against the Family and Children; Driving Under the Influence; Liquor Laws; Drunkenness; Disorderly Conduct; Vagrancy; All Other Offenses (Warrant Arrests); Suspicion; Curfew and Loitering Laws; Runaways			
<i>**UCR Part 2 Crimes**-TOTAL</i>	284	280	1,201
TOTAL OFFENSES (UCR Part 1 & Part 2 Crimes)	343	378	1,465

Domestic Violence Cases	May-20	May-19	YTD 2020
This number is included in Part 1 Crimes- Aggravated Assaults & Part 2 Crimes-Simple Assaults	6	16	25



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 May 2020

ARRESTS	May-20	May-19	YTD 2020
UCR Part 1 Crimes	6	19	34
UCR Part 2 Crimes	125	153	603
Juvenile Crimes	1	6	13
TOTAL ARRESTS	132	178	650

EOD Actions	27	22	119
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Emergency Order of Detentions include the preparation of reports and affidavit to commit persons for an emergency mental health evaluation, having the officer stand by while the evaluation is conducted by a mental health professional, and then the transport to an approved state mental health institution for treatment. (Norman, McAlester, Ada or Sulphur)

MOTOR VEHICLE COLLISIONS	May-20	May-19	YTD 2020
Injury Accidents	6	17	34
Property Damage Accidents	23	38	146
Private Property Accidents	11	15	45
Fatality Accidents	1	0	1
TOTAL ACCIDENTS	41	70	226

CITATIONS	May-20	May-19	YTD 2020
Traffic/Non-Traffic Citations	622	422	2,234
Warnings	155	132	516
DUI	13	15	45
TOTAL	790	569	2,795



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David Houser, Chief of Police

MONTHLY DEPARTMENTAL REPORT May 2020

<i>CALLS FOR SERVICE</i>	<i>May-20</i>	<i>May-19</i>	<i>YTD 2020</i>
Durant Police Department	2,735	2,409	10,765
Bryan County*	1,993	2,039	8,443
TOTAL CALLS FOR SERVICE	4,728	4,448	19,208

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

<i>RESERVE HOURS</i>	207	329	695.50
<i>CHAPLAIN HOURS</i>	22.75	15.5	82.75

<i>ANIMAL CONTROL</i>	<i>May-20</i>	<i>May-19</i>	<i>YTD 2020</i>
Calls for Service	239	161	935
Citations Issued	5	1	18
Adoptions	1	4	8

Department Report Totals (OSBI-UCR)

2020	>>> >>> >>>			MISC OFFENSES					<<<		<<<		<<<	>>> ARRESTS <<<					> COLLISIONS (MVC) <					>>> > CITATIONS < <<<				CALLS FOR SERVICE					>> ANIMAL CONTROL <<				
	MUR-		ROB-	ASSAULTS		BURG	LAR-	MV	AR-	UCR	UCR	TOTAL	DOM	UCR	UCR		TOTAL		INJU-	PROP	PRIV	FATAL-		TRAF/NON-					BRYAN		RESERVE	Chaplain		CITA-	PELS	ADOP-	
	DER	RAPE	BERY	AGG	SIMP	B&E	CENY	THEFT	SON	PT 1	PT 2	OFF	VIOL	PT 1	PT 2	JUV	TOTAL	EOD	RIES	DAM	PROP	ITIES	TOTAL	TRAF CITS	WARN	DUI	TOTAL	DURANT	CO	TOTAL	HOURS	Hours	CFS	TIONS	COLL	TIONS	
JAN	0	2	0	1	9	19	41	4	0	67	283	350	5	10	161	0	171	29	11	36	11	0	58	655	151	11	817	2,592	1,646	4,238	134.5	17.75	207	0			3
FEB	0	1	1	1	10	3	32	5	1	44	270	314	3	5	152	2	159	16	11	41	11	0	63	569	118	12	699	2,263	1,633	3,896	90.0	26.25	172	1			2
MAR	2	0	0	2	11	9	30	5	0	48	213	261	5	7	111	1	119	24	4	34	10	0	48	293	57	5	355	1,773	1,776	3,549	134.0	7.50	112	3			1
APR	0	0	1	0	10	13	28	4	0	46	151	197	6	6	54	9	69	23	2	12	2	0	16	95	35	4	134	1,402	1,395	2,797	130.0	8.50	205	9			1
MAY	0	1	0	9	9	14	34	1	0	59	284	343	6	6	125	1	132	27	6	23	11	1	41	622	155	13	790	2,735	1,993	4,728	207.0	22.75	239	5			1
JUNE										0							0						0						0								
JULY										0							0						0						0								
AUG										0							0						0						0								
SEPT										0							0						0						0								
OCT										0							0						0						0								
NOV										0							0						0						0								
DEC										0							0						0						0								
TOTAL	2	4	2	13	49	58	165	19	1	264	1,201	1,465	25	34	603	13	650	119	34	146	45	1	226	2,234	516	45	2,795	10,765	8,443	19,208	695.50	82.75	935	18			8

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

Department Report Totals (OSBI-UCR)

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

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

Department Report Totals (OSBI-UCR)

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

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

Department Report Totals (OSBI-UCR)

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

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

Department Report Totals (OSBI-UCR)

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

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

Department Report Totals (OSBI-UCR)

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



The City of Durant

Office of the Street Department

Memorandum

Date: 7/14/2020
To: Mayor and City Council
From: Shawn Melton, Street Department
Re: Street Department Monthly Report - June 2020

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Street Department Monthly Report - June 2020	Exhibit	7/6/2020
Work Orders - June 2020	Exhibit	7/6/2020



DURANT
· OKLAHOMA ·

THE CITY OF DURANT

Office of the Street Department

Street Department Project Schedule June 1st 2020 thru June 30th 2020

A. Work Completed:

1. Cleaned drains city wide
2. Finished cul-de-sac on Timberline. (asphalt)
3. Finished asphalt on Little John & Martin cir
4. Poured concrete at Carl Albert park.
5. Level patch university from 49th to Cornell
6. Help M.O with water leaks
7. Repair on gas cuts
8. Ran patch Truck
9. Sign Maintenance
10. Light Maintenance
11. Ran sweeper
12. Cleaned ditches on Mclean
13. Removed dirt from cemetery

B. Work Planned In July 2020

Pave alley Cedar to beech behind 1st Christian Church (Joint Property Owner agreement)
Pour slab at Land fill transfer station
Install concrete flume on Gail Farrell
Level patch Kimberly & 49th
Level patch Bryan rd
Level patch Monterey ln

C. Work Planned For August 2020 Thru August 2021 Approx. start date – Finis

Level patch Washington, and Bryan Rd	July
Level patch Choctaw rd, and Rodeo rd	July/August
Level patch Folsom and Red bud	August

12021/2 N.E. 2nd • Durant, Oklahoma 74701 • (580) 924-8828 • Fax (580) 924-8344



Work Order Report

06/01/2020 - 06/30/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/30/2020	MAIN (E MAIN TO N 9TH)	SWEPT	6/29/2020	6/29/2020
6/30/2020	BEECH (WASHINGTON TO N 1ST)	SWEPT	6/29/2020	6/29/2020
6/30/2020	N 20TH & EVERGREEN	POT HOLE	6/29/2020	6/29/2020
6/30/2020	BRYAN DR	6 POT HOLES	6/29/2020	6/29/2020
6/30/2020	N 19TH & ELM	2 POT HOLES	6/29/2020	6/29/2020
6/30/2020	S 3RD & TENNESSEE	LEVEL PATCH	6/29/2020	6/29/2020
6/30/2020	MAIN BETWEEN 12TH & WASHINGTON)	2 POT HOLES	6/29/2020	6/29/2020
6/30/2020	EVERGREEN	POT HOLE	6/29/2020	6/29/2020
6/30/2020	408 N 49TH	4 POT HOLES	6/29/2020	6/29/2020
6/30/2020	GATES	2 POT HOLES	6/29/2020	6/29/2020
6/30/2020	HARMONY & LYNNWOOD	11 POT HOLES	6/29/2020	6/29/2020
6/30/2020	PARKVIEW	POT HOLE & 1 LEVEL PATCH	6/29/2020	6/29/2020
6/30/2020	MAIN (E MAIN TO N 9TH)	SWEPT	6/26/2020	6/26/2020
6/30/2020	N 13TH (EVERGREEN TO MULBERRY)	SWEPT	6/26/2020	6/26/2020
6/30/2020	N 14TH	SWEPT	6/26/2020	6/26/2020
6/30/2020	N 2ND & SYCAMORE	3 POT HOLES	6/26/2020	6/26/2020
6/30/2020	49TH	POT HOLE	6/26/2020	6/26/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/30/2020	N 4TH & EVERGREEN	LEVEL PATCH	6/26/2020	6/26/2020
6/30/2020	ALLEY BEHIND EL KANELLO	5 POT HOLES	6/26/2020	6/26/2020
6/30/2020	N 5TH & BEECH	POT HOLE & 1 LEVEL PATCH	6/26/2020	6/26/2020
6/30/2020	N 5TH & POPLAR	2 POT HOLES & 2 LEVEL PATCHS	6/26/2020	6/26/2020
6/30/2020	N 6TH & PINE	POT HOLE	6/26/2020	6/26/2020
6/26/2020	N13TH (EVERGREEN TO MULBERRY)	SWEPT	6/25/2020	6/25/2020
6/26/2020	EVERGREEN	SWEPT	6/25/2020	6/25/2020
6/26/2020	S 5TH (LOUISIANA TO MISSISSIPPI)	3 WATER CUTS & 2 POT HOLES	6/25/2020	6/25/2020
6/26/2020	500 SUNNYSIDE TO CALE SWITCH	9 POT HOLES 5 LEVEL PATCHS	6/25/2020	6/25/2020
6/26/2020	ARKANSAS & SUNNY MEADOWS	POT HOLE	6/25/2020	6/25/2020
6/26/2020	SUNNY MEADOWS	POT HOLE 2 LEVEL PATCHS	6/25/2020	6/25/2020
6/25/2020	N 13TH (MULBERRY TO EVERGREEN)	SWEPT	6/24/2020	6/24/2020
6/25/2020	MAIN (N 1ST TO N 21ST)	SWEPT	6/24/2020	6/24/2020
6/25/2020	MASON & MCLEAN	2 POT HOLES	6/24/2020	6/24/2020
6/25/2020	1602 TO 2112 MASON	2 POT HOLES	6/24/2020	6/24/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/25/2020	SANDSTONE RD	16 POT HOLES	6/24/2020	6/24/2020
6/25/2020	SANDSTONE RD	2 POT HOLES	6/24/2020	6/24/2020
6/24/2020	N 12TH (MAIN TO CHUCKWA)	SWEPT	6/23/2020	6/23/2020
6/24/2020	UNIVERSITY (N 1ST TO UNIVERSITY PL)	SWEPT	6/23/2020	6/23/2020
6/24/2020	NE 2ND & MULBERRY	POT HOLE	6/23/2020	6/23/2020
6/24/2020	WILSON & FOUR SEASONS	2 POT HOLES	6/23/2020	6/23/2020
6/24/2020	N 9TH & WACO	POT HOLE	6/23/2020	6/23/2020
6/24/2020	UNIVERSITY & 8TH	POT HOLE	6/23/2020	6/23/2020
6/24/2020	519 S 14TH	2 POT HOLES	6/23/2020	6/23/2020
6/24/2020	1005 N 5TH	POT HOLE & 1 LEVEL PATCH	6/23/2020	6/23/2020
6/24/2020	N 1ST & BEECH	POT HOLE	6/23/2020	6/23/2020
6/24/2020	N 19TH & ELM	5 POT HOLES	6/23/2020	6/23/2020
6/23/2020	N 11TH (MAIN TO BALTIMORE)	SWEPT	6/22/2020	6/22/2020
6/23/2020	MAIN (N 21ST TO E MAIN)	SWEPT	6/22/2020	6/22/2020
6/22/2020	N 11TH (MAIN TO MULBERRY)	SWEPT	6/19/2020	6/19/2020
6/22/2020	N 10TH (MAIN TO WILLOW)	SWEPT	6/19/2020	6/19/2020
6/22/2020	MAIN (E MAIN TO N 6TH)	SWEPT	6/19/2020	6/19/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/22/2020	1600 BLK OF MASON	5 POT HOLES	6/19/2020	6/19/2020
6/22/2020	SANDSTONE (78/48 TO SILVERADO)	6 POT HOLES	6/19/2020	6/19/2020
6/22/2020	MISSISSIPPI & S 14TH	POT HOLE & 1 LEVEL PATCH	6/19/2020	6/19/2020
6/22/2020	609 GEORGIA	POT HOLE	6/19/2020	6/19/2020
6/22/2020	510 GEORGIA	POT HOLE	6/19/2020	6/19/2020
6/22/2020	MISSISSIPPI & S 2ND	2 POT HOLES	6/19/2020	6/19/2020
6/22/2020	409 ARKANSAS	2 POT HOLES 1 LEVEL PATCH	6/19/2020	6/19/2020
6/22/2020	CEMETERY RD & RODEO	9 POT HOLES	6/19/2020	6/19/2020
6/19/2020	N 10TH (MAIN TO WILSON)	SWEPT	6/18/2020	6/18/2020
6/19/2020	MCLEAN	SWEPT	6/18/2020	6/18/2020
6/19/2020	MAIN (N 1ST TO N 21ST)	SWEPT	6/18/2020	6/18/2020
6/19/2020	N 10TH (UNIVERSITY TO EVERGREEN)	SWEPT	6/18/2020	6/18/2020
6/19/2020	NE 18TH & SMITH	2 POT HOLES	6/18/2020	6/18/2020
6/19/2020	MULBERRY	POT HOLE	6/18/2020	6/18/2020
6/19/2020	5634 STONE CREEK	POT HOLE	6/18/2020	6/18/2020
6/19/2020	N 6TH & UNIVERSITY	HOLE BEHIND CURB	6/18/2020	6/18/2020
6/19/2020	LOCUST & N 2ND	POT HOLE	6/18/2020	6/18/2020
6/19/2020	1116 LIVE OAK	POT HOLE	6/18/2020	6/18/2020
6/19/2020	S 6TH & GEORGIA	3 POT HOLES	6/18/2020	6/18/2020
6/19/2020	2809 LORRIE	POT HOLE	6/18/2020	6/18/2020
6/19/2020	5402 KIMBERLY	3 POT HOLES	6/18/2020	6/18/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/18/2020	GEORGIA & S 5TH	4 POT HOLES 2 LEVEL PATCHS	6/17/2020	6/17/2020
6/18/2020	633 S 2ND	LEVEL PATCH	6/17/2020	6/17/2020
6/18/2020	CEMETERY	CUT OUT	6/17/2020	6/17/2020
6/18/2020	EPPLER	LEVEL PATCH	6/17/2020	6/17/2020
6/18/2020	N 7TH & WALNUT	POT HOLE	6/17/2020	6/17/2020
6/18/2020	ESTELLE	8 POT HOLES & 4 LEVEL PATCHS	6/17/2020	6/17/2020
6/17/2020	511 S 13TH	SWEPT	6/16/2020	6/16/2020
6/17/2020	WASHINGTON	SWEPT	6/16/2020	6/16/2020
6/17/2020	5324 UNIVERSITY	LEVEL PATCH	6/16/2020	6/16/2020
6/17/2020	MALONE & LOUISIANA	POT HOLE & 1 LEVEL PATCH	6/16/2020	6/16/2020
6/17/2020	N 9TH & WILSON	POT HOLE 2 LEVEL PATCHS	6/16/2020	6/16/2020
6/17/2020	ALABAMA	2 POT HOLES & 1 LEVEL PATCHS	6/16/2020	6/16/2020
6/17/2020	S 9TH & BLANCHARD	POT HOLE	6/16/2020	6/16/2020
6/17/2020	BLANCHARD	4 POT HOLES 2 LEVEL PATCHS	6/16/2020	6/16/2020
6/17/2020	NE 2ND & MULBERRY	LEVEL PATCH	6/16/2020	6/16/2020
6/16/2020	MAIN (N 1ST TO N 21ST)	SWEPT	6/15/2020	6/15/2020
6/16/2020	N 9TH (MAIN TO UNIVERSITY)	SWEPT	6/15/2020	6/15/2020
6/16/2020	SE 1ST & LOUISIANA	POT HOLE	6/15/2020	6/15/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/16/2020	10 E TEXAS	POT HOLE	6/15/2020	6/15/2020
6/16/2020	E MAIN & NE 2ND	LEVEL PATCH	6/15/2020	6/15/2020
6/16/2020	316 NE 2ND	LEVEL PATCH	6/15/2020	6/15/2020
6/16/2020	NE 2ND & MULBERRY	LEVEL PATCH	6/15/2020	6/15/2020
6/16/2020	N 16TH & OLIVE	3 POT HOLES	6/15/2020	6/15/2020
6/16/2020	815 N 15TH	LEVEL PATCH	6/15/2020	6/15/2020
6/16/2020	12TH & BEECH	POT HOLE	6/15/2020	6/15/2020
6/16/2020	ESTELLE	9 POT HOLES 4 LEVEL PATCHS	6/15/2020	6/15/2020
6/15/2020	N 9TH (UNIVERSITY TO LOCUST)	SWEPT	6/12/2020	6/12/2020
6/15/2020	MAIN (N 15TH TO EAST MAIN)	SWEPT	6/12/2020	6/12/2020
6/15/2020	206 POPLAR	2 POT HOLES	6/12/2020	6/12/2020
6/15/2020	5002 KIMBER LN	LEVEL PATCH	6/12/2020	6/12/2020
6/15/2020	S 9TH & TEXAS	3 POT HOLES	6/12/2020	6/12/2020
6/15/2020	913 N 9TH	2 POT HOLES	6/12/2020	6/12/2020
6/15/2020	1939 LOCUST	2 POT HOLES	6/12/2020	6/12/2020
6/15/2020	518 N 18TH	LEVEL PATCH	6/12/2020	6/12/2020
6/15/2020	4TH & BEECH	POT HOLE	6/12/2020	6/12/2020
6/15/2020	120 S 5TH	POT HOLE	6/12/2020	6/12/2020
6/12/2020	ELM (N 1ST TO N 21ST)	SWEPT	6/11/2020	6/11/2020
6/12/2020	N 14TH BETWEEN CEDAR & ELM	POT HOLE & 1 LEVEL PATCH	6/11/2020	6/11/2020
6/12/2020	1421 OLIVE	LEVEL PATCH	6/11/2020	6/11/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/12/2020	2708 WILSON	WATER CUT & 3 POT HOLES	6/11/2020	6/11/2020
6/12/2020	253 WILSON	WATER CUT	6/11/2020	6/11/2020
6/12/2020	GERLACH	WATER CUT	6/11/2020	6/11/2020
6/12/2020	723 N 6TH	POT HOLE	6/11/2020	6/11/2020
6/12/2020	1504 &1601 RED BUD	LEVEL PATCH	6/11/2020	6/11/2020
6/11/2020	ARKANSAS (S 9TH TO RADIO)	SWEPT	6/10/2020	6/10/2020
6/11/2020	MAIN (N 1ST TO N 21ST)	SWEPT	6/10/2020	6/10/2020
6/11/2020	300 BLK OF GEORGIA	8 POT HOLES & 5 LEVEL PATCHS	6/10/2020	6/10/2020
6/11/2020	10 E ALABAMA	11 POT HOLES	6/10/2020	6/10/2020
6/11/2020	LOST ST ALLEY BEHIND 207 MAIN	POT HOLE	6/10/2020	6/10/2020
6/11/2020	N 3RD & BEECH	POT HOLE	6/10/2020	6/10/2020
6/10/2020	ROADRUNNER RD	SWEPT	6/9/2020	6/9/2020
6/10/2020	ARKANSAS (N 21ST TO S 9TH)	SWEPT	6/9/2020	6/9/2020
6/10/2020	ROBIN HOOD & LITTLE JOHN	2 LEVEL PATCHS	6/9/2020	6/9/2020
6/10/2020	2710 LITTLE JOHN	POT HOLE	6/9/2020	6/9/2020
6/10/2020	N 7TH & MULBERRY	LEVEL PATCH	6/9/2020	6/9/2020
6/10/2020	N 7TH & LOCUST	LEVEL PATCH	6/9/2020	6/9/2020
6/10/2020	523 N 7TH	2 POT HOLES 1 LEVEL PATCH	6/9/2020	6/9/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/10/2020	SILVERADO (FRONT GATE)	5 POT HOLES & 3 LEVEL PATCHS	6/9/2020	6/9/2020
6/9/2020	N 9TH (MAIN TO UNIVERSITY)	SWEPT	6/8/2020	6/8/2020
6/9/2020	N 8TH (MAIN TO WILLOW)	SWEPT	6/8/2020	6/8/2020
6/9/2020	MAIN (N 1ST TO N 21ST)	SWEPT	6/8/2020	6/8/2020
6/9/2020	922 W LIVE OAK	GAS CUT	6/8/2020	6/8/2020
6/9/2020	618 S 12TH	WATER CUT	6/8/2020	6/8/2020
6/9/2020	618 S 12TH	GAS CUT	6/8/2020	6/8/2020
6/9/2020	412 N 19TH	WATER CUT	6/8/2020	6/8/2020
6/9/2020	500 BLK OF LIVE OAK	2 POT HOLES & 2 LEVEL PATCHS	6/8/2020	6/8/2020
6/9/2020	10TH & CHUCKWA	WATER CUT	6/8/2020	6/8/2020
6/8/2020	N 8TH (MAIN TO MULBERRY)	SWEPT	6/5/2020	6/5/2020
6/8/2020	POOL (PARKING LOT)	SWEPT	6/5/2020	6/5/2020
6/8/2020	MAIN (N 1ST TO N 21ST)	SWEPT	6/5/2020	6/5/2020
6/8/2020	HANDICAP RAMP AT 1ST TEXOMA BANK	LEVEL PATCH	6/5/2020	6/5/2020
6/8/2020	1606 N 6TH	WATER CUT	6/5/2020	6/5/2020
6/8/2020	ALLEY BEHIND EL KANELLO	WATER CUT	6/5/2020	6/5/2020
6/8/2020	117 MCLEAN	WATER CUT	6/5/2020	6/5/2020
6/8/2020	SE 5TH	WATER CUT	6/5/2020	6/5/2020
6/8/2020	609 TO 618 S 12TH	2 WATER CUTS	6/5/2020	6/5/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/5/2020	N 7TH (CHUCKWA TO MAIN)	SWEPT	6/4/2020	6/4/2020
6/5/2020	S 9TH	SWEPT	6/4/2020	6/4/2020
6/4/2020	N 7TH (CHUCKWA TO MAIN)	SWEPT	6/3/2020	6/3/2020
6/4/2020	PECAN	SWEPT	6/3/2020	6/3/2020
6/4/2020	N 7TH (CHUCKWA TO MAIN)	SWEPT	6/3/2020	6/3/2020
6/4/2020	E MAIN TO N 6TH	SWEPT	6/3/2020	6/3/2020
6/4/2020	N 14TH BETWEEN ELM & CEDAR	2 POT HOLES 1 LEVEL PATCH	6/3/2020	6/3/2020
6/4/2020	N 9TH	POT HOLE	6/3/2020	6/3/2020
6/4/2020	US 70 & 49TH	5 POT HOLES	6/3/2020	6/3/2020
6/4/2020	400 BLK OF N 13TH	3 POT HOLES 1 LEVEL PATCH	6/3/2020	6/3/2020
6/4/2020	N 8TH & CEDAR	POT HOLE	6/3/2020	6/3/2020
6/4/2020	N 14TH (ELM TO CEDAR)	2 WATER CUTS	6/3/2020	6/3/2020
6/4/2020	1015 LOCUST	LEVEL PATCH	6/3/2020	6/3/2020
6/4/2020	ELM & N 10TH	POT HOLE	6/3/2020	6/3/2020
6/3/2020	N 7TH (MAIN TO CHUCKWA)	SWEPT	6/2/2020	6/2/2020
6/3/2020	UNIVERSITY (N 1ST TO UNIVERSITY PL)	SWEPT	6/2/2020	6/2/2020
6/3/2020	N KATY TO MAIN	POT HOLE & EDGE OF ROAD	6/2/2020	6/2/2020
6/3/2020	210 N KATY	5 POT HOLES	6/2/2020	6/2/2020
6/3/2020	E EVERGREEN	EDGE OF ROAD	6/2/2020	6/2/2020

Work Order Date	Location	Work Description	Work Start Date	Work End Date
6/2/2020	N 6TH (MAIN TO UNIVERSITY)	SWEPT	6/1/2020	6/1/2020
6/2/2020	E MAIN TO N 21ST	SWEPT	6/1/2020	6/1/2020
6/2/2020	427 S 10TH & MISSISSIPPI & S 10TH	5 POT HOLES	6/1/2020	6/1/2020
6/2/2020	WILSON	WATER CUT (RURAL WATER)	4/24/2020	4/24/2020
6/1/2020	N 6TH (MAIN TO UNIVERSITY)	SWEPT	5/29/2020	5/29/2020
6/1/2020	MAIN (E MAIN TO N 6TH)	SWEPT	5/29/2020	5/29/2020
6/1/2020	2913 SLEEPY HOLLOW	LEVEL PATCH	5/29/2020	5/29/2020
6/1/2020	CARL ALBERT & BRIARWOOD	POT HOLE	5/29/2020	5/29/2020
6/1/2020	923 CROOKED OAK	POT HOLE	5/29/2020	5/29/2020
6/1/2020	BRIARWOOD & CROOKED OAK	POT HOLE	5/29/2020	5/29/2020
6/1/2020	200 GERLACH	2 WATER CUTS	5/29/2020	5/29/2020
6/1/2020	GERLACH	EDGE OF ROAD	5/29/2020	5/29/2020
6/1/2020	10TH & CHUCKWA	POT HOLE	5/29/2020	5/29/2020
6/1/2020	RADIO RD & MAIN	8 POT HOLES	5/29/2020	5/29/2020
6/1/2020	CARINAL GLASS	LEVEL PATCH EDGE OF ROAD	5/29/2020	5/29/2020

Total Records: 180

7/6/2020



The City of Durant

Durant Police Department

Memorandum

Date: 6/10/2020
To: Mayor and City Council
From: David Houser, Chief of Police
Re: Consider Approval for Permanent Memorial Marker for Hunter Ford, Jack Sarver, Fernando Flores and Kaleb Foster

While visiting with the families of Kaleb Foster, Jack Sarver, Hunter Ford and Fernando Flores, they expressed interest in erecting a permanent memorial marker near the intersection where the four Durant High School students lost their lives in a crash.

A makeshift memorial is currently on site near Radio and Main Streets and is overflowing with flags, flowers, candles, keepsakes and four crosses that display each boy's name. The crosses will be sealed and given to the teens' parents.

The parents and other facilitators are seeking permission to erect a permanent memorial to be erected on the site. Ms. Lori Peddy has been consulting with parents Rick and Sabrina Ford, Sherry and Lee Sarver, Mary Kelsay and Krystal Martin on the planning and erection of a memorial for Hunter, Jack, Kaleb and Fernando.

The memorial vision is that four sitting lions will sit atop a memorial wall constructed with a concrete base, a brick wall with a concrete top. Below each lion will be an inscription of each teen's name. On the face of the wall will be a simple message either relating to Durant School's Motto, "Once A Lion, Always A Lion" or possibly a public safety message relating to the dangers of impaired driving or both. The messages are to be determined.

The group will raise dollars to fund both the materials and construction of the memorial wall. The wall will be approximately seven (7) feet wide and two (2) feet deep with a height proportionate to the lions which are approximately 21" tall.

The proposed site of the memorial will be at the current memorial site between Main and Radio Road. The memorial will run parallel to Main Street and face Radio Road.

A request is made to waive any permitting fees if the project is approved. The families understand that any construction on this City of Durant right of way would be under the supervision and approval of a City of Durant designee.

On behalf of the families of Hunter, Jack, Kaleb and Fernando thank you for your consideration of this proposal.

Council Information / Action Requested

Approve or Deny the request / Recommend Approval

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

Families - Present ideas

Families - Provide approved memorial item(s) and contracting

City - Erect or supervise the construction of the permanent and approved memorial



The City of Durant

Durant Police Department

Memorandum

Date: 6/10/2020
To: Mayor and City Council
From: David Houser, Chief of Police
Re: Consider Acceptance of Motorola Public Safety Systems Computer Aided Dispatch Systems and Service Agreement in the Amount of \$195,433 (C-2020-44)

Durant Communication Center's CAD system is antiquated and in dire need of replacement. The City of Durant applied for and received a grant to replace the equipment.

This service agreement is a result of negotiations with Motorola for services after council approved the 2020 Oklahoma Department of Emergency Management 911 Management Authority Grant Award #F305202 in March of 2020. (C-2020-09)

The City Attorney and the IT Director have reviewed the contract.

This agreement is grant funded in the Amount of \$156,346.40 with the remaining cost proposed to be paid from Communications Center Fire Tax funds for a total of \$195,433

Still to be negotiated in the scope of work is a working interface with two of our third party vendors Geosafe (mobile) and In-Synch (RMS). Once these two issues have been added to the scope the contract will be ready; but is definitely contingent upon this workability.

Council Information / Action Requested

Approve or Deny Motorola Public Safety Systems Computer Aided Dispatch Systems and Service Agreement in the Amount of \$195,433 (C-2020-44)/ Recommend Approval

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

Mayor - Sign Service Agreement
City Clerk - Submit Service Agreement
IT, Police and 911 Center - Facilitate Project Implementation

ATTACHMENTS:

Description	Type	Upload Date
Motorola Public Safety Systems Computer Aided Dispatch Systems	Exhibit	7/10/2020

and Service Agreement

Motorola Public Safety Systems Computer Aided Dispatch Systems
and Service Agreement Exhibits A - E Exhibit

7/10/2020



MOTOROLA
SOLUTIONS

Durant Police Department, OK
Public Safety System Contract

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

Computer Aided Dispatch System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Durant Police Department, OK ("Customer") enter into this Computer Aided Dispatch ("CAD") System and Services Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS:

1.1 EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A Software License Agreements

Exhibit A-1 "Motorola Software License Agreement"

Exhibit A-2 "Microsoft "End-User License Agreement(s)", if applicable

Exhibit A-3 "Microsoft Products terms", if applicable

Exhibit A-4 "ESRI OEM Software terms", if applicable

Exhibit B "Pricing Summary, Equipment List, and Payment Schedule" dated May 17, 2020

Exhibit C Technical and Implementation Documents

C-1 "Statement of Work" dated May 18, 2020

C-2 "Project Schedule" (to be mutually developed)

C-3 "Training Plan" (to be mutually developed)

C-4 "Technical Product Descriptions"

C-5 "Data Conversion Scope of Work"

Exhibit D "Maintenance and Support Agreement", if applicable

Exhibit E "System Acceptance Certificate"

1.2 ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Acceptance Tests” means those tests described in the Acceptance Test Plan, as applicable.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all non-public information consistent with the fulfillment of this Agreement provided by either Party to the other that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment Schedule” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Customer Provided Equipment” means any hardware, software or ancillary equipment provided for use with the System by the Customer. Motorola provides no warranty for Customer Provided Equipment.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Final System Acceptance” means the Live Operations Cutover and any applicable reliability period have been completed and the System Acceptance Certificate has been memorialized.

“Force Majeure” means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Live Operations Cut Over” means the transition of operations from the legacy system to the System.

“Microsoft Product” means a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, either or both of which may be integrated with the Motorola Products. Microsoft Products are subject to the following acknowledgement: “© Copyright 20__ Microsoft Corporation. All rights reserved.”

“Motorola Software” means software that Motorola or (its affiliated companies) owns.

“Non-Motorola Software” means software provided by Motorola that a party other than Motorola or its affiliated companies owns, including software licensed by the third party to Motorola for distribution to Motorola's customers with the Software, such as mapping software, database software, paging software, or open source software.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, Utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A-1).

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“Utilities” means the software utilities and tools provided by Motorola as part of the Software, including Motorola’s XML Query, ODBC interface and implementation code, ctpertl, dbdump, and dbload, as well as any other software utilities provided by Motorola in connection with the Software.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1 **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2 **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement in accordance with Change Control Process in Technical and Implementation Documents. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3 **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.
- 3.4 **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions.

rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

- 3.5 **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.
- 3.6 **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.
- 3.7 **SHARED AGENCY ARRANGEMENTS.** If Customer and another agency (a "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Motorola will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional exhibit. Unless otherwise expressly agreed in the Shared Agency Agreement, Motorola will invoice Customer for the full fees set forth in Exhibit B and Customer will be responsible for timely payment of such fees. Customer may at its option seek reimbursement from Shared Agencies for their share of such fees. However, if at any time a Shared Agency elects to purchase licenses to additional Motorola Software modules for its own use, the party responsible for payment and the payment terms will be mutually agreed in writing by the parties. Customer shall require the Shared Agency to comply with the terms of the Motorola Software License Agreement and Exhibits A-2, A-3, and A-4 as applicable, and shall notify Motorola and cooperate as reasonably requested by Motorola in the event of any non-compliance by the Shared Agency.
- 3.8 **COOPERATIVE PURCHASING.** Upon request of a third party state or local agency located in the same state as Customer (the "New Agency"), Motorola will negotiate an agreement with such New Agency that contains the same terms and conditions as this Agreement (excepting the terms described below), subject to the eligibility and validity of such cooperative arrangement under state law, and provided that Motorola and the New Agency agree in writing upon the software, products and Services to be licensed and purchased by the New Agency and the prices thereof, which shall be paid by the New Agency. Motorola shall require the New Agency's to comply with the terms of the Motorola Software License Agreement. New Agency's use of Microsoft or ESRI OEM software is subject to the terms of Exhibits A-2, A-3, and A-4 respectively, as applicable.
- 3.9 **THIRD PARTY PRODUCTS.**
 - 3.9.1 **THIRD PARTY PRODUCTS.** Customer acknowledges that Non-Motorola Software is included in the Solution. Further, Motorola may recommend purchase of additional third party software. In such case, Customer agrees to purchase from Motorola the third party software and hardware identified in Exhibit B. Motorola makes no representations or warranties with respect to third party software or hardware, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.
 - 3.9.2 **MICROSOFT PRODUCTS**
 - a. As to any Microsoft Products being furnished, the Microsoft software for those Microsoft Products is sublicensed to Licensee from Motorola pursuant to the Customer's Motorola Software License Agreement and is subject to the additional

Microsoft End-User License Agreement terms, Exhibit A-2 and Microsoft Products terms, Exhibit A-3.

- 3.9.3 ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the provisions in ESRI OEM Software terms, Exhibit A-4, apply concerning the ESRI OEM Software.
- 3.10 SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.
- 3.11 OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.
- 3.12 RESERVED. Not applicable.
- 3.13 UTILITIES; RESTRICTIONS ON USAGE.
- 3.13.1 UTILITIES. Motorola provides certain software Utilities as part of the Software. Motorola may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Motorola and/or its licensors, and may be used only as permitted by this Agreement.
- 3.13.2 USE OF UTILITIES. Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Motorola consents in writing. Customer is also permitted to use the Utilities to write to Motorola's database, but any such use is solely at Customer's risk, as set forth in Section 3.13.3 below. Motorola strongly advises Customer to limit any such usage to personnel who have advanced training and experience in the use of such software tools.
- 3.13.3 DISCLAIMER. Motorola permits customers to use the Utilities, as set forth above. However, there is a high risk of data corruption and system slowdown or damage that may result from Customer's use of the Utilities or other software tools. Customer assumes all risk and is responsible for any damages arising from or in connection with such use, regardless of Motorola's approval. Further, Motorola disclaims all liability for damages caused by Customer's use of the Utilities. Motorola is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Motorola) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 4 SERVICES

- 4.1 If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.
- 4.2 **MAINTENANCE AND SUPPORT SERVICES.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in the applicable Exhibit D, Maintenance and Support Agreement. Maintenance Services and support during the Warranty Period are included in the Contract Price. Customer's purchase of post Warranty Period Maintenance and Support services is subject to the terms and conditions of Exhibit D. If after the execution of this Agreement Customer subsequently wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, and installation Services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to those maintenance, support, and installation Services will be included in the Maintenance and Support Agreement, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services. Unless otherwise agreed in writing, Motorola reserves the right to change its pricing of Maintenance and Support services, effective upon no less than ninety (90) days written notice to Customer prior to the end of the Warranty Period, if such Services were quoted but not purchased at the time of the System sale. Maintenance and Support fees that have been previously prepaid by Customer are not affected by any subsequent change in such fees.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Maintenance and Support Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

- 4.3 **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.
- 4.4 Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.
- 4.5 **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.
- 4.6 **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of

Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

- 4.7 CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.7.1 LOCATION OF SOFTWARE. Customer may install, access and use the Software only in Customer's own facilities, including any authorized mobile sites. Such mobile devices may log in and access the Software remotely from any location. Customer shall give Motorola two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed. However, if an immediate change in location is required due to an emergency or disaster recovery, Customer may do so provided that it notifies Motorola as soon as is feasible. Except as provided above, Customer shall not install the Software in any other computer system or use it at any other location without Motorola's express prior authorization, which will not be unreasonably withheld.

4.7.2 RESTRICTIONS, COPIES. Customer will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or related documentation to any third party, grant any sublicense or other rights in the Software or related documentation to any third party, or take any action that would cause the Software or related documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's Proprietary Rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software, except as necessary for system backup or disaster recovery. Customer may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Motorola's copyright notice is included, and Customer may not operate that copy of the Software at the same time as the original Software is being operated. Customer may make as many copies of the documentation as it may reasonably require for the internal use of the Software. The foregoing restrictions on modifications and copying do not apply to open source software, which is governed by the license of the copyright owner.

4.7.3 CUSTOMER USE ONLY. Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Customer will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar rental or sharing arrangement, except as expressly authorized in writing by Motorola.

4.7.4 THIRD PARTY ACCESS AND QUERIES. Except as expressly authorized in writing by Motorola, (i) Customer may not allow any other agency, entity, or individual to use or have

access to the Software in any manner other than inquire-only; and (ii) such queries may be conducted solely for Customer's internal business purposes. Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.

- 4.7.5 **COMPETITIVE USE.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or Service provided by Motorola, without the express written permission of Motorola. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Motorola's products or Services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.
- 4.7.6 **ADDITIONAL COMPONENTS.** Other components (hardware and/or third party software) may be required for the use of the Software. For example, unless otherwise detailed in the Technical and Implementation Documents, Customer is required to provide workstations and personal computers, network, operating system, Internet connectivity and other components (e.g., cables, and wiring) associated with and necessary to effectively use the system that are typically supplied by the customer of such a system. Motorola has provided hardware specifications to Customer for use of the Software system. Motorola assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 4.7.7 **PROPER ENVIRONMENT.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in a secure environment and according to the specifications for the equipment as specified by its manufacturer. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Software system. Before installing the Software or any related hardware at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this section.
- 4.7.8 **DATA CONVERSION SERVICES.** If the parties have agreed that Motorola (or its subcontractor) will convert Customer's data files for use with the Software, such services will be set forth in Exhibit C and detailed in a data conversion scope of work. Except as agreed by the parties in writing, Motorola is not responsible for any data conversion services.
- 4.8 **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.
- 4.9 **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.
- 4.10 **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property

of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

- 4.11 **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PROJECT SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Project Schedule. Unless otherwise agreed in writing, the Project Schedule is based upon work being accomplished Monday through Friday during normal business hours with the exception of holidays. On-site work activities will be performed Tuesday through Thursday during normal business hours.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

- 6.1 Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.
- 6.2 **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$195,433. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.
- 6.3 **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.
- 6.4 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.
- 6.5 **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name:	Laura Hider
Address:	300 W Evergreen St., Durant, OK 74701
Phone:	580-924-3737
E-INVOICE. To receive invoices via email:	lhider@durant.org

Customer Account Number: _____

Customer Accounts Payable
Email: _____

DC Joe Clark jclark@durant.org
Lacy – Idillingham@durant.org

Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Joe Clark

Address: 3104 Carl Albert Drive Durant, OK 74701

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Joe Clark

Address: 3104 Carl Albert Drive Durant, OK 74701

Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

- 7.1 ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.
- 7.2 SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 7.3 SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

- 7.4 **CUSTOMER PROVIDED EQUIPMENT.** Customer will hold all Customer Provided Equipment free and clear of any liens, charges, or encumbrances of any kind. Customer, at its sole cost and expense will maintain Customer Provided Equipment in good working order and repair, and will provide spare parts for all Customer Provided Equipment. Customer will be fully liable for Customer Provided Equipment and will immediately notify Motorola of any Customer Provided Equipment damage, loss, or theft that may impact Motorola's ability to provide Services under this Agreement. Customer will compensate Motorola for any re-work or changes to Services, and allow for changes to Project Schedule as a result of damage, loss or theft of Customer Provided Equipment. For all Customer Provided Equipment, (i) Customer is responsible for resolving issues affecting the performance of CAD application software; (ii) not provided per the agreed upon specification and within the project schedule time frame, the project is subject to delay.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Training Plan (Exhibit C-3). Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer: (i) reschedules a training program less than thirty (30) days before its scheduled start date; (ii) does not adhere to the session attendance outlined in the Training Plan; Customer will compensate Motorola in whole for these additional costs.

Section 9 SYSTEM ACCEPTANCE

Many Systems require formal completion of an Acceptance Test Plan. If Customer is purchasing a System that does not require acceptance testing, then only Sections 9.3, 9.4, and 9.5 apply.

- 9.1 **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.
- 9.2 **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but Customer reported anomalies will be validated and corrected according to a mutually agreed schedule.
- 9.3 **LIVE OPERATION CUTOVER.** Following System Acceptance, if applicable, transition to the live production use of the System will be conducted as set out in the Statement of Work and the Live Operations Cutover ("Go-Live") plan and constitute Beneficial Use.
- 9.4 **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance and Live Operation Cutover. Therefore, Customer will not commence Beneficial Use before System Acceptance and Live Operation Cutover without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.
- 9.5 **FINAL SYSTEM ACCEPTANCE.** Final System Acceptance will occur as described in the Technical and Implementation documents as may be amended as described in Section 3.2. Notwithstanding, the Final System Acceptance will be deemed complete upon Live Operations Cut Over, and after

any applicable reliability period when all deliverables have been completed. When Final System Acceptance occurs, the Parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

- 10.1 **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use or Go-Live, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; or Customer changes to load usage or configuration outside the Specifications or Customer network availability.
- 10.2 **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment. In no event does the Warranty Period exceed 12 months from Live Operations Cut Over or Beneficial Use, whichever occurs first.
- 10.3 **SOFTWARE WARRANTY.** Except as otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. The warranty set forth in Section 10.1 shall apply only to the most current version of the Software issued by Motorola. Issuance of updated versions of the Software does not result in a renewal or extension of the Warranty Period. Motorola assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from Non Motorola Software or hardware malfunctions or defects; modification of the Software by any person other than Motorola, or defects or problems that are outside the reasonable control of Motorola, including defects or damage resulting from use of the Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; or Customer's failure to comply with all applicable industry standards. Customer will reimburse Motorola for its reasonable time and expenses for any Services provided at Customer's request to remedy excluded non-performance issues. Additionally, Motorola is not responsible for any problems or errors with the Software or Customer's system resulting from Customer's use of the Utilities (e.g., ctpertl, dbload or ODBC) in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.

If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.
- 10.4 **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; (vii) Customer Provided Equipment

or equipment not provided by Motorola; and (viii) normal or customary wear and tear. Motorola is not responsible for obsolescence of the Software that may result from changes in Customer's requirements.

- 10.5 **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.
- 10.6 **THIRD PARTY PRODUCTS.** Notwithstanding any provisions herein to the contrary, the warranty provisions of Exhibit A-3 and Exhibit A-4 apply respectively to Microsoft Products and ESRI OEM Software.
- 10.7 **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.
- 10.8 **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.
- 10.9 **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. In addition, Motorola disclaims any warranty to any person other than Customer with respect to the Software or Documentation. Customer agrees that Motorola is not responsible, and Motorola disclaims all liability for any claims or damages arising out of or related to any unauthorized persons hacking into or accessing Customer's database or the Software.

Section 11 DELAYS

- 11.1 **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

- 11.2 **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.
- 11.3 **SOFTWARE SUPPORT.** Support for Software will be provided during System deployment. If the "Go-Live" date, as reflected in the Schedule, is delayed for greater than thirty (30) days for any reason beyond Motorola's control, Motorola will continue to provide Software support during the remainder of the deployment of the System at the then current support rates. In the case of delay or Schedule modifications, the Parties will execute a Change Order to reflect the duration of the extended Software support and the applicable fees.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

- 12.1 **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.
- 12.2 **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.
- 12.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.
- 12.4 **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.
- 12.5 **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

- 13.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement - including the Maintenance and Support Agreement (Exhibit D) or any Statement of Work executed by the Parties- and does not correct such breach within a reasonable time, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement.
- 13.2 **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.
- 13.3 **SUPPORT REQUIRED.** Customer is required to continue purchasing support and maintenance Services from Motorola throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software, unless Motorola terminates the Support Agreement without cause.
- 13.4 **EFFECT OF TERMINATION.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Motorola and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Motorola, all copies of the Software and Non-Motorola Software in Customer's possession, and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). However, the recipient of Confidential Information may retain one (1) archival copy of such Confidential Information (excluding the Software, Non-Motorola Software, and related Documentation), which it may use only in case of a dispute concerning this Agreement. Customer agrees to certify Customer's compliance with such obligations, and that Customer is no longer using the Software, upon Motorola's request. Customer will permit Motorola to repossess the Software and any products sold hereunder for which Customer has not fully paid the license fees or purchase price, as applicable. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum.

Section 14 INDEMNIFICATION

- 14.1 **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is

caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

- 14.2 GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3 PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1 Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4 This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and

Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1 CONFIDENTIAL INFORMATION.

16.1.1 Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not disclose the Software or its related documentation to any competitor of Motorola; (iv) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (v) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (vi) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vii) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2 Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may

disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

- 16.1.3 All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.
- 16.2 **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. The Software and all related documentation and materials provided by Motorola are licensed (not sold) to Customer. Motorola and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Software and Non-Motorola Software respectively, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Motorola and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.
- 16.3 **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties, and derivatives thereof (collectively, "Proprietary Materials"). The Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials.
- 16.4 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.
- 16.5 **DATA AND FEEDBACK.**

- 16.5.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.
- 16.5.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").
- 16.5.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

- 17.1 **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.
- 17.2 **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- 17.4 **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.
- 17.5 **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or

agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

- 17.6 HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 17.7 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.
- 17.8 COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.
- 17.9 AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.
- 17.10 ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.
- 17.11 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.9 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

- 17.12 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A-1 MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Durant Police Department, OK ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

- 3.1 Subject to the provisions of this Agreement and in consideration of the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. If Exhibit B lists one or more agencies of Customer as "Authorized Users," Shared Agencies, or a similar term, or otherwise identifies the agencies that the parties intend to use the Software, then, notwithstanding any other terms of this Agreement, the parties

acknowledge and agree that all rights and licenses granted under this Agreement for the use of the Software and related materials are granted solely to such Authorized Users, including Shared Agencies, and their personnel. As required by the Primary Agreement, Customer will require Authorized Users including Shared Agencies to commit in writing to the obligations in the Software License Agreement. Additional agencies may be added to Exhibit B as Authorized Users, or may be added as Shared Agencies pursuant to Section 3.7 of the Primary Agreement, by mutual written agreement of Customer and Motorola, subject to payment of the applicable license and support fees for the additional agencies.

This Agreement does not grant any rights to source code.

- 3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).
- 3.3 If the Designated Products being acquired by Licensee include a Microsoft SQL Server or a Microsoft System Center Operations Manager, the Microsoft software for these Microsoft Products is sublicensed to Licensee from Motorola and is subject to additional Microsoft End-User License Agreement terms.
- 3.4 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

- 4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.
- 4.2 Licensee will not, and will not allow or enable its employees, agents, and independent contractors and any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the

same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software. Licensee is liable for any breach of this Agreement by any of its employees, agents, or independent contractors.

- 4.3 Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
- 4.4 The license for Cityworks or Customer Service Request Software is for the use of the Software with the Designated System or for the specified number of Concurrent Users for which it was provided, the purpose for which it was designed and only for the application specific use covered by this Agreement, or the Primary Agreement. This license does not allow access to the Software through other Designated Systems except as specifically permitted. "Concurrent User" means the maximum number of concurrent connections to Software authorized by this Agreement or the Primary Agreement at any one instance in time. "Designated System" means the computer hardware and operating system configuration specified in the Primary Agreement for which the Software is licensed for use. Additional Designated System licenses are required for communication with additional instances of a database or additional databases.
- 4.5 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

- 6.1 Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software

(the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

- 6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.
- 6.3 Warranty claims are described in the Primary Agreement.
- 6.4 The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

- 8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.
- 8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated

Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

- 8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

- 9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.
- 9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

- 13.1 **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

- 13.2 COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.
- 13.3 ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.
- 13.4 GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.
- 13.5 THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.
- 13.6 SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.
- 13.7 ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.
- 13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit A-2
Microsoft End User License Agreements, if applicable

Exhibit A-3
Microsoft Terms, if applicable

This Exhibit A-3 to the Computer Aided Dispatch ("CAD") System and Services Agreement ("Primary Agreement") only concerns the Microsoft Products included with the CAD Solution provided by Motorola. Motorola and Customer agree that this Exhibit applies only to the Microsoft Products as fully described herein.

1. **SOFTWARE LICENSE.** As to any Microsoft Products being furnished, the Microsoft software for those Microsoft Products is sublicensed to Licensee from Motorola pursuant to the Customer's Motorola Software License Agreement and is subject to the additional Microsoft End-User License Agreement terms, Exhibit A-2.
2. **CUSTOMER USERS.** Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the Microsoft Products. If Customer is acquiring from Motorola a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, then Customer warrants 1) that the number of users that may access the System are correctly indicated in the Exhibits to this Agreement; 2) that Customer is not being licensed the SQL Server or Microsoft System Center Operations Manager under a license from Microsoft, but rather under a sublicense from Motorola; 3) that the copies of the referenced Microsoft Products it receives from Motorola do not entitle it to maintain on its computer systems any more copies of the Microsoft Products than it previously licensed from Motorola or Microsoft; 4) that Customer possesses and will maintain sufficient quantities of fully valid Microsoft licenses to support the maximum number of users and/or devices that may access or use the System under the provisions of the End-User License Agreement; 5) that Microsoft will be an intended third party beneficiary of the End-User License Agreement, with the right to enforce the warranties and any other provisions of the End-User License Agreement provisions and to verify compliance of the End User with the same; 6) that Customer shall not run on a mirrored database server for more than 30 days without obtaining a SQL license for that server; 7) that the Customer grants permission for the disclosure of End-User information by Motorola as required in Motorola's Monthly royalty reports and ordering information reports to Microsoft; 8) that Microsoft does not transfer any ownership rights in any Product; and 9) that Motorola is solely responsible for providing technical support for the Microsoft Products.
3. **LIMITATIONS.** The rights granted in this Agreement with respect to Microsoft Products are subject to the following limitations: 1) Customer has no copyright interest in the Microsoft Products; 2) Customer may not rent, lease, lend or provide hosting services with the Products; 3) Customer may not reverse engineer, decompile or disassemble any Product; 4) Customer may not remove, modify or obscure any copyrights, trademarks or other proprietary right notices contained in the Products; and 5) The Microsoft Products are not designed or intended for use in any situation where failure or fault of the product could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Motorola's right to sublicense Microsoft Products excludes the right to use, or distribute the Microsoft Products for Customer's use in, or in conjunction with, High Risk Use, therefore, High Risk Use is strictly prohibited. High Risk use, by way of example, includes aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act. Notwithstanding the foregoing, as long as PremierOne CAD is used in a manner for which it was designed and in accordance with the documentation provided, Motorola declares such use is not considered to be High Risk Use as defined by Microsoft.
4. **MICROSOFT PRODUCTS WARRANTY.** Notwithstanding any provisions herein to the contrary, the following provisions apply to the Microsoft Products:
 - 4.1 Microsoft Products are not fault tolerant or free from errors, conflicts, interruptions or other imperfections. Performance may vary depending upon what hardware platform

they are installed on, the interactions with other software applications and each product's configurations.

- 4.2 Microsoft Corporation is providing the Microsoft Products "as-is" with no warranty of any kind and disclaims all warranties, express and implied, to the maximum extent allowed by applicable law. Microsoft further disclaims any liability of Microsoft for any damages, whether direct, indirect incidental or consequential, as a result of the use or installation of the Products. Additionally, to the extent permitted under applicable law, Microsoft Corporation excludes for itself and its suppliers all warranties of any kind, including:
- a. any warranties of title, non-infringement, merchantability and fitness for a particular purpose;
 - b. any implied warranty arising from course of dealing or usage of trade;
 - c. any common law duties relating to accuracy or lack of negligence with respect to the Microsoft Products, any Master Copy, and any Software Documentation; and
 - d. that the products will operate properly in connection with the System, the Motorola products or on any Customer system(s).

If applicable law gives Customer any implied warranties, guarantees or conditions despite the foregoing exclusion, those warranties will be limited to one year and Customer remedies will be limited to the maximum extent allowed by this Agreement.

5. THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy.

Exhibit A-4 ESRI Terms, if applicable

This Exhibit A-4 to the Computer Aided Dispatch ("CAD") System and Services Agreement ("Primary Agreement") only concerns the ESRI OEM Software included with the CAD Solution provided by Motorola. Motorola and Customer agree that this Exhibit applies only to the ESRI OEM Software as fully described herein.

1. ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the ESRI OEM Software.
 - 1.1 The use of ESRI OEM Software is restricted to executable code.
 - 1.2 The following are prohibited: (i) transfer of the OEM Software, except for a temporary transfer in the event of a computer malfunction; (ii) assignment, time-sharing, lend or lease, or rental of the OEM Software or use for commercial network services or interactive cable or remote processing services; and (iii) title to the OEM Software from passing to Customer or any other party.
 - 1.3 Also prohibited are the reverse engineering, disassembly, or decompilation of the OEM Software and the duplication of the OEM Software, except for a single archival copy; reasonable Customer backup copies are permitted.
 - 1.4 To the extent permitted by law, ESRI's liability is disclaimed for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the OEM Software, including damages resulting from any ESRI provided Data (Data is not warranted) and damages resulting from use in High Risk Activities such as the operation of nuclear facilities, aircraft navigation or aircraft communications systems, air traffic control, life support, or weapon systems. ESRI specifically disclaims any express or implied warranty of fitness for High Risk Activities.
 - 1.5 Upon termination of the contract, Customer agrees to certify in writing to Motorola that it has discontinued use and has destroyed or will return to Motorola all copies of the OEM Software and documentation.
 - 1.6 Customer will fully comply with all relevant export laws and regulations of the United States to assure that the OEM Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
 - 1.7 Customer shall not remove or obscure any copyright, trademark notice, or restrictive legend.
 - 1.8 In any sublicense to the United States Government, the OEM Software shall be provided with "Restricted Rights."
2. ESRI WARRANTY.
 - 2.1 As to ESRI OEM Software, during the term of this Agreement ESRI represents and warrants the Software will substantially perform in conformance with the Specifications and its Documentation, provided the Software is used as specified in the Documentation, and will provide Updates, Upgrades, timely system releases, error corrections, and such improvements outlined in the ESRI life cycle maintenance policy. The foregoing warranties do not apply to errors, defects, or nonconformities due to: a) misuse of the Software solely by the Customer; b) unauthorized modification of the Software by Customer; or c) failure of Customer to use compatible hardware and software as set forth in the specifications.

- 2.2 If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness is not guaranteed. The Data may contain some nonconformities, defects, errors or omissions. ESRI and Motorola make no warranty with respect to the Data. Without limiting the generality of the preceding sentence, ESRI and Motorola do not warrant the Data will meet the Customer's needs or expectations, the use of Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and Motorola are not inviting reliance on the Data, and Customer should always verify actual Data, including, but not limited to, map, spatial, raster and tabular information.
- 2.3 EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. ESRI DOES NOT WARRANT THAT THE DATA WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THE USE OF THE SAME WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.
- 2.4 Customer's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth herein shall be limited, at ESRI's sole discretion, to (a) replacement of any defective media; (b) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy, (c) return of the license fees paid for the Software, Data, or Documentation that does not meet ESRI's limited warranty, provided that Customer uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such de-installation and destruction to ESRI.
- 3 THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy

Exhibit B
Pricing Summary, Equipment List, and Payment Schedule

Quote Date: 05/17/2020
Expiration Date: 07/24/2020
Prepared By: Melissa Lee

Solution	Price	HGAC discount (10%)	Extended Price
Computer Aided Dispatch Suite	\$217,148	\$21,715	\$195,433
Professional Services	Included	n/a	Included
Warranty/ 1 st year maintenance and support	Included	n/a	Included
Total:			\$195,433
2 nd Year Maintenance			\$17,837

Not Included

***Note:** While the items below are not included in this preliminary quote (unless otherwise specified), Motorola Solutions can work with our partners to provide them, based on further discussions of your agency's exact needs.

- Esri desktop and server licensing
- Networking hardware and any required workstations unless listed in the price table above
- Third party software requirements
- Any applicable taxes

Payment Terms	CAD
Contract Signing	\$68,402
Installation of Software	\$39,087
Completion of Project Team Training	\$39,086
Completion of End User Training	\$29,315
Go-Live	\$19,543
Total	\$195,433

CAD	
Master Tables (names, property, vehicle)	
- Utilizes a single-source database for Name, Vehicle, Property, and Wants/Alerts for instant access to updated, organized information - Stores and organizes all system information, which can be accessed from one central repository with a single login Learning Management System: - Provides online training courses on Spillman Flex modules, reducing the stress on agencies to organize and coordinate large-scale training events - Trains and informs new and experienced users to ensure maximum leverage of the system's capabilities Imaging and File Attachments: - Agencies can create a full-color, organized library of digital images that are fully searchable from anywhere in the system - Allows agencies to organize their digital files for streamlined access, saving time and effort - Integrates with CommandCentral Vault, Motorola's cloud-based digital evidence management solution, to present evidence alongside all other case information captured in the law incident	
CAD	
- Allows dispatchers to manage calls for individual and multi-jurisdictional agencies, reducing response times and facilitating coordination within and between agencies - Full integration gives dispatchers access to data from anywhere in the system, saving time and reducing liabilities by eliminating duplication and redundant data entry	
CAD Mapping	
- Gives users access to location and call information through full integration with Flex CAD - Saves dispatchers time and helps them streamline their work by quickly and easily dispatching units with drag-and-drop functionality	
Alarm Tracking and Billing	
Tracks false alarms, manages alarm fees, and generates statistical reports, tickets, bills, and correspondence	
E9-1-1 Interface	
- Enables dispatch centers to pinpoint cellular call locations, reducing the time required to assign units and respond to calls - Provides integration by populating ANI/ALI automatically into the Flex CAD solution	
CallWorks Integration	
CallWorks CallStation Combines call handling, mapping, and reporting into a single platform allowing personnel to manage voice, text-to-9-1-1 calls and mapping from a single workstation	

ERS Interface
- Integrates workflows by enabling personnel to efficiently complete reports, and transfer information from Flex CAD into the ERS Fire reporting management system - Provides an integrated, organized solution that helps agencies manage all of a fire department's incident reporting, scheduling, training, hydrant maintenance, reports, and personnel requirements from any internet browser
Higher Ground – Durant Police Department
- Send Flex Call ID, time and date call record opened, and call taker ID to Higher Ground, which attaches the Flex call ID to the associated recording - Facilitates easy retrieval of the call by searching the call ID
Rapid Notification
Connects users by enabling them to send emails or texts, based on-call nature, to smartphones, faxes, or a network
StateLink Interface (OLETS interface)
Integrates agencies with state, national, and other external databases for better coordination
Data Export to GeoSafe
This is a data export from the Flex CAD/RMS to an XML file either to the local Flex server file system or an SFTP site, utilizing the FlexExport tool. The data elements included contain CAD related fields, such as call data, radio logs, GPS coordinates. The interface is triggered from a configurable time interval, with options from 10 seconds to 24 hours. Files generated by FlexExport are not automatically cleaned up and it is expected that the consumer of the files will clean up files.
Etherlite
- Works with Windows, UNIX, or Linux for adaptability - Minimizes Ethernet traffic by multiplexing all serial ports into a single TCP/IP session
Hardware
- System server (Windows) - GIS Server

Professional Services

Implementation Analyst
- Conduct initial business process review (BPR) - Conduct administration training on all purchased products - Serve in a lead trainer capacity as required
End User Trainer
Provide classroom instruction, written exams, and supervised repetition of system use in a training environment

Admin Trainer
• Conduct administration training and setup on all purchased products (this role may be filled by the Implementation Analyst, depending on customer needs) • Serve in a lead trainer capacity as required
Go-live Assistance
• Project Manager and training personnel provide hands-on assistance before and after Go-live to ensure a successful transition to Flex
Installation Technician
• Install, test, adjust, and perform preliminary configuration of operating system for Flex • Manage server configuration, oversee core system installation, and coordinate installation of external interfaces

Warranty / Maintenance / Support
Updates, Enhancements, and Bug Fixes
• As a standard business practice, Spillman offers updates and enhancements with the annual maintenance cost • Customers can take advantage of continually improving technology for the lifetime of the partnership • Agencies are not required to update their solution when an enhancement is released, and Motorola Solutions supports Flex up to two versions back
Warranty
• Provides ongoing software maintenance that includes updates, enhancements, bug fixes, and support services
Support Services
• Includes toll-free hotline support, software support, bug fixes, first-year support, and software release updates • Software is modified to fix identified bugs at no additional cost to the customer • Conduct training in the Knowledge Center • Submit support requests 24/7 and track their status from your MySpillman account

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase	
Payment Milestone	Payment
1. Execution of Contract	20%
2. Completion of the Project Kickoff and Contract Design Review	20%
3. Delivery of applicable System Hardware and Application Software to Customer Site	35%
4. Installation of System Hardware at Customer Site	10%
5. Successful Completion of System Live Cut	10%
6. Final Acceptance	5%

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

Exhibit C
Implementation and Technical Documents

- C-1 "Statement of Work" dated May 18, 2020
- C-2 "Project Schedule" (to be mutually developed)
- C-3 "Training Plan" (to be mutually developed)
- C-4 "Technical Product Descriptions"
- C-5 "Data Conversion Scope of Work"

C-1 “Statement of Work” dated May 18, 2020

**Public Safety Software Implementation
Statement of Work (“SOW”)**

Between

**Motorola Solutions, Inc.
 (“Motorola”)**

And

**Durant Police Department, OK
 (“Customer”)**

Prepared

May 18, 2020

By

Motorola Solutions, Inc.

This information is the property of Motorola and is provided on a confidential and restricted basis. This information shall not be disclosed outside of Customer organization and shall not be duplicated, used, or disclosed in whole or in part for any reason other than to evaluate this SOW.

Introduction and Purpose

Motorola provides comprehensive public safety software for police departments, sheriff's offices, fire departments, communication centers and correctional facilities. Under the guidance and participation of Customer, Motorola will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services in the Purchase and License Agreement.

Together, the integrated software solutions are referred to as the "System."

Motorola is committed to building a lifelong partnership with Customer by providing professional project management assistance through implementation, account management, technical services, and both initial and ongoing training. Motorola will provide Customer with software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Customer operations.

This SOW guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Motorola and Customer will consider a task complete.

Project Objectives

Ongoing objectives of the Public Safety Software Implementation project:

- Provide a comprehensive public safety software solution to facilitate data management
- Provide the software and services necessary to enable interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules
- Facilitate the implementation of data entry standards

Specific SOW objectives:

- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Motorola software modules
- Install and configure the external interfaces
- Provide onsite system setup consultation and system and application administration training
- Provide comprehensive end user training and assistance with code table set up
- Provide Go-live assistance

Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document ("Change Request"). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.

- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties' agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Motorola and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

Project Assumptions and General Responsibilities

Project Assumptions

- The Flex System will be implemented in a Linux or Windows environment.
- Customer network is available and appropriately configured.
- Hardware is available that meets or exceeds Motorola's current hardware recommendations, is patched per Motorola's recommendations, and is appropriately configured.
- A TCP/IP-capable network is available for Flex Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high speed private network. At a minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Flex server.
- Customer obtains State user and terminal ORIs in a timely fashion.
 - State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Motorola is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

Customer Responsibilities

- Maintain effective communications with the Motorola Project Manager
- Participate in onsite project status meetings
- Respond to issues and concerns as communicated by the Motorola Project Manager
- Provide Motorola with Customer-approved project change requests
- Coordinate required Customer tasks and responsibilities with the Motorola Project Manager
- Manage all third party vendors for which Customer contracts facilitate project activities
- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities
- Provide onsite and dedicated VPN remote access as required to facilitate installation and Motorola's continued system support
- Install Flex application client on all computers
- Install Mobile application client on mobile computers
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users
- Ensure management and end user personnel are scheduled and available for training

Motorola Project Team Responsibilities

- Function as the liaisons with Customer's designated project manager
- Provide Customer with a project management plan, including a cut-over plan for Go-live
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation
- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Motorola
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- Manage all third party vendors contracted by Motorola

Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Motorola and Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Tasks may or may not be completed in the order in which they appear. Some tasks may be sequential while other tasks may be concurrent with other tasks.

Some tasks will involve 3rd party entities (government agencies, vendors, etc.) to successfully complete this project. Motorola will cooperate and use good faith efforts to work effectively with all 3rd party representatives from other vendors or government agencies as may be necessary to ensure successful Project completion.

Project Planning and Pre-Installation

Task Description

Project Planning will consist of a series of tasks and activities to help prepare the Customer and Motorola for the implementation process:

- **Pre-Implementation Meeting**
Motorola will conduct a Pre-Implementation Meeting (PIM), which includes a project review session and product demonstration. The Project review session will include a detailed discussion of the contract documents, project timelines, goals and objectives, and roles and responsibilities of both parties. The Project review session will be designed to ensure the project managers and key personnel on both sides are familiar with the contract documents and have the same understanding of the overall scope of the project and project approach.
- **Workflow and Forms Review Sessions/Project Team Planning Session**
Motorola will schedule and conduct Workflow and Forms Review Sessions with each agency/department to identify paper forms and manual reports that can/will be eliminated by installing the new System, and the changes that will be required in forms that will remain in use after system go-live. This task will also include a detailed discussion/presentation and recommendations on how each agency will/should streamline work processes and adjust current staffing resources to match Software utilization.

Deliverables

Upon completion of Project Planning, Motorola and Customer will:

- Document results of the workflow and forms review for each agency. Motorola will provide recommendations on forms that can potentially be eliminated and/or consolidated for each agency. Motorola will provide recommendations for forms that should remain in use after go-live occurs.
- Identify and document estimated Customer resources and estimated time requirements for Customer-related tasks so the Customer is better prepared to assign the type of resources when necessary to do so and for what duration. This information will be based on Motorola's previous experience in installing similar systems. The goal is to help ensure the Customer is well aware in advance of tasks

Project Planning and Pre-Installation

and resource requirements so as to avoid potential project delays during the implementation process.

Prerequisites

- Signed Agreement

Completion Criteria

This task will be considered complete following the Pre-Implementation Meeting and completion of the Workflow and Forms Review Sessions.

Motorola	Customer
Responsibilities • Conduct pre-implementation meeting • Conduct product demonstrations • Conduct workflow and forms review	Responsibilities • Assist with workflow and forms analysis • Assist with project team planning sessions
Required Staff • Project manager • Trainer • Systems Engineer	Required Staff • Project manager • Project team members (staff from agencies or departments)

Order Hardware

Order Hardware

Task Description

The purpose of this task is to order the hardware required for the Flex system. Customer or Motorola (as specified in the Agreement) will be responsible for procuring the server needed to meet Motorola's hardware specifications, as well as dedicating/procuring servers for the solution's GIS component, HipLink paging module and Compstat Dashboard module. Together, Motorola and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to Customer's location.

If Customer desires a disaster recovery solution, Customer (or a mutually agreed upon third party, as specified in the Agreement) will be responsible for procuring a second server and facilitating the setup of that solution. All costs associated with the setup and testing of the disaster recovery solution will be borne by Customer.

Deliverables

- Hardware recommendations

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete once the hardware has been ordered.

Motorola	Customer
Responsibilities • Verify hardware order • Order hardware (per Contract) • Provide minimum and recommended hardware requirements for all workstations	Responsibilities • Order hardware (per Contract) • Ensure hardware (workstation) upgrades, as needed
Required Staff • Project manager • Installation manager • Systems engineer	Required Staff • Project manager • IT personnel (as needed) • System administrator

Order Third Party Products

Task Description

Motorola will order third party products as specified in the Agreement. Customer will be responsible for any third party requirements not listed in the Agreement.

Deliverables

- Not applicable

Prerequisites

- Signed agreement

Completion Criteria

This task will be complete once Motorola and Customer have placed all orders for third party products.

Motorola	Customer
Responsibilities • Order third party products as specified in the Agreement	Responsibilities • Order third party products for which Customer is responsible
Required Staff • Project manager • Systems engineer	Required Staff • Project manager • System administrator • IT personnel (as needed)

Finalize Project Schedule

Task Description

Prior to signing the Agreement, Motorola and Customer may have developed a preliminary project schedule. During this task, the project managers from both Motorola and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Motorola's project manager will then update the schedule.

The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Motorola's project manager.

Deliverables

- Final project schedule

Prerequisites

- Not applicable

Completion Criteria

This task will be complete when the parties agree upon the final project schedule; approval shall not be unreasonably withheld or delayed.

Motorola	Customer
Responsibilities • Lead Customer through a review of the project schedule • Update the project schedule	Responsibilities • Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review
Required Staff • Project manager • Training coordinator	Required Staff • Project manager • System administrator • Department supervisors (as needed, for approving the schedule)

Develop Data Entry Standards

Develop Data Entry Standards

Task Description

Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the kickoff meeting, Motorola will provide and explain sample data entry standards as a starting point for Customer. Customer will need to revise the sample standards to meet its specific needs. Once standards have been established, Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Motorola will incorporate the data entry standards into end user training. Therefore, Customer must complete this task prior to end user training. Motorola is not responsible for project delays due to Customer not completing this task in a timely manner.

Deliverables

- Motorola-supplied sample data entry standard
- Final, Customer-defined data entry standards

Completion Criteria

This task will be complete after Customer develops formal data entry standards that Motorola can incorporate into end user training.

Motorola	Customer
Responsibilities • Provide sample data entry standards • Explain data entry standards	Responsibilities • Revise sample standards form to meet Customer's needs • Create formal policies and standard operating procedures to guide data entry tasks
Required Staff • Project manager • Lead trainer	Required Staff • Project team

Conduct First Web Based Map Training

Task Description

Customer must prepare its GIS data for the Flex geofile and then build the Flex geofile database. Prior to training, Customer will collect current map data for assessment. Motorola will send Customer a document to guide Customer in the collection of this data. A Motorola GIS trainer will assess the current map data and provide feedback on ways to improve the quality of the data for use in the Flex geofile.

During this time, Motorola's GIS trainer will also instruct Customer's personnel responsible for building the geofile on how to build and update the maps for use in the Flex applications. After training, Customer is responsible for building the geofile. Motorola will remotely provide additional assistance, as needed.

Deliverables

- Map data collection guide
- GIS modification recommendations
- Remote assistance as needed

Prerequisites

- Existing customer map files

Completion Criteria

This task will be complete after Motorola concludes the onsite map build training.

Motorola	Customer
Responsibilities • Provide map data collection guide • Assess current map data • Provide feedback on ways to improve quality of map data • Provide map build training • Provide remote assistance during Customer's map build activities	Responsibilities • Collect current available map data • Attend map training • Build geofile per Motorola's specifications
Required Staff • Trainer (GIS)	Required Staff • System Administrator • GIS Department

Install and Configure Hardware and Operating System

Task Description

After Customer receives the server hardware, Motorola's systems engineer will install the server at Customer site, and install and configure the operating system. The systems engineer will also help Customer configure the GIS server to accommodate Esri® Network Analyst, which is necessary if Customer wants routing and closest unit dispatching capabilities.

Deliverables

- Servers installed and configured

Prerequisites

- Addresses for servers and VPN identified
- Server location, equipment, and supply of power provided

Completion Criteria

This task will be complete when Motorola has installed and configured the Linux or Windows server and operating system, conducted initial tests of the equipment, corrected any material problems or deficiencies, and established connectivity to Motorola Flex headquarters.

Motorola	Customer
Responsibilities • Install Linux or Windows server and operating system at Customer site • Configure database storage space allocation • Guide Customer through network configuration • Conduct initial tests of the equipment and correct any problems or deficiencies • Establish connectivity to Motorola Flex headquarters	Responsibilities • Facilitate installation of Linux or Windows server • Set up disaster recovery solution • Configure network • Assist with establishing connectivity to Motorola Flex headquarters
Required Staff • Project manager • Systems engineer	Required Staff • System administrator • IT department

Install Core Flex Application

Task Description

After installing the servers and configuring the operating system and database storage, Motorola's systems engineer will install the core Flex application and the Motorola side of interfaces. The systems engineer will configure the database environments and create the initial administrative user accounts.

If applicable, Motorola will provide Customer with Mobile and Flex client applications. Customer is responsible for installing the client application on the mobile and desktop computers.

Deliverables

- Installation of Flex applications, as specified in the Agreement
- Installation of Flex components of external interfaces
- Installation of Flex Mobile client application

Prerequisites

- Hardware installed

Completion Criteria

This task will be complete when Motorola has installed the core Flex applications, created the training user accounts and administrative accounts, initiated the installation of external interfaces, and performed the tests required for end user training and Go-live.

Motorola	Customer
Responsibilities • Install core Flex applications • Configure databases (live and training) • Create administrative user accounts • Create training user accounts • Initiate installation of external interfaces	Responsibilities • Install Flex client application on PCs • Install Flex Mobile client application on mobile computers
Required Staff • Systems engineer	Required Staff • IT personnel • System administrator

Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces

Task Description

Motorola installs the NCIC and E9-1-1 interfaces with configuration parameters set to default values. While most external interfaces require only configuration prior to execution, these interfaces require additional technical and administrative steps for operability.

Motorola will install the State Link and Mobile StateLink NCIC interface. Customer, however, is responsible for obtaining a state connection and obtaining state user and terminal ORIs. Should Customer require assistance, Motorola can help with the process. Together, Motorola and Customer will enter the ORI and terminal information and test the connection.

Motorola will install the E9-1-1 interface. To configure this interface, Motorola will require a sample ANI/ALI data stream from Customer, as well as dispatch terminal IP addresses and a port for connectivity to the ANI/ALI box. After receiving this information and the required connectivity, Motorola will configure the E9-1-1 interface and, together with Customer, will test the connection to verify the correct data stream and format transfers to the CAD screens.

Motorola will also install and test all other external interfaces specified in the Agreement. The development process for other interfaces will include programming, testing, and demonstrating to Customer the successful completion of all included interfaces and software modifications, as set forth in the Agreement.

Deliverables

- Installation, configuration, and testing of StateLink and Mobile State Link StateLink/NCIC, E9-1-1, and LiveScan interfaces

Prerequisites

- Methods of connectivity defined
- Contact information for all third party vendors

Completion Criteria

This task will be complete when Motorola and Customer have tested the StateLink and Mobile StateLink/NCIC, E9-1-1 interface, LiveScan interface, and other external interfaces included in the Agreement and they are installed and working correctly in all material respects.

Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces	
Motorola	Customer
Responsibilities • StateLink Interface – Install StateLink/NCIC interface – Work with Customer to enter ORI and terminal information – Test StateLink/NCIC interface • E9-1-1 Interface – Install interface – Configure ANI/ALI connection to Flex – Verify data stream/format to CAD screens • Other External Interfaces – Serve as prime contractor to develop interfaces – Test and successfully demonstrate completion to Customer – Update interface and system Documentation, as necessary	Responsibilities • StateLink Interface – Obtain state connection – Obtain state user and terminal ORIs – Work with Motorola to enter ORI and terminal information – Test StateLink and Mobile StateLink State/NCIC interface • E9-1-1 Interface – Provide ANI/ALI port for connection – Provide dispatch computer IP addresses – Verify data stream/format to CAD screens
Required Staff • Project manager • Systems engineer • Development (programmers)	Required Staff • IT department • Any applicable third party vendors • System administrator

Conduct Project Team Training

Task Description

Motorola will conduct a three-day training course for Customer's project team. Part of this training includes an overview of the purchased application. During the overview, Motorola will demonstrate the functionality of the various modules.

Deliverables

- Project team training

Prerequisites

- Server installation complete
- Training room set up with server connectivity

Completion Criteria

This task will be complete when the parties have concluded project team training.

Motorola	Customer
Responsibilities • Project team training (system overview) • Demonstrate Flex application	Responsibilities • Provide appropriately equipped training location • Ensure appropriate personnel attend project team training
Required Staff • Project manager • Trainer	Required Staff • Project team • Trainer

Conduct System Administration Training

Conduct System Administration Training

Task Description

Motorola will conduct the following system administration training courses:

- Specialist system application administration (3 days)
- Module-specific administration training, as appropriate

System administration training includes training to set up, enter, and administer the operational and administrative code tables. Following training, Customer will be responsible for entering code tables. Customer must enter data before user training begins. Motorola will provide training on user/group setup, including granting system privileges.

Additionally, Customer should have a good draft of its data entry standards. During this training, Motorola will work with Customer to review and finalize the data entry standards. Following training, Customer will be responsible for formalizing data entry standards. This task must be complete before user training begins.

Deliverables

- System administration training per the training plan

Prerequisites

- Flex application installation
- Project team training
- Customer completion of data entry standards

Completion Criteria

This task will be complete when Motorola has provided the system administration training per the training plan.

Motorola	Customer
Responsibilities • System administrator training • Module administration training • Code table setup training	Responsibilities • Provide properly equipped location • Ensure personnel attend training • Finalize data entry standards • Enter code tables
Required Staff • Trainer	Required Staff • Project manager (as needed) • Project team • System administrator • IT personnel • Department managers (as needed for code tables decisions)

Conduct Follow Up Map Training and Final Map Setup Training

Conduct Follow Up Map Training and Final Map Setup Training

Task Description

Motorola GIS trainers will conduct multiple (as needed) training sessions to review the geofile map build and direct the necessary GIS modifications. These trainers will identify areas where the maps could be improved and assist Customer with any issues or problems it is experiencing.

Prior to Go-live, Motorola will conduct a final review session to assess the condition of Customer map data and ensure it is ready for go live.

Deliverables

- GIS professional services (consulting)
- Final map review

Prerequisites

- Flex application installation
- System administration training
- Significant progress on Customer map build

Completion Criteria

This task will be complete when the final map is prepared and ready for go live.

Motorola	Customer
Responsibilities • Provide map build assistance to Customer • Assist with final map review and go live preparation	Responsibilities • Map build and GIS modifications • Perform final map review
Required Staff • Trainer (GIS)	Required Staff • GIS department • System administrator

Conduct End User Training

Task Description

Motorola will conduct end user training per the mutually agreed upon training plan.

Deliverables

- End user training

Prerequisites

- Functional testing completed
- Interfaces installed and configured

Completion Criteria

This task will be complete when Motorola has provided all end user training per the training plan.

Motorola	Customer
Responsibilities • Provide end user training per the training plan	Responsibilities • Provide training facilities and equipment • Ensure appropriate personnel attend each training class
Required Staff • Trainers	• Required Staff • All employees (end users)

Cutover to Live Operation

Task Description

Motorola trainers will be onsite to assist Customer with cutover to live operation (Go-live).

On the day of cutover to live operation, Motorola will facilitate a Go-live kickoff ensuring all tasks are completed and Customer personnel are prepared for pre and post-cutover roles.

After cutover, Motorola's trainers will assist Customer personnel with initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may arise and make minor configuration modifications as Customer makes initial database entries and enacts entire work processes in the live environment.

Motorola's project manager and trainers will hold meetings with Customer project team, as needed, to discuss concerns and issues that arise.

Customer's system administrators, project team, and other "supervisory users" shall be present to provide guidance to Customer personnel needing additional assistance. Customer personnel are free to ask questions. The system administrators, project team, and other supervisory users should report issues and concerns they encounter to Motorola's trainers and project manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

Deliverables

- Trainers onsite for Go-live

Prerequisites

- Completion of all previous tasks

Completion Criteria

This task will be complete once live operation of the entire System has commenced and the other tasks described above been completed.

Motorola	Customer
Responsibilities • Facilitate Go-live kickoff meeting (first day of Go-live) • Assist with initial live database entry • Observe operations and troubleshoot live database problems • Make minor modifications as needed • Work one-on-one with individuals	Responsibilities • Ensure appropriate personnel attend Go-live kickoff meeting • Provide guidance to individuals who need extra assistance • Relay issues and concerns to Flex
Required Staff • Project manager • Systems engineer • Trainers	Required Staff • Project manager • All employees (end users)

Perform Site Audit and Analysis

Perform Site Audit and Analysis

Task Description

Approximately a few weeks following cutover to live operation, a Motorola trainer will be onsite to observe how Customer personnel are using the System. The trainer will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing the users alternative ways to use the System.

Deliverables

- Onsite analysis and training for up to three days

Prerequisites

- Go-live operations

Completion Criteria

This task will be complete after the Motorola trainer has conducted the site audit and analysis.

Motorola	Customer
Responsibilities • Answer follow up questions • Show users alternative ways to use the system	Responsibilities • Communicate questions or concerns
Required Staff • Trainer	Required Staff • Applicable staff

Major Milestones

- Agreement signing
- Hardware delivery/Core installation
- Project team training/Administration training complete
- Interfaces
- End user training complete
- Go-live complete

C-2 “Project Schedule” (to be mutually developed)

C-3 “Training Plan” (to be mutually developed)

C-4 “Technical Product Descriptions”

Technical product documents for the following interfaces are provided in the following pages:

- E9-1-1 Interface
- Oklahoma StateLink Interface
- ERS Fire and EMS Records Interface
- Higher Ground Interface

E9-1-1 Interface

Product Description

Summary

Receive automatic number and location information (ANI/ALI) from a standard E911 system and transmit the information to your Flex CAD system. Used in conjunction with the CAD and CAD Mapping modules, the interface enables you to view real-time locations of both wireless and landline calls on a digital map. Automatic field entry inserts agency-specified information from incoming calls to minimize manual data entry. The E911 Interface ensures your agency meets federal Phase I and Phase II compliance standards.

Feature List

- Automatic Field Entry
- Visual Call Locations
- Mapping ALI Data
- Cellular Location Data

Requirements

General

- The Flex software must be loaded on a Motorola Solutions-approved hardware platform as outlined in current Motorola Solutions policies.
- Flex technicians must have access to the server where the Flex software is loaded.
- Installation is completed partially on site and partially over remote connection.
- The agency must provide E9-1-1 protocol documentation and ALI text format information.
- The agency must provide a static IP address and computer name for each Flex 9-1-1 dispatch station.
- The agency must provide the ANI/ALI station number for each Flex 9-1-1 dispatch station.

Hardware

Hardware	Model	Vendor/Company	Support	Notes
ANI/ALI				• ANI/ALI equipment that is installed and functional • A Digi serial port server (Motorola Solutions will purchase the initial serial port server) • A power source for the serial port server that is within 15 feet of the ANI/ALI CAD port • The agency must provide a static IP address for the serial port server
TCP/IP				A TCP/IP network connection to the Flex server that is within 15 feet of the ANI/ALI CAD port.

Software

Software	Version	Vendor/Company	Notes
Flex	Version 4.6 or higher	Motorola Solutions, Inc.	User documentation is included in the Flex CAD User's Guide. Administrator documentation is located in the Flex SAA Application Setup and Maintenance Manual.
CAD module		Motorola Solutions, Inc.	User documentation is included in the Flex CAD User's Guide. Administrator documentation is located in the Flex SAA Application Setup and Maintenance Manual.

Oklahoma StateLink Interface

Product Description

Summary

This document covers the StateLink protocol Interfaces and available transactions for the State of Oklahoma.

Feature List

The transactions listed below encompass every type of transaction currently available through StateLink in Oklahoma. New transaction are custom work and will take time to be added. The required paper work needs to be filed with the state as early as possible to expedite installation.

Available Transactions			
Transaction Type	Screen Name & Description	Flex Command Line Access	Message Keys Sent
Administrative	Administrative Message by ORI	AM	AM, AML
	Query ORI	QO	QO
Article	Query Article	QA	QA
Boat	Query Boat Registration	BQ	BQ
	Query Boat	QB	QB
Criminal History	Query CHRI by Free Form	AQ	AQ
Driver License	Query Driver License	DQ	DQ
	Query Driver History	KQ	KQ
Gang	Query Gang	QGG	QGG
	Query Gang Member	QGM	QGM
Gun	Query Gun	QG	QG
Identity Theft	Query Identity Theft	QID	QID
Missing Persons	Query Missing Person	QM	QM
Protection Order	Query Protection Order	QPO	QPO
Securities	Query Security	QS	QS
Vehicle	Query Vehicle Registration	RQ	RQ
	Query Vehicle	QV	QV
	Query Snowmobile Registration	SQ	SQ

Wanted	Query Wanted	QW	QW, ZW, QWA, QWE, QWF, QWS
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Requirements

Hardware

Hardware	Model	Vendor/Company	Support	Notes
Requirements				Typical hardware requirements are needed for StateLink and can be found in the Flex Hardware Recommendations document.

Software

Software	Version	Vendor/Company	Notes
Flex	Version 4.5 or higher	Motorola Solutions, Inc.	
StateLink	Version 2.0 or higher	Motorola Solutions, Inc.	Executable: StateLinkOK.war
O/S			- Windows - Linux - AIX
Other Requirements			- Communications Protocol: FoxTalk - Message Type: OFML - NCIC 2000 Standard: Yes - Displays Images in Returns: Yes - Voiced Responses: Yes - Highlighting: Yes - Import to Flex: Yes - Requesting Unit Auto Forward: Yes - Hit Alerts: Yes

ERS Fire and EMS Records Interface

Product Description

Summary

Flex's interface with Emergency Reporting System (ERS) allows you to efficiently complete reports and transfer information from Flex's Computer-Aided Dispatch module into the ERS fire and EMS reporting and records management system. ERS allows you to manage all your fire department's incident reporting, scheduling, training, hydrant maintenance, reports, and personnel requirements from any Internet browser.

Feature List

- CAD Integration
- Simplified Reporting
- Library
- NFIRS and NEMSIS v3.3.4 and v3.4.0 Compliant
- Daybook
- Data Security
- On-Scene Connectivity
- Workflow

Requirements

General

- The interface is currently a one-way interface from Flex to ERS
- This is a WAR file to be managed in the Tomcat Service Manager and deployed from the Application Manager

Hardware

Hardware	Model	Vendor/Company	Support	Notes
Requirements				Client PC specifications must match the minimum requirements for running Flex.

Software

Software	Version	Vendor/Company	Notes
Flex	Version 6.1 or higher	Motorola Solutions, Inc.	1107.1 or greater including the CAD, FIRE and EMS modules.
CtreeSQL Databse	Version v9.2 or higher		
Flex middletier			Flex middletier running in an instance of Apache Tomcat.
Ctxdump utility			The Ctxdump utility must be installed in \$INDBDIR/util, and must report a version number of at least 9.0.0.0 when invoked with the -Version argument.

Higher Ground Interface

Product Description

Summary

Higher Ground is a leading supplier of recording and evaluation tools for the public safety and call center markets. Higher Ground's suite of recording, quality assurance, and reporting tools assist organizations of all sizes respond to and manage incidents. Their products record every call and radio interaction, including associated data: time, date, ANI/ALI, radio ID, alias, talk group ID, etc. The NextGen Capture911 system captures 100 percent of audio from any combination of traditional or trunked radio and circuit-switched or VoIP telephone systems across multiple locations. It also provides the option for capture of PC screens.

Public safety call takers, dispatchers, and supervisors can instantly play back recent or archived interactions from any desktop using an advanced search interface with more than a dozen search options and powerful filters for easy retrieval of data, regardless of the number of channels, recording servers, or sites involved. Higher Ground offers an unlimited user access license so customers are not faced with hidden additional per-seat charges.

The integration between Flex and Higher Ground adheres to the Higher Ground Fusion Series 7, Release 7.8 Remote API Connector. The purpose of the interface is to send specific information for each call record in Flex to the Higher Ground call recorder system so that it can associate a Flex call ID with the recorded calls. To achieve this, for every call record Flex sends the call ID (sycad.callid), the time and date the call record opened (sycad.opened), and the call taker ID (apnames.abbr). Higher Ground uses the time/date and the call taker ID to find the correlated recording. When a match is made, Higher Ground attaches the Flex call ID with the recording. This facilitates easy retrieval of the call by searching the call ID.

Requirements

General

- Station ID: Higher Ground requires a station ID, which Flex does not have. In order to make the correlation, Higher Ground has a translation table in their system that correlates the Flex Call Taker ID (apnames.abbr) to the station ID. When a call taker logs into Higher Ground, it knows what station they are at and also knows what their Flex ID is from the translation table. Thus when the interface sends the call taker ID, they translate that to a station ID, coupled with the time, they are able to associate the correct recording with the correct call ID.
- The Higher Ground Interface can be sold to any customer who meets the software requirements.

Hardware

Hardware	Model	Vendor/Company	Support	Notes
Requirements				The Higher Ground Interface can be installed on a Windows Server or a Windows PC. The only requirement is that it must be running .NET Framework. It does not need to be a separate server from Flex if the agency is using a Windows server, it can be installed on the same server. Here's a link that shows the hardware requirements for .NET: http://msdn.microsoft.com/en-us/library/8z6watww(v=vs.100).aspx

Software

Software	Version	Vendor/Company	Notes
Flex	Version 6.x	Motorola Solutions, Inc.	The interface runs automatically without user involvement.
Driver	C-tree ADO ODBC	Motorola Solutions, Inc.	<i>C-tree ADO ODBC Driver which correlates with the Flex Database version and platform</i> <i>Higher Ground Fusion Series 7, Release 7.8 Remote API Connector – Flex connects to this API, therefore the agency must be using Higher Ground software that has this API</i>

C-5 “Data Conversion Scope of Work”

To be provided.

EXHIBIT D

Maintenance and Support Agreement

This Exhibit D, Flex Maintenance and Support Agreement ("Agreement"), is between Motorola Solutions, Inc., ("Motorola"), and Durant Police Department, OK ("Customer").

For good and valuable consideration, the parties agree as follows:

Section 1: Definitions

- 1.1 **"Coverage Hours"** means the hours between 5:00 a.m. and 6:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Motorola.
- 1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Motorola to Customer. Documentation does not include Motorola marketing materials.
- 1.3 **"Enhancement"** means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Motorola may designate Enhancements as minor or major, depending on Motorola's assessment of their value and of the function added to the preexisting Software.
- 1.4 **"Error"** means any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Motorola, subject to the exceptions set forth in Section 4.
- 1.5 **"Error Correction"** means either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.6 **"Primary Agreement"** means the agreement to which this exhibit is attached.
- 1.7 **"Releases"** means new versions of the Software, including all Error Corrections and Enhancements.
- 1.8 **"Response Time"** means six (6) or less Coverage Hours, from the time Customer first notifies Motorola of an Error until Motorola initiates work toward development of an Error Correction.
- 1.9 **"Software"** means the package of Motorola computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, initially or subsequently licensed by Customer. Software also includes all Utilities, modifications, new Releases and Enhancements. "Software" specifically excludes Third Party Software, except to the extent otherwise expressly stated in this Agreement.
- 1.10 **"System Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Motorola, pursuant to the procedures set forth in Section 6 hereof, and is able to communicate effectively with Motorola support personnel in the description and resolution of problems associated with the Software.
- 1.11 **"Support Term"** means the entire period during which Customer is receiving support services for the Software under the terms of this Support Agreement, beginning on the installation date of the Software. Support services are included during the Software's Warranty Period, as defined in Section 6.1 of Exhibit A, which is the "Initial Support Term." Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant

to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the Software License in Exhibit A

- 1.12 **“Third Party Software”** means software owned by third parties, whether (i) licensed by the third party to Motorola for distribution to Motorola’s customers with the Software, such as mapping software, database software, paging software or open source software, or (ii) separately acquired by Customer as necessary or appropriate for use in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.
- 1.13 **“Utilities”** means the software utilities and tools provided by Motorola as part of the Software, including Motorola’s XML Query, ODBC interface and implementation code, ctperrl, dbdump, and dload, as well as any other software utilities provided by Motorola in connection with the Software.

Section 2: Eligibility For Support

- 2.1 **Support Termination.** Motorola’s obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Motorola’s discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:
- 2.1.1 The Software License in Exhibit A must remain valid and in effect at all times;
 - 2.1.2 The Software must be operated on a hardware platform, operating system and version approved by Motorola; and
 - 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 **SAA Replacement.** Motorola may require Customer to appoint a new Motorola Application Administrator (“SAA”) in order to continue receiving support services or increase Customer’s support fees, if Motorola reasonably determines that the acting SAA does not have the training or experience necessary to communicate effectively with Motorola support personnel.

Section 3: Scope of Services

During the Support Term, Motorola shall render the following services in support of the Software, during Coverage Hours:

- 3.1 **Support Center.** Motorola shall maintain a Support Services Control Center capable of receiving from the SAA reports of any software irregularities, and requests for assistance in use of the Software.
- 3.2 **Services Staff.** Motorola shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.
- 3.3 **Error Correction.** Motorola shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Motorola in accordance with Motorola’s standard reporting procedures. Motorola shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Motorola shall provide the Error Correction through a “temporary fix” consisting of sufficient programming and operating instructions to implement the Error Correction and Motorola shall include the Error Correction in all subsequent Releases of the Software. Motorola supports two (2) versions back from the most recent release version. However, Motorola may, but is not obligated to, provide Error Corrections for any version of the Software other than the most recent Release.

- 3.4 **Software Releases.** Motorola may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Motorola so elects, major Enhancements. Motorola reserves the right to require additional license fees for major Enhancements. Motorola shall provide Customer with one copy of each new Release, without additional charge. Motorola shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Motorola's current Fee Schedule.
- 3.5 **Enhancements.** Motorola shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Motorola and Customer.

Section 4: Services Not Covered by this Support Agreement

The services identified in this section are NOT covered by this Support Agreement. Motorola strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Motorola products. Motorola may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 **Third Party Products.** Motorola will not provide support for any third party products, including hardware, or support for hardware failure due to the use of any third party products. Motorola may in its discretion provide first-line support for Third Party Software distributed by Motorola; if not, Motorola will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 **Customized Interfaces and Software.** Motorola's standard support does not include support for any custom interfaces or other customized Software developed by Motorola or any third party for Customer. Support and maintenance services for customized Software are subject to an additional support fee, if agreed in writing between the parties. Such support and maintenance services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable third party software. Custom interfaces and support therefore are specific to the designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Motorola to modify the custom interface to work with the new version of the third party software or system. Motorola's support fees may also differ for the new version of the custom interface.
- 4.3 **Network Failures.** Motorola will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.4 **Data Recovery.** Motorola's standard support does not include restoration and/or recovery of data files and/or the operating system. Motorola will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.
- 4.5 **Unauthorized Use.** Motorola will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Motorola to Customer for use in connection with the Software. Any assistance provided by Motorola in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Motorola's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.

- 4.6 **Database Modifications.** Motorola will not provide support for any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.7 **Misuse or Damage.** Motorola will not provide support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Motorola, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or Third Party Software or hardware malfunction.
- 4.8 **Operating System.** Motorola is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 **Onsite Visits.** Onsite service visits to Customer's facility by Motorola are subject to additional charges, as set forth in Section 7.5.
- 4.10 **Printers.** Motorola is not responsible for supporting printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Motorola.

Section 5: Obligations of Customer

- 5.1 **Software Connectivity.** Customer must maintain and provide, at no cost to Motorola, a CJIS-approved broadband internet connection to the server used with the Software, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling Motorola support personnel to connect to and provide assistance with the server used with the Software. Third party connectivity tools, such as client VPN software, which must be installed on Motorola equipment, cannot be required by Customer.
- 5.2 **Customer Representative During Onsite Visits.** Customer's SAA or another authorized representative of Customer must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Motorola representative arrives onsite, the Motorola representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for Motorola's expenses relating to the visit. If Motorola's on-site support person determines that changes to Customer's system (hardware or software) are required or advisable, it will inform Customer's representative. If such representative is not authorized to make or approve changes to Customer's system, as applicable, Customer will promptly make available such a person.
- 5.3 **English Language.** All communications between Customer and Motorola must be in the English language.
- 5.4 **SAA Assignment.** Customer is responsible for providing one or more qualified Motorola Application Administrators as described in Section 6 hereof. At least one authorized representative, identified to Motorola by Customer in writing with contact information, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Motorola.
- 5.5 **Security.** Customer is responsible for providing all network and server security.

- 5.6 **Error Information.** Customer must provide Motorola with information sufficient for Motorola to duplicate the circumstances under which an Error in the Software became apparent.
- 5.7 **CJIS Compliance.** Customer is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Motorola will reasonably cooperate with Customer in connection therewith.

Section 6: SAA and Support Contact Requirements

- 6.1 **Certification.** Customer's designated SAA must be certified by Motorola within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated SAA must meet the following requirements in order to certify at the basic level:
- 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:
 - i. System Introduction – Inquiry,
 - ii. System Introduction – Data Entry & Modification,
 - iii. Basic System Administration, and
 - iv. General training applicable to the Software used by Customer.
 - 6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.
- 6.2 **SAA Training Costs.** Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.
- 6.3 **SAA and Support Contact Information.** Contact information for Customer's SAA(s) and other authorized support contacts must be provided by Customer to Motorola's Technical Services department. Any changes to Customer's SAA and support contacts names and contact information must be promptly provided to Motorola's support department.
- 6.4 **Qualifications.** Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Motorola, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

- 7.1 **Support Fees.** During the Initial Support Term, support services are included as part of the initial purchase price paid by Customer. Thereafter, Customer shall pay Motorola the applicable support fees or Motorola support invoice, and any other charges or fees described herein. Motorola reserves the right to change its support fee, effective upon no less than 90 days written notice to Customer prior to the end of the current annual period.
- 7.2 **Support Fee Invoices.** Motorola shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which those charges and expenses accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.
- 7.3 **Equipment Fees.** Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Software.

- 7.4 **After-Hours Charges.** Customer agrees to pay additional charges according to the Motorola Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 **Onsite Support** If Customer requests onsite support services, Customer shall reimburse Motorola for all labor, travel, and related expenses incurred by Motorola in providing such support services.
- 7.6 **Additional Fees.** Additional support fees may be required by Motorola if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 1 of Exhibit F, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred. Additionally, Motorola may adjust support fees based on changes in (1) additional licenses or modules purchased by Customer, (2) Customer's hardware, (3) the Coverage Hours selected by Customer, or (4) Customer's violation of the restrictions set forth in Section 4.5 hereof.
- 7.6.1 **Inflation Adjustment.** At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 8: Termination

- 8.1 **Automatic Termination.** This Support Agreement shall automatically terminate immediately upon termination of the Software License in Exhibit A for any reason.
- 8.2 **Termination by a Party.** Either party may terminate this Support Agreement as follows:
- 8.2.1 If either Motorola or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Agreement at the end of such Support Term; or
- 8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.
- 8.3 **Final Invoicing upon Termination.** Following termination of this Support Agreement, Motorola shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

- 9.1 **Incorporation of Additional Terms.** The terms of Section 3.5 (Motorola Software); Section 3.6, (Non-Motorola Software); Section 10.9 (Disclaimer of Other Warranties); Section 12 (Disputes);

Section 15 (Limitation of Liability); Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17 are hereby incorporated into this Agreement by reference.

Exhibit E
SYSTEM ACCEPTANCE CERTIFICATE
Public Safety Applications

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that the System is accepted.

Customer Representative

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Representative

Signature: _____

Print Name: _____

Title: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Representative

Signature: _____

Print Name: _____

Title: _____

Date: _____



The City of Durant

Durant Industrial Authority

Memorandum

Date: 7/7/2020
To: Mayor and City Council
From: Lisa Taylor, Economic Development Director
Re: Consider Approval of Resolution 2020-29 to Rename Sections of Old Highway 70

This resolution will adopt new street names for sections formerly known as Highway 70.

Council Information / Action Requested

Staff recommends City Council approval of Resolution

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

Affected businesses and residents will be notified of the change in writing.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 2020-29	Cover Memo	7/8/2020

RESOLUTION #2020-29

A RESOLUTION TO APPROVE THE RENAMING OF OLD SECTIONS OF HIGHWAY 70

WHEREAS, the Highway 70 Bypass was constructed around the City of Durant leaving former sections of Highway 70 with variations of the name; and

WHEREAS, there has been confusion with regard to addresses for businesses and residences located along old sections of Highway 70; and

WHEREAS, the businesses and residences located along old sections of Highway 70 are in need of addresses conforming to 911 standards; and

BE IT FURTHER RESOLVED that the section of Old Highway 70 between First Street and the Highway 70 Bypass shall be named Magnolia Street; and the section of Old Highway 70 between McClean Road and the Highway 70 Bypass shall be named East Main Street, effective November 1, 2020.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant, Oklahoma, this 14th day of July, 2020.

ODEN GRUBE, MAYOR
CITY OF DURANT, OKLAHOMA

ATTEST:



The City of Durant

Human Resources Department

Memorandum

Date: 7/7/2020
To: Mayor and City Council
From: Administration
Re: Consider, Discuss and Approve Collective Bargaining Agreement FY 2020-21 between the City of Durant and IAFF Local 3061 or Take Any Other Appropriate Action

Changes made:

Article 18.

Section 3. (a.)- Negotiations will be reopened if the general employees receive an across the board cost of living increase. Implementation of a compensation plan that results in positions obtaining a wage adjustment does not qualify as a cost of living increase.

Section 4.- Pay for working out of class. Any Driver, Lieutenant, or Captain who works out of their regular designated pay classification in a higher pay classification for more than ten (hours) shall receive twenty dollars (\$20.00) for that shift.

Pay Scale- Scale adjustment for Step 6 of Lieutenant, Captain, and Crew Chief to comply with the 5% separation for promotion in Article 26.

Council Information / Action Requested

Approve Collective Bargaining Agreement FY 2020-21 between the City of Durant and IAFF Local 3061 effective 7/01/2020.

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

ATTACHMENTS:

Description	Type	Upload Date
Durant IAFF Contract FY 20-21	Cover Memo	7/7/2020

AGREEMENT BETWEEN

CITY OF DURANT, OKLAHOMA, EMPLOYER

AND

LOCAL 3061, INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS, UNION

AFL-CIO/CLC, BARGAINING AGENT

FISCAL YEAR 2020 - 2021

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ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF DURANT, OKLAHOMA, hereinafter referred to as EMPLOYER, and LOCAL NO. 3061, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO/CLC, hereinafter referred to as UNION, to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this agreement.

ARTICLE 2 AUTHORITY AND TERM

Section 1. The Employer and the Union have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the Employer and the Union.

Section 2. This Agreement shall become effective on July 1, 2020, and shall have a one-year term, through June 30, 2021.

Section 3. Whenever wages, rate of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to the last day on which monies can be appropriated by the Employer to cover the Agreement period which is the subject of the collective bargaining procedure.

Section 4. It shall be the obligation of the Employer and the Union to meet at a reasonable time and confer in good faith with representatives of the Union or the Employer requesting a meeting for purpose of collective bargaining.

Section 5. In the event the Union and the Employer are unable, within thirty (30) business days from and including the date of the first meeting, to reach an agreement, any and all unresolved issues may be submitted to arbitration at the request of either party.

ARTICLE 3 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all permanent firefighters of the Fire Department, except the Fire Chief and one designated Administrative Assistant.

Title II Article LI Sec. 51-102-1. Definition of a Firefighter:

“Fire fighters and police officers” shall mean the permanent paid members of any fire department or police department in any municipality within the State of Oklahoma but shall not include the chief of police and an administrative assistant and the chief of the fire department and an administrative assistant. The administrative assistant shall be that person so designated by the chief of the police department. “Police officers” as used herein shall be those persons as defined in Section 11-50-101 of this title.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 1. The Union or any employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Union President or his designated representative may report an impending grievance to the Fire Chief in an effort to forestall its occurrence; however the timeframes for filing a grievance under Section 1 shall only be waived or delayed through an agreement in writing between the parties.

Section 3. Any controversy between the Employer and the Union or any employee concerning the interpretation, enforcement or application of any provision of this Agreement and/or concerning any of the terms or conditions of employment contained in this Agreement, including discipline and discharge, shall be adjusted in the following manner.

- 3.A. The grievance shall be discussed by the employee(s) involved with the Chief or his designated representative. Said employee's Union President or his designated representative may be present at said discussion. The answer to the grievance shall be orally submitted by the Chief or his designated representative within ten (10) business days to the employee(s) involved and to the Union President.

- 3.B. If the grievance is not settled by the provisions of Section 3A, it shall be submitted in writing to the Union Grievance Committee. Within five (5) business days from the oral answer rendered by the Chief or his designated representative, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.
- 3.B.(1) If the Union Grievance Committee finds a grievance does exist, the Committee shall submit the grievance in writing to the Fire Chief for adjustment within seven (7) business days of the Chief's oral grievance response.
- 3.B.(2) If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- 3.C. The Fire Chief shall submit his answer in writing to the employee(s) involved and to the Union Grievance Committee within five (5) business days after receipt of the written grievance, (if any). If the grievance is not settled by the Chief's written grievance response, the grievance shall be sent in writing to the City Manager for an answer within five (5) business days after the date of the Chief's written response.
- 3.D. The City Manager shall submit his answer to the grievance in writing to the Fire Chief, the employee(s) involved, and the Union Grievance Committee within five (5) business days after receipt of the Union Grievance Committee's written grievance. If the Union Grievance Committee determines the City Manager's response has not resolved the grievance, the Union shall, within five (5) business days of the City Manager's response, provide written notice of intent to submit the grievance dispute to grievance arbitration for adjustment as follows:
- 3.D.(1) The parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service within five (5) business days from the date of the Union's notice to arbitrate the issue.
- 3.D.(2) Within ten (10) business days from the receipt of such list, a representative of the Union and Employer shall meet and alternately strike arbitrator names until the last arbitrator's name remains. That arbitrator shall be selected as the impartial arbitrator. Employer shall strike the first name.
- 3.D.(3) The parties shall provide notice to the FMCS of the arbitrator's selection within five (5) business days of the above arbitrator

selection process and a hearing shall be requested to be held within no more than sixty (60) days from the FMCS notice.

- 3.D.(4) Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed, emailed or delivered to the Union and the Employer.
- 3.D.(5) With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- 3.D.(6) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
- 3.D.(7) The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party requesting the transcript shall pay for it or the parties may agree to share in the costs and both receive a copy of the transcript.

Section 4. All time limits set forth in this Article may be extended in writing by mutual consent, but if not so extended, they must be strictly observed. Unless the time limits are mutually extended by the parties, in the event the Union misses a time limit then the matter shall be considered settled/closed, if the City misses a time limit the grievance shall be considered denied and if appropriate be advanced to the next step.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any Court or other appeal forum.

Section 6. In the event the City should find it necessary to file a grievance against the Union, then the City shall present the grievance to the President of the Union, or his designee, in writing. The Union shall respond in writing within ten (10) business days of receipt. If the grievance is not settled by the Union's response, the City may proceed to Step 3 D. (Except City and Union roles shall reverse.)

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities and the powers or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitations within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties contained in the ordinances and regulations promulgated by the City of Durant. These rights include, but are not limited to:

- 2.A. The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;
- 2.B. The right to assign working hours, including overtime;
- 2.C. The right to establish, modify or change work schedules, manning of shifts, assignments, etc.;
- 2.D. The right to direct the members of the Fire Department, including the right to hire, terminate, suspend, demote, promote, transfer or take any other disciplinary action against employees of the Fire Department for just cause;
- 2.E. The determination of the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department, and the determination of job classification, ranks and positions based upon duties assigned;
- 2.F. The determination of safety, health and property protection measures for the Fire Department;
- 2.G. The allocation and assignment of work to all members within the Fire Department;
- 2.H. The sole judge to the qualifications of applicants and training of employees;
- 2.I. The scheduling of operations and the determination of the number and duration of hours of assigned duty per working period;
- 2.J. The establishment and enforcement of Fire Department rules, regulations, and orders;

- 2.K. The introduction of new, improved or different methods and techniques of operation of the Fire Department or changes in existing methods and techniques;
- 2.L. The determination of the amount of supervision necessary;
- 2.M. The control of the departmental budget;
- 2.N. The right to take whatever actions may be necessary to carry out the mission of the City in situations of emergency;
- 2.O. The right to relieve employees from duties because of lack of work, funds, or other legitimate reasons;
- 2.P. Organization of City government;
- 2.Q. Other matters as covered by the Personnel Manual that are not in conflict with provisions of this Agreement.

ARTICLE 6 PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the fire department currently in effect on the effective date of any negotiated agreement shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.

ARTICLE 7 PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e., strikes, work slowdowns, mass absenteeism, or being a party to such activities.

Section 2. Upon notification confirmed in writing by the Employer to the Union that certain of its members are engaged in a job action, the Union shall immediately, in writing, order such members to cease the job action and return to work at once and provide the Employer with a copy of such an order. Additionally, a responsible official of the Union shall publicly order all employees participating in a job action to cease such action.

Section 3. Nothing contained in this Article shall be construed to limit, impair, or affect the right of the Union or any other member of the bargaining unit to the express or communication of a view, grievance, complaint or opinion on any matter related to conditions or compensation of employment, or their betterment so long as the same does not interfere with the full, faithful, and proper performance of duties of employment.

ARTICLE 8 PERSONNEL FILES

Section 1. A copy of all personnel records for a Fire Fighter concerning an investigation, complaint, reprimand, counseling sessions for violations of any rule, regulation, or policy within the City or Department or any other information or documentation which might be considered as being detrimental to the Fire Fighter's position advancement or future With the Department shall be furnished to the employee within three (3) days from the date of such action.

Section 2. A Fire Fighter shall be allowed to review his personnel file under supervision at any reasonable time upon written request to the Fire Chief.

ARTICLE 9 SENIORITY

Section 1. Seniority shall be defined as the length of service in the Fire Department of an employee calculated from the most recent date of his employment. If two or more employees began employment on the same date, then their seniority shall be determined by the composite score when hired.

Section 2. Article 38 provides a summary of job descriptions, responsibilities, duties and requirements for all positions within the bargaining unit. Any changes in the job descriptions will be by mutual Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidations, merger or annexation, transfer or assignment of either

party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

ARTICLE 11

REGULAR AND SPECIAL MEETINGS

Section 1. The Union will be permitted to hold one regular monthly meeting and three special meetings each fiscal year on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meeting, said approval shall not be unreasonably denied.

Section 2. The Union and the Employer agree that bargaining unit members on duty at the sub-stations shall be allowed to attend all regular and special Union meetings.

Section 3. All regular and special meetings shall be set for 5:00 p.m. or later, and shall end by or prior to 10:00 p.m.

ARTICLE 12 DUES CHECK OFF

Section 1. The Employer agrees to deduct, each month, Union dues in an amount certified to be correct by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that deductions be made; and such deductions shall continue until the employee requests in writing that deductions cease. All deductions will be for the month in which they are taken.

Section 2. The Employer shall remit, each month, the total amount of deductions to the Secretary-Treasurer of the Union. The Union shall pay the Employer a reasonable bookkeeping fee each month of five percent (5%) of the total amount of deductions.

Section 3. As to the deductions for dues the Union agrees: to be responsible for refunding any deductions which are refundable when an employee terminates or resigns; to be responsible for making a proper adjustment with the employee affected if the Employer makes an error or improper deduction; to indemnify, defend and hold the Employer harmless as to claims made, or suits instituted, against the Employer on account of payroll deductions for Union dues.

ARTICLE 13 BULLETIN BOARDS

Section 1. The Employer shall allow the Union to maintain a bulletin board at the Durant Central Fire Station not to exceed 48" x 48" in size. This board shall be used only for the following materials:

- 1.A. Union meetings;
- 1.B. Union elections;
- 1.C. Recreational and social affairs;
- 1.D. Reports of Union committees;
- 1.E. International Association of Fire Fighters and State Association notices;
- 1.F. Legislative enactments and judicial decisions affecting employees;
- 1.G. Minutes of Union meetings which do not violate the provisions of the following paragraph.

Section 2. Materials shall not contain anything reflecting upon the Employer or any of its employees.

ARTICLE 14 SAFETY AND HEALTH COMMITTEE

Section 1. The Union agrees to appoint two (2) members and the Employer agrees to appoint two (2) members to comprise the Joint Safety and Health Committee. The Union and the Employer agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure of any information, results or surveys and/or studies, new forms, procedures, materials, equipment and any new concept in safety and health applicable to the Joint Safety and Health Committee.

Section 2. The Joint Safety and Health Committee shall meet quarterly and at such other times as deemed necessary by the Fire Chief and the Union.

Section 3. Committee members shall also be granted time off with pay to conduct investigations of safety and health problems with permission of the Fire Chief.

Section 4. All recommendations and reports from the Joint Safety and Health Committee shall be in writing and copies submitted to the Employer and Union.

ARTICLE 15 TRAINING POLICY

Section 1. Training will be conducted primarily on Tuesdays, Wednesdays and Thursdays at a minimum to consist of: one (1) hour of map study on streets, hydrants and addresses; two (2) hours on subject matter of the month, including practical factors training; and one (1) hour of physical fitness program. A committee to set the training policy will consist of the Executive Board and two (2) members appointed by the Employer.

Section 2. Apparatus and streets tests will only be given to those with less than three (3) years service, except and unless there is an unusual, observed or notified potential safety or operational issue. For those with more than three (3) years service, the Fire Chief, with input and or discussion with the Union President or designee(s) of the Executive Board, shall determine the appropriate additional and/or remedial training. In such cases, the reasons for such training shall be able to be articulated to the employee and/or Union upon inquiry and such reasons shall not be arbitrary, capricious or discriminatory. All other activities will continue after training has been completed.

ARTICLE 16 UNION BUSINESS

Section 1. It is understood that Union business shall not be conducted on the Employer's premises during regular working hours except to investigate grievances, attend negotiation meetings and/or Labor/Management meetings. The above activities will be permitted provided there are not uncompleted duties or work and provided it does not interfere with the operations of the Fire Department.

Section 2. The Union shall be granted time not to exceed four (4) shifts with pay per year to perform Union functions, including attendance at conventions, conferences and seminars. Two additional shifts shall be granted for the IAFF Convention to be held in August of each year. This time shall not interfere with the normal operations of the Fire Department.

ARTICLE 17 UNIFORMS

Section 1. The Employer shall provide bunker gear, station uniforms and safety clothing to members of the bargaining unit at no cost to the employee and bunker gear and safety clothing shall meet NFPA standards as approved by the Safety and Health Committee. Station uniforms provided by the Employer at no cost to the employee shall be 100% cotton or other material as approved by the Safety and Health Committee.

Section 2. The Employer will additionally provide shorts and t-shirts to each member of the bargaining unit. These may be worn after 5:00 p.m. Monday through Friday and on weekends. An allowance for footwear has been included in wages and shall be provided by the employee.

Section 3. The City and the bargaining unit are in agreement that, as budgetary resources are specifically made available/appropriated by action of the City Manager and City Council, Class A Uniforms are desired to be added to the clothing provided by the City to Employees.

Section 4. The Chief or his designee shall provide replacement clothing items when current bunker gear, pants, shorts or shirts are torn or damaged through normal wear and tear and/or job duties. Additionally, these same replacement clothing items shall be made available to the employee when clothing items become worn to the point that discoloration or department standards are not being maintained as determined by the Chief or his designee.

ARTICLE 18 WAGE ADJUSTMENT

Section 1. The Employer agrees to pay 0.7% longevity of completed years of service, with a cap of twenty (20) years for all bargaining unit members as of July 1, 1999.

Section 2. Incentive and Bonus Pay – A schedule listing for incentive and bonus pay is listed in Article 19.

Section 3. Wages are identified on the Wage Table (Appendix B).

3 a. For FY 2020-21 the parties agree, Article 18- Wages may be reopened for negotiations if the general employees receive an across the board cost of living increase. It is understood the City implementing a new pay plan system/structure for general employees which may result in positions obtaining a wage adjustment does not qualify as a cost of living increase.

Section 4. Working out of Classification - Any Driver, Lieutenant, or Captain who works out of their regular designated pay classification in a higher pay classification shall receive twenty dollars (\$20.00) for that shift after completing more than ten (10) hours out of class work in said shift.

ARTICLE 19 INCENTIVE AND EDUCATION PAY AND OTHER ALLOWANCES

Section 1. The Fire Marshal shall receive a cell phone allowance of \$35 per month.

Section 2. Eligible members of the Bargaining Unit shall receive incentive pay and education pay as benchmarks are met in accordance with the following schedule:

City of Durant and Firefighters Local 3061 Incentive and Education Pay for Benchmarks Met and Other Allowances One Year Contract

Monthly Incentive Pay	<u>FY 2018-19</u>
¹ Instructor Level 1 *	50
¹ Instructor Level 2 *	50
Arson Investigation	50
¹ Fire Officer 1 *	50
¹ Fire Officer 2 *	50
HazMat Tech	50
² NFA Leadership I, II, III: Strategies for Company Success	50
Confined Space Operations	50
Confined Space Technician	50
Structural Collapse Operations	50
Structural Collapse Technician	50
Swiftwater Rescue Technician	50
Swiftwater Rescue Operations	50
Trench Rescue Technician	50
Trench Rescue Operations	50
Vehicle Rescue Technician	50
Vehicle Rescue Operations	50

INCENTIVE PAY CAP	350 /month**
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Monthly Education Pay	
EMT Basic	100
EMT Intermediate	125
EMT Paramedic	200
³ Associate or 62 hrs ***	25
³ BS or BA ***	50
³ Fire Service Degree (BS) ***	75

Other Allowances	
Fire Marshal Cell Phone Allowance	\$35/month

- ¹ Incentive pay for these training incentives limited to the first six Fire Department bargaining unit members per year to be certified, who have been authorized for this training by the Fire Chief.
- ² All three NFA Leadership classes must be completed in order to earn \$50/month.
- ³ Education bonus pay shall be paid for highest level of education achieved only.
- ⁴ Effective FY 2011-12 (*Memorandum of Understanding 2011-12-1 approved by the City Council*), the following shall apply to the Fire Marshal position. The Fire Marshal shall ONLY receive incentive pay for Cleet Certification. Additionally, the Fire Marshal position shall be the only member of the bargaining unit eligible for incentive pay for Cleet Certification. Bonus pay will be granted to the Fire Marshal in the amounts stated above for Associates, BS, BA, BS in Fire Service, Advanced Arson Investigation, EMT Basic or Intermediate/Advanced, or EMT Paramedic. The Fire Marshal shall be the only member of the bargaining unit eligible for bonus pay for Advanced Arson Investigation. Advanced Arson Investigation course curriculum to be approved by the Fire Chief prior to enrollment.

Note: Incentive pay for categories without an asterisk (*) are not limited in number, but scheduling of training for Fire Department bargaining unit members shall be

approved by the Fire Chief to maintain constant manning and in accordance with the training priorities of the department. Maximum monthly incentive pay shall be \$350.

Section 3. In the event an employee receives discipline which results in time-off without pay, Incentive and Education pay shall be prorated by the number of shifts not worked within the month not worked. If the time-off occurs following the payment of Incentive and Education pay the following months payment shall be adjusted.

ARTICLE 20 SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices of this Agreement shall be numbered, dated and signed by the Employer and the Union and shall be subject to the provisions of this Agreement unless the terms of said Appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that all time limits found in this Agreement may be extended by mutual concurrence, but if not extended, they must be strictly adhered to.

ARTICLE 21 CALLBACK

Section 1. All members of the bargaining unit will be paid overtime and callback for emergencies, and will be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay in accordance with FLSA regulations. Voluntary overtime for constant manning will be paid at one and one-half (1 ½) times their regular hourly rate.

Section 2. Required off-duty training of Fire Department meetings will be paid at one and one-half (1 ½) times their regular hourly rate of pay in accordance with FLSA regulations.

Section 3. Department personnel assigned to "on-call status" shall be compensated at the rate of one and one-half (1 ½) times his time worked, for a minimum of two (2) hours if called back. Compensation shall be paid in accordance with FLSA regulations.

ARTICLE 22 INSURANCE

Section 1. It is agreed that members of the bargaining unit will, at all times, receive coverage and benefits under the City of Durant health insurance program equal to the coverage and benefits provided other City employees.

ARTICLE 23

CONSTANT MANNING

Section 1. Constant manning levels will be maintained on each shift at all times when more than three (3) members of the bargaining unit are off due to holiday, vacation, training leave, sick leave, and/or other approved leave.

Section 2. A voluntary constant manning list will be used to call from when manning drops below the eight (8) fire fighters per shift.

Section 3. Constant manning pay will be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay.

Section 4. These rules and regulations will be followed when using constant manning list to call in personnel.

The first person eligible to work whose name is on the voluntary constant manning list is to be notified by phone or other City approved notification system and asked to come in for call back time. If that person does not notify the Fire Department within five minutes and confirm that he/she is in route, they will be dropped to the bottom of the list and the next person will be notified. The first person who is contacted by the department will be required to standby to work in the event that no one on the list wishes to work. Anyone who is on vacation, holiday or any other scheduled department leave will be eligible to work, but will not be dropped for failure to work or for not responding to the notification. Definition for eligibility to work shall be defined as any person who is on the voluntary constant manning list and is not on duty that day.

ARTICLE 24

WORKING ON PERSONAL PROPERTY

Section 1. The Employer and the Union agree that members will not pull vehicles (cars, trucks), boats, or trailers inside the fire station. It is also agreed that bargaining unit members shall not use hand tools owned by the City to work on personal property.

ARTICLE 25

PURCHASING COMMITTEE

Section 1. On the effective date of this Agreement the Union will notify the Fire Chief of their selection of representatives to participate in a five-member Purchasing Committee, which will include three (3) members selected by the bargaining unit and two (2) members selected by the Fire Chief. The Committee is to study, advise, and make recommendations for the purchase of any new firefighting equipment.

ARTICLE 26

PROMOTIONAL POLICY

Section 1. Promotional qualifications for each position in the bargaining unit are as follows:

1.A. <u>Rank</u>	<u>Certification Required</u>
Firefighter	Firefighter I & II Certification required before end of probationary period
Driver	Successful completion of Apparatus Operation Driving Course
Lieutenant	Instructor I & Fire Officer I
Captain	Instructor Level II or Public Information Officer & Fire Officer II & Arson Investigation (minimum 40hrs)
Battalion Chief	All the above.

Note: To promote to the next higher rank, candidate must have satisfied all preceding prerequisites. For rank of Captain, an option is given between Instructor Level II or Public Information Officer. Fire Officer II & Arson Investigation is required. As of the approval date of the FY 2013-2016 contract, officers currently holding the position of Battalion Chief are exempt from the requirements stated above.

- 1.B. All promotional requirements for Lieutenant, Captain, and Battalion Chief positions shall be based on completion of the certification for the rank as administered by the Oklahoma State University Fire Training Service or other nationally accredited fire service program approved by the Fire Chief. Up to one year from date of appointment will be allowed to complete required certifications. If certifications are not completed by the end of one year, that member will drop back to the previous rank and the next senior member with time in rank will be promoted. Upon Promotion to one of these ranks, there shall be an increase in salary to the promoted individual of not less than 5%.
- 1.C. In the event OSU required courses are not available for candidate to take within one year of appointment to new rank, candidates will be allowed to complete required courses as they become available. If candidate is unable to enroll in courses due to capacity limitations or course is cancelled because of lack of students, candidate will be allowed to retain position until courses become available.

Section 2. No fire fighters having exercised his right to decline a promotion prior to the approval date of this contract shall be penalized for that decision in the next available

promotion offered him. Seniority for promotion with the above-described exception shall be determined by continuous time in rank. The individual having the longest continuous time in the highest rank shall have seniority over those having discontinuous, nonconcurrent, or lower ranking positions.

ARTICLE 27 WORK SCHEDULE

Section 1. All members of the bargaining unit who work 24-hour shifts shall be scheduled to work nine (9) shifts each 27-day pay period. Each member of the bargaining unit shall be paid one-half ($\frac{1}{2}$) hour over time for all hours actually worked greater than two hundred four (204) hours, up to two hundred sixteen (216) hours per pay period. All hours actually worked in excess of two hundred sixteen (216) hours shall be paid at one and one-half ($1\frac{1}{2}$) times their regular rate of pay for each hour worked. All overtime shall be in compliance with the Fair Labor Standards Act.

The Fire Marshal position shall retain exempt status as defined by the Fair Labor Standards Act for administrative personnel. The regular work schedule for the Fire Marshal shall be Monday through Friday, 8:00am to 5:00pm with a one-hour lunch in order to best serve the needs of the community. The Fire Marshal shall conduct investigations and/or other departmental activity outside the above mentioned work schedule as necessary or as directed by the Fire Chief.

ARTICLE 28 COMPENSATORY TIME

Section 1. All compensatory time shall be in accordance with the Fair Labor Standards Act as administered by the U.S. Department of Labor.

ARTICLE 29 HOLIDAYS

Section 1. Bargaining unit members shall receive twelve (12) paid holidays during each year of service to the Fire Department.

ARTICLE 30 SICK LEAVE

Section 1. On January 1st of each year the Employer agrees that all bargaining unit members shall receive two hundred sixteen (216) hours of banked sick leave for use during the calendar year, with the exception of the Fire Marshal who shall accrue sick leave at a rate of eighty (80) hours per year.

Section 2. Bargaining unit members shall be allowed to carry over or accumulate unused sick leave from year to year. The maximum carry over or accumulation allowed at year end, December 31st, shall be eight hundred (800) hours for the Fire Marshal, and two thousand, one hundred sixty (2,160) hours for all other members of the bargaining unit.

Section 3. The Employer agrees to buy all accumulated leave in excess of eight hundred (800) hours for the Fire Marshal, and two thousand, one hundred sixty (2,160) hours for all other members, as recorded on December 31st at a rate of one (1) hour pay for every three (3) hours of excess accumulated sick leave. The Employer shall pay bargaining unit members for excess sick leave on the pay period following on the 1st day of January.

Section 4. The Employer agrees to buy back sick leave for employees retiring with over twenty (20) years of service at the rate of one (1) hour of buy-back credit for each five (5) hours of accumulated sick leave [four hundred and eighty (480) hours or two (2) months pay possible].

Section 5. The Fire Marshal shall accrue sick leave at a rate of 80 hours per year. Any unused sick leave accumulated over 800 hours shall be converted to pay at a rate of three (3) hours of sick leave for one (1) hour of pay at the employee's current rate.

ARTICLE 31 VACATION LEAVE

Sections 1 and 2 of this Article shall apply to all bargaining unit members with the exception of the Fire Marshal. Section 3 of this Article shall address vacation leave for the Fire Marshal.

Section 1. The parties agree that bargaining unit employees shall be granted the following shifts and hours of vacation leave with pay each complete year in which they have been in municipal service:

Bargaining Unit Employees' Years of Service	Each complete year in municipal service shall	
	...receive Shifts	... receive hours of Vacation Leave with pay
New Employee	--	<i>Not eligible to take earned vacation time off until completion of 9 months' service</i>
Less than 10 years	9	216 hours
More than 10 years (<i>but less than 15 years</i>)	12	288 hours
Over 15 years	15	360 hours

Section 2. Vacation leave shall not accrue to more than sixty (60) days.

Section 3. The Fire Marshal shall receive vacation leave with pay each complete year in which he or she has been in service:

Fire Marshal's Municipal Years of Service	Each complete year in service shall	
	... receive hours of Vacation Leave with pay	
New Employee	<i>Not eligible to take earned vacation time off until completion of 9 months' service</i>	
Less than 10 years	80 hours	
More than 10 years (<i>but less than 15 years</i>)	120 hours	
Over 15 years	160 hours	

Section 4. Guidelines for all employee vacation leave are as follows:

- 4.A. Earned vacation leave shall accrue bi-weekly; however, new employees shall not be eligible to take earned vacation time off until after completion of nine (9) months' service.
- 4.B. Vacation leave shall not accrue to more than 480 hours (60 days)
- 4.C. The Fire Chief shall approve all vacation requests, provided that operating requirements of the Fire Department are met.

Section 5. As soon as possible after January 1st of each year, the department head of each department shall post a sign-up sheet for employees to schedule their vacation for the calendar year. The department head shall approve all vacation requests, provided that operating requirements of the Employer are met. In case of conflict where two (2) or more employees desire to schedule vacations at the same time and not all requests can be granted, the employee with the most seniority shall have priority.

Section 6. An authorized Employer holiday shall not constitute a vacation day and whenever an authorized holiday falls within an employee's vacation, he will be entitled to one additional day off.

Section 7. Bargaining unit members shall be allowed to schedule vacation leave at their discretion subject to the above requirements and that leave be taken in twenty-four (24) hour increments or one (1) shift up to a maximum of seven (7) shifts at any one time.

Section 8. When minimum staffing requirements are exceeded, a member of the bargaining unit will be able to take vacation leave in one (1) hour increments (2 hours minimum) with the approval of officer in charge.

ARTICLE 32 WORKERS' COMPENSATION

Section 1. Members of the bargaining unit shall be entitled to the same workers' compensation program as other City employees. In the event that the Employer establishes a Certified Workplace Plan for Workers' Compensation for City employees, all members of the Fire Department bargaining unit shall be included in this plan. The bargaining unit shall have the right to approve the provider network before implementation of this section.

ARTICLE 33

PROBATIONARY PERIOD FOR FIRE FIGHTERS

Section 1. Probationary employees are employees working toward regular status and will become a regular classified employee at the end of one (1) year unless terminated on receiving an unfavorable recommendation by the Fire Chief. Probationary employees shall not move above the rank of fire fighter. This period should be used to observe and evaluate new employees. The probationary fire fighter shall receive an evaluation every three (3) months for the duration of his or her probationary period. This evaluation will be documented and placed on file.

Section 2. During the probationary period, the Fire Chief may remove a probationary employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit his continuance in the service. No appeal right shall be allowed, and the terminated probationary employee will not be eligible for rehire. A probationary employee is excluded from the bargaining unit for one (1) year, until the employee is given regular status.

Section 3. At the end of one (1) year, the employee shall be given regular status. The employee will be eligible for a step increase at the end of twelve (12) months.

ARTICLE 34

DRESS CODE

Section 1. The parties agree that in line with law under OSHA Standards, Employees must not have facial hair or haircuts in general that would allow hair grooming and growth that “interferes with the use of SCBA”. Employees shall be allowed to have short haircut styles, mustaches, sideburns and small goatees that are trimmed in such a manner so that no hair interferes with the sealing surface of a SCBA respirator when in use. The parties agree the objective of this requirement is that trimmed hair shall present no hazard and does not violate OSHA standards.

Section 2. Body puncture/jewelry and non-offensive tattoos are allowed by the DFD so long as the body puncture/jewelry is not visible outside of clothing and the tattoos are not on an Employee’s face or upper neck. Further, if the Chief or designee unilaterally determine that a tattoo does not generally meet DFD management’s determination of being “non-offensive,” the employee will be required to keep the tattoo covered with a sleeve and/or have the tattoo removed/modified at the choice of the employee. (However, the sleeve order would remain in effect unless and until removal/modification is completed by the employee). The Fire Chief or designee while determining if a tattoo meets management’s determination of being “non-offensive” will seek input or have discussion with the Union President or designee(s) of the Executive Board.

ARTICLE 35 LAUNDRY

Section 1. The members of the bargaining unit agree to do all laundering of linens in the station. Laundry day shall be Monday. The Employer will provide a washer and dryer for the bargaining unit to use.

ARTICLE 36 DRUG TESTING AND ASSISTANCE PROGRAM

Section 1. The City of Durant Drug and Alcohol Free Workplace Policy in effect on the date of this Agreement shall become part of this Agreement as Appendix "A" and be in full force for all employees of the Durant Fire Department with the following modifications.

1.A. If testing is requested upon reasonable cause or suspicion, the employer may require the employee to provide a urine sample, but shall allow a due process type hearing prior to having the sample tested. The hearing shall provide an opportunity for the employee to rebut any evidence of reasonable suspicion. The employee shall have the right to a representative at the hearing.

1.B. **Employee Testing:** The city shall not permit an employee to perform or continue to perform job functions, until an alcohol test is administered and the employee's breath concentration measures less than 0.04 percent.

1.C. **Return to Duty Testing:** An Employee who is not terminated is prohibited from working in a safety sensitive function after a positive drug test result, or an alcohol test result indicating a breath alcohol concentration of 0.04 or more, regardless of when the drug or alcohol was ingested and regardless of whether or not the employee is under the influence of alcohol or drugs, as defined by Federal, State or Local law. Employees are subject to the following return-to-duty guidelines:

Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration of less than 0.04 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved a controlled substance.

ARTICLE 37

EMERGENCY MEDICAL SERVICES

Section 1. The Durant Fire Department provides emergency medical service (EMS) assistance in line with those guidelines established within the EMS procedures of the DFD Rules and Regulations.

Section 2. Medical assist responses will be made to those emergencies where the life of our citizens are at stake and rapid intervention can make a difference in the outcome and/or calls that due to information given cannot be ruled out as life threatening emergencies.

**ARTICLE 38
JOB DESCRIPTIONS**

City of Durant Fire Department

- 38.1. Fire Marshal
- 38.2 Battalion Chief
- 38.3. Captain
- 38.4. Lieutenant
- 38.5. Driver
- 38.6. Firefighter

38.1. Fire Marshal

(City of Durant Fire Department)

Job Summary

Class specifications are intended to present a descriptive list of the range of duties performed by employee in the class. Specifications are not intended to reflect all duties performed within the job.

Definition

To provide a pro-active fire prevention program to include building inspection, enforcement of applicable codes and ordinances, conducting fire safety classes, and fire investigations.

Supervision Received

The Fire Marshal shall receive direction from the Fire Chief. This position has exempt status under the Fair Labor Standards Act.

Responsibilities and Duties

Essential & Marginal Function Statements

Essential and other important responsibilities and duties may include but are not limited to the following:

1. Perform and coordinate inspections of fire protection systems and equipment; inspection activities for various new construction projects; inspection of businesses prior to issuance of business Certificate of Occupancy; prepare a variety of reports as required.
2. Review and evaluate construction plans for various buildings, architectural plans, and fire protection systems to ensure compliance with applicable fire codes and regulations.
3. Address compliance issues with Federal, State and local codes applicable to fire safety; recommend policies, procedures and ordinance revisions as necessary.
4. Verify through on-site inspections that required facilities have prepared pre-fire plans which meet fire safety standards.
5. Develop and implement procedural methods and practices for reviewing plans, conducting inspections, investigating incidents and related activities as required.
6. Conduct fire and arson investigations to determine the origin and cause of fire incidents that cannot be determined or of incendiary nature. Follow proper chain-of-custody procedures for evidence collection and participate in prosecution activities as required.
7. Conduct interviews with bystanders and personnel at fire scenes; document fire scenes with photographs, sketches and diagrams.
8. Conduct follow-up investigations as required. Prepare reports on investigation activities performed; assist in the prosecution of violators.
9. Coordinate and maintain a variety of fire safety and prevention programs.

10. Prepare and present educational presentations regarding general fire safety, proper use of fire extinguishers, alarm systems and chemical storage safety precautions.

Job Requirements

Knowledge of

1. Fire Behavior and building construction
2. Fire investigation and documentation
3. Pertinent Federal, State, and local laws codes and regulations including those pertaining to fire prevention.
4. Department policies, rules and regulations.

Ability to

1. Prepare clear and concise operational work records and reports.
2. Properly interpret and enforce applicable laws, regulations and policies.
3. Review and interpret new construction and remodel plans, emergency plans and calculate occupancy loads.
4. Conduct thorough fact-finding investigations and enforce regulations firmly, tactfully and impartially. Communicate clearly and concisely, both orally and in writing.
5. Establish and maintain effective working relationships with those contacted in the course of work.
6. Establish and maintain cooperative working relationships with public safety and emergency service agencies.
7. Properly plan, implement, and evaluate effective fire prevention programs.
8. File, record, and document reports.
9. Maintain effective audio-visual discrimination and perception needed for:
 - 9.A. Making observations
 - 9.B. Communicating with others
 - 9.C. Reading and writing
 - 9.D. Operating assigned equipment and vehicles
 - 9.E. Exercising sound judgment and rational thinking
 - 9.F. Evaluating various options and alternatives, choose an appropriate and reasonable course of action

Other Significant Facts

Work Environment & Physical Requirements

Work is performed in both inside and outside environments. Work may require frequent standing, walking and bending. May be exposed to repetitive motion, vision to monitor, hazardous materials, dangerous machinery and potential physical harm when responding to fire and rescue emergencies. Must have ability to wear SCBA.

Education and Experience

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

Experience

Five years of increasingly responsible fire fighting or investigation experience.

Training

Education equivalent to High School Diploma.

Advanced training in fire fighting and prevention, fire investigation, safety, or related field is desirable.

Licensure or Certification

1. Possession of or ability to obtain, an appropriate, valid Oklahoma driver's license.
2. Possession of or ability to obtain, an appropriate, valid Fire Inspector I Certification within two years.
3. Possession of or ability to obtain, an appropriate, valid CPR Certification and First Responder Certification within two years.
4. Possession of certification in Fire Cause and Determination
5. Possession of or ability to obtain Cleet Certification if requested.

38.2. Battalion Chief (City of Durant Fire Department)

Job Summary

Under the supervision of the Fire Chief, coordinates and supervises all operations of one 24- hour shift including fire prevention, maintenance and inspection of equipment and station, staffing and pre-fire planning.

Responsibilities and Duties

1. Directs all activities of all fire companies on duty in saving of life and property during fires and may assist in performing these activities as necessary.
2. Coordinates training of all men on one 24-hour shift and conducts drills on a monthly basis.
3. Establishes and coordinates standardized operating procedures for department.
4. Responsible for maintenance and upkeep of all fire equipment and fire stations and inspects stations once a week.
5. Performs supervisory duties including performance evaluations, staffing, disciplinary action and execution of personnel policies and procedures.
6. Assists Fire Marshal in developing and coordinating pre-fire planning to establish appropriate firefighting procedures.
7. Establishes and enforces all safety policies and procedures.
8. Oversee purchasing for all supplies and equipment for the general maintenance and operations of the stations.
9. Maintains all departmental records on a daily basis.
10. Maintains continuous public relations.
11. Assists Fire Chief and Deputy Fire Chief in the preparation of the annual budget requests.
12. Calls for mutual aid from other fire departments and directs Durant Fire Department to provide mutual aid to other cities as necessary.
13. Responsible for keeping up with literature, advances in firefighting and fire prevention and actions by other departments in order to evaluate and improve departmental operations and self.
14. Assists with fire prevention activities as necessary.

15. Performs duties of Fire Chief in the absence of the Fire Chief and Deputy Fire Chief.
16. Performs other duties as required.

(Any changes to this job description shall be made only by mutual agreement by the parties.)

Job Requirements

1. Knowledge of fire fighting and rescue techniques.
2. Knowledge of principles of supervision.
3. Knowledge of fire department operations.
4. Knowledge of departmental regulations and other personnel policies and procedures.
5. Knowledge of other City departments and how they relate to the Fire Department.
6. Knowledge of correct safety policies, procedures, and regulations.
7. Knowledge of purchasing policies and procedures.
8. Knowledge of City building, hydrants and private fire fighting facilities.
9. Knowledge of the fire resistant properties of various building materials.
10. Skill in effective oral and written communication.
11. Skill in the utilization of pre-fire plans.
12. Ability to coordinate fire fighting and rescue activities in emergency situations.
13. Ability to prepare accurate and informative reports.
14. Ability to plan, organize and direct the work of others.
15. Ability to establish and maintain effective working relationships with subordinates, peers, other agencies and the public.
16. Ability to give clear, concise instructions in stressful situations.
17. Ability to make command decisions using good judgment and assume responsibility for their impact.
18. Ability to organize work and perform duties independently of close supervision.
19. Ability to use initiative in performing duties and suggesting improvements.

20. Employee must possess valid Oklahoma driver's license.

Other Significant Facts

Difficulty of Work

Work is managerial and supervisory in nature, requiring the employee to coordinate personnel and equipment to accomplish performance of overall goals. Employee must possess extensive knowledge of fire fighting skills and operations and be able to coordinate the activities of others performing skilled tasks.

Interpersonal Relations

Employee comes in frequent contact with the public, both in public relations activities and in stressful situations. Employee often must coordinate actions with Police Department, Fleet Maintenance and other City departments, as well as with utility companies and other fire departments. Social skills are very important in this position.

Working Conditions

Employee is based in an office at the Central Fire Station and makes regular rounds of all stations on one 24-hour shift. Employee assumes command at fire and usually directs fire-fighting operations. Employee may, at times, engage directly in fire fighting or rescue activities and is therefore occasionally subject to severe job hazards.

Physical Effort

Employee's job routinely requires minimal physical activity, although moderate to heavy activity may be required at times during fire fighting or rescue activities.

Supervision

Employee is responsible for one of three 24-hour shifts of fire-fighting personnel. Employee directly supervises one captain and one lieutenant at each substation and is responsible for all operations on that shift. Employee is subject to general review and direction by the Fire Chief.

Education and Experience

Employee is required to have been employed with the Durant Fire Department for a period of eight (8) continuous years' service and must have held the position of Captain for two (2) years. Employees must be certified in Arson Investigation within two (2) years of appointment. Candidate must have completed prerequisites as outlined in Article 26 - Promotional Policy.

38.3. Captain

(City of Durant Fire Department)

Job Summary

Under the supervision of the Battalion Chief, employee is responsible for the supervision and training of a company of firefighters, and the maintenance and upkeep of equipment.

Responsibilities and Duties

1. Directs activities of a fire company in saving lives and property during fires, emergency rescues, natural disasters, bomb threats and any other emergency situation.
2. Performs routine supervisory duties of one company, including performance evaluations, recommendation of disciplinary actions and execution of personnel policies and procedures.
3. Supervises the maintenance and upkeep of fire station and equipment.
4. Maintains company records including daily and monthly reports.
5. Assists Deputy Fire Chief in coordinating and conducting an on-going training program for a company of firefighters.
6. Developing pre-fire plans monthly.
7. Supervises one company, and assists in the performance of salvage and overhaul of fire damaged property.
8. Enforces all safety policies and procedures.
9. Responsible for keeping up with literature, advances in fire fighting and fire prevention in order to improve company and departmental operations.
10. Performs other duties as required. (Any changes to this job description shall be made only by mutual agreement by the parties.)

Job Requirements

1. Knowledge of fire fighting, rescue techniques and fire department operations.
2. Knowledge of principles of supervision.
3. Knowledge of departmental regulations and other personnel policies and procedures.
4. Knowledge of other City Departments and how they relate to the Fire Department.

5. Knowledge of correct safety policies, procedures and regulations.
6. Skill in planning, directing and evaluating the work of others.
7. Skill in the orientation and training of others in the operation of fire fighting equipment and the conduct of rescue operations.
8. Ability to coordinate fire fighting and rescue activities in emergency situations.
9. Ability to utilize pre-fire plans.
10. Ability to prepare accurate and informative reports.
11. Ability to establish and maintain effective working relationships with subordinates, peers, and other agencies and the public.
12. Ability to give clear, concise instructions in stressful situations.
13. Ability to make command decisions using good judgment.
14. Ability to perform duties independently of close supervision.
15. Ability to withstand heavy physical activity.
16. Employee must possess a valid Oklahoma driver's license.

Other Significant Facts

Difficulty of work

Work is supervisory in nature requiring employee to coordinate and supervise personnel and equipment in the performance of skilled tasks. Employee must possess knowledge of fire fighting skills and operations.

Interpersonal Relations

Employee comes in frequent contact with the public in stressful situations. Employee must coordinate actions with Police Department, and other City departments. Social skills are important in this position.

Working Conditions

Employee is based at an assigned station and works a 24-hour shift. Worker engages directly in fire fighting and rescue activities and is therefore intermittently subjected to severe job hazards and mental stress.

Physical Effort

Moderate to heavy physical activity is required during fire fighting, rescue and training activities.

Supervision

Employee is responsible for the supervision of one company of firefighters and is subject to review and direction by the Battalion Chief.

Education and Experience

Employee is required to have been employed with the Durant Fire Department for a period of six (6) continuous years' service and must have held the position of Lieutenant for two (2) years. Employee must be certified in Arson Investigation within two (2) years of appointment. Candidate must have completed prerequisites as outlined in Article 26 - Promotional Policy.

38.4. Lieutenant (City of Durant Fire Department)

Job Summary

Under the supervision of the Battalion Chief, employee is responsible for the supervision and training of a company of firefighters, and the maintenance and upkeep of equipment.

Responsibilities and Duties

1. Directs activities of an engine company in saving lives and property during fires, emergency rescues, natural disasters, bomb threats and any other emergency situation.
2. Performs routine supervisory duties of an engine company, including performance evaluations, recommendation of disciplinary actions and execution of personnel policies and procedures.
3. Supervises the maintenance and upkeep of sub-station and equipment.
4. Maintains station records including daily and monthly reports.
5. Supervises an engine company, and assists in the performance of salvage and overhaul of fire damaged property.
6. Enforces all safety policies and procedures.
7. May perform duties of Captain in that individual's absence, when the individual will be absent for 3 or more consecutive shifts.
8. Performs other duties as required.

(Any changes to this job description shall be made only by mutual agreement by the parties.)

Job Requirements

1. Knowledge of fire fighting, rescue techniques and fire department operations.
2. Knowledge of principles of supervision.
3. Knowledge of departmental regulations and other personnel policies and procedures.
4. Knowledge of other City Departments and how they relate to the Fire Department.

5. Knowledge of correct safety policies, procedures and regulations.
6. Skill in planning, directing and evaluating the work of others.
7. Skill in the orientation and training of others in the operation of fire fighting equipment and the conduct of rescue operations.
8. Ability to coordinate fire fighting and rescue activities in emergency situations.
9. Ability to utilize pre-fire plans.
10. Ability to prepare accurate and informative reports.
11. Ability to establish and maintain effective working relationships with subordinates, peers, and other agencies and the public.
12. Ability to give clear, concise instructions in stressful situations.
13. Ability to make command decisions using good judgment.
14. Ability to perform duties independently of close supervision.
15. Ability to withstand heavy physical activity.
16. Employee must possess a valid Oklahoma driver's license.

Other Significant Facts

Difficulty of work

Work is supervisory in nature requiring employee to coordinate and supervise personnel and equipment in the performance of skilled tasks. Employee must possess knowledge of fire fighting skills and operations.

Interpersonal Relations

Employee comes in frequent contact with the public in stressful situations. Employee must coordinate actions with Police Department, and other City departments. Social skills are important in this position.

Working Conditions

Employee is based at an assigned station and works a 24-hour shift. Worker engages directly in fire fighting and rescue activities and is therefore intermittently subjected to severe job hazards and mental stress.

Physical Effort

Moderate to heavy physical activity is required during fire fighting, rescue and training activities.

Supervision

Employee is responsible for the supervision of all personnel at the sub-station and is subject to review and direction by the Battalion Chief or Captain.

Education and Experience

Employee is required to have been employed with the Durant Fire Department for a period of four (4) continuous years' service and must have held the position of Driver (Apparatus Operator) for two (2) years. Candidate must have completed prerequisites as outlined in Article 26 - Promotional Policy.

38.5. Driver

(City of Durant Fire Department)

Job Summary

Under the supervision of the Captain or Lieutenant, employee is responsible for the driving, operation and upkeep of apparatus and equipment for one station.

Responsibilities and Duties

1. Drives assigned fire fighting apparatus to and from fires and is responsible for proper operation of equipment at the fire scene.
2. Responsible for the maintenance and upkeep of equipment and apparatus including daily and weekly equipment checks, service testing equipment, recording and reporting mechanical failures or difficulties to supervisor and performing minor maintenance on apparatus as necessary.
3. Assists in the preparation of various company reports including daily and monthly training reports and injury reports. Attends fire training and drill sessions to receive instructions in all aspects of fire fighting.
4. Instructs relief drivers in the operation and maintenance of equipment.
5. Operates two-way radio to inform dispatcher of actions being taken.
6. Participates in pre-fire planning.
7. Assists in fire prevention activities as necessary.
8. Performs salvage and overhaul of fire damaged property as required.
9. Performs duties of Captain in that individual's absence.
10. Performs other duties as required. (Any change to this job description shall be made only by mutual agreement by the parties.)

Driver Assignments

1. The Senior Driver will drive lead from the Central Station.
2. The 2nd Senior Driver will drive back up to the Senior Driver.
3. The 3rd Senior Driver will be assigned to Sub-Station #2 as Driver.
4. The 4th Senior Driver will be assigned to Sub-Station #3 as Driver.

This will be the general rule on each shift unless other circumstances arise, such as disciplinary action or etc.

Any person working as duty exchange or on call back will work as assigned by the Battalion Chief in charge of that shift.

(Any changes to driver assignments shall be made only by mutual agreement between both parties.)

Job Requirements

1. Knowledge of fire fighting, rescue techniques and fire department operations.
2. Knowledge of equipment maintenance standards.
3. Knowledge of other City departments and how they relate to the Fire Department.
4. Knowledge of City streets and hydrant locations.
5. Knowledge of correct safety policies, procedures and regulations.
6. Skill in the operation of apparatus and equipment.
7. Skill in the operation of a two-way radio.
8. Ability to utilize pre-fire plans.
9. Ability to prepare accurate and informative reports.
10. Ability to establish and maintain effective working relationships with peers, subordinates, other City departments and the public.
11. Ability to make decisions using good judgment.
12. Ability to control emotion and actions, in stressful situations.
13. Ability to withstand heavy physical activity.
14. Employee must possess valid Oklahoma driver's license.

Other Significant Facts

Difficulty of Work

Tasks are skilled in nature and are acquired prior to assuming the position. Work is generally standardized but worker is required to make quick, accurate decisions in dealing with variables at the scene of a fire.

Interpersonal Relations

Employee often comes in contact with the public in stressful situations. Worker has frequent contact with fleet maintenance personnel and other departments regarding the maintenance and upkeep of apparatus and equipment.

Working Conditions

Employee is based at an assigned station and works a 24-hour shift. Worker engages directly in fire fighting and rescue activities and is therefore intermittently subject to severe job hazards and mental stress.

Physical Effort

Moderate to heavy physical activity is required during fire fighting, rescue, equipment maintenance and training activities.

Supervision

Employee is subject to review and direction by the Captain and supervises a company in the absence of the Captain.

Education and Experience

Applicants shall be required to have been employed with the Durant Fire Department for a period of eighteen (18) continuous months performing the duties as Fire Fighters and must be certified as Firefighter II. Candidate must have completed prerequisites as outlined in Article 26 - Promotional Policy.

38.6. Firefighter

(City of Durant Fire Department)

Job Summary

1. Under the direction of the Battalion Chief or Captain, firefighters respond to all alarms and calls to which their company is assigned, operate fire fighting equipment, and aid in protection of life and property.
2. For the first six (6) months after firefighter's hire date, s/he cannot act as a Driver. After six (6) months, firefighter will act as a Driver on vehicles without air breaks and only when assigned by the Battalion Chief or Captain. After eighteen (18) months, Driver can drive all other vehicles after passing the driving and pumping test(s) on the assigned apparatus.
3. In a reasonable length of time, firefighter shall learn all phases of fire service practices and keep abreast of fire fighting methods.
4. Perform other duties as required.

(Any changes to this job description shall be made only by mutual agreement by the parties.)

Education and Experience

Must receive Firefighter I & II Certification before end of probationary period.

Appendix A

7.00 DRUG AND ALCOHOL FREE WORKPLACE POLICY

AND

EMPLOYEE ASSISTANCE PROGRAM

7.01 POLICY STATEMENT

1. The City of Durant considers its employees to be its most valuable resource and is concerned about the health, safety, well being, and satisfactory work performance of all employees. The use, abuse, and dependence on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and that of others, as well as impair job performance.

2. It is the policy of the City of Durant to comply with all applicable state and/or federal laws in the administration of creating and sustaining a drug and alcohol free workplace.

3. It is the policy of the City of Durant that the unlawful manufacture, distribution, dispensing, possession, use of, or being under the influence of, a controlled substance or alcohol is prohibited in the workplace. Any employee determined to be in violation of this policy while on duty, on or in City property, or when wearing a City of Durant uniform, whether on or off duty, is subject to disciplinary action, which may include termination.

4. The City of Durant, pursuant to the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, effective June, 1993, and as amended, and the Omnibus Transportation Employee Testing Act, effective 1991, and as amended, hereby declares and establishes the following Drug and Alcohol Free Workplace Policy for employees of the City of Durant (hereinafter referred to as the City).

5. This policy also applies to the abuse of alcoholic beverages. A person is under the influences of alcohol or drugs when that person does not have the normal use of mental or physical faculties by reasons of the introduction of alcohol or a drug or a combination of two or more such substances into the body.

6. Full details of the rules and procedures for drug and alcohol policy and testing are available

from the Personnel Office or any City Department Head.

7. The City of Durant Drug and Alcohol Free Workplace Policy was implemented on February 15, 1999, and a period of 30 days notice was given to employees before implementation. At such time as changes to the policy may become necessary, the City will give at least 30 days notice before the changes shall take effect. The City shall post a copy of this policy as amended in a prominent employee access area and shall give a copy of this policy as amended to each employee and to each applicant for employment upon his or her receipt of a conditional offer of employment from the City.

7.02 GENERAL POLICY PROVISIONS

Any of the following actions are grounds for discipline, up to and including, termination of employment:

1. The use, sale, purchase, or possession of illegal drugs on or off the job, or the misuse of prescription drugs in a manner that affects the employee's work;
2. Possessing or using alcoholic beverages on the job or on the premises of the City, or in City vehicles or equipment;
3. Reporting to work under the influence of an illegal drug or alcohol. An employee may attend work under the influence of a prescription drug for which he or she has a valid prescription, and use of the drug will not affect the employee's job performance or endanger others.

7.03 TOBACCO USE

In keeping with the City's intent to provide a safe work environment, smoking and the use of smokeless tobacco is prohibited throughout the workplace and extends to 25 feet beyond any portion of City buildings or facilities. Any tobacco use in City-owned or leased vehicles is also prohibited.

This policy applies equally to all employees, customers, and visitors.

7.04 DRUG AND ALCOHOL TESTING

1. DEFINITIONS. As Used in this policy, the defining terms are as follows:

- A. "Alcohol: means ethyl alcohol or ethanol;
- B. "Applicant" means a person who has applied for a position with the City.
- C. "Breath alcohol technician 'BAT'" - an individual who instructs and assists in the alcohol testing process and operates an evidential breath-testing device (EBT).
- D. "Commercial Motor Vehicle" - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - 1) Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
 - 2) Has a gross vehicle weight rating of 26,001 or more pounds; or
 - 3) Is designed to transport 16 or more passengers, including the driver; or
 - 4) Is of any size and is used in the transportation of hazardous materials requiring placards.
- E. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test.

- F. "Driver" - any person who operates a commercial motor vehicle (CMV). For the purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle.
- G. "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphen, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein, and includes all substances, which are illegal under federal, State, or local laws, except that FHA/DOT required testing shall only test for marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites and phencyclidine (or other substances as may be permitted by the FHA/DOT for drivers of commercial motor vehicles);
- H. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products.
- I. "Employee Assistance Program" or "EAP" means an in-house or contracted program, which, at a minimum, provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.
- J. "Employee" means any person who is an employee of the City.
- K. "City" means the City.
- L. "Random selection basis" means a mechanism for selecting employees for drug or alcohol testing that:
- 1) Results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and
 - 2) Does not give the City discretion to waive the selection of any employee selected under the mechanism.
- M. "Reasonable suspicion" means a belief that an employee is using or has used drugs or alcohol in violation of the City's written policy drawn from specific objective and articulated

facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

- 1) Observable phenomena, such as,
 - a) Physical symptoms or manifestations of being under the influence of a drug or alcohol while at work, on duty, or wearing a City uniform; or
 - b) Direct observation of drug or alcohol use while at work or on duty, or wearing a City uniform.
 - 2) A report of drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated,
 - 3) Evidence that an individual has tampered with a drug or alcohol test during his employment with the City, or
 - 4) Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs or alcohol while on duty or while on the City's premises or operating the City's vehicle, machinery or equipment.
- N. "Medical Review Officer (MRO)" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and any other relevant information.
- O. "Sample" means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.
- P. "Safety-sensitive function"

- 1) All time waiting to be dispatched, unless the commercial motor vehicle driver has been relieved from duty by the employer.
 - 2) All time inspecting equipment, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
 - 3) All time spent at the driving controls of a commercial motor vehicle.
 - 4) All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
 - 5) All time spent performing the driver requirements associated with an accident.
 - 6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- Q. "Screening test" in alcohol testing it means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.
- R. "Substance abuse professional (SAP)" - a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of a clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.
- S. "Testing Facility" means any person, including any laboratory, hospital, clinic, or either, on or off the premises of the City, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

2. CIRCUMSTANCES UNDER WHICH TESTING WILL BE DONE AND PERSONS WHO ARE SUBJECT TO BE TESTED.

A. Applicant Testing. The City will require all applicants, upon receiving a conditional offer of employment, to undergo drug and/or alcohol testing, and will use a refusal to undergo such testing or a confirmed positive test result as a base for refusal to hire provided that such testing does not violate the Americans with Disabilities Act of 1990, 42 U.S.C. §121010 et seq., (hereinafter referred to as ADA). The ADA does not, in any way, preclude or interfere with the City's compliance with the Department of Transportation (hereafter referred to as DOT) new or existing drug and alcohol testing regulations. Such testing will be required of all applicants who have received a conditional offer of employment regardless of employment classification.

1) Tests required under the Department of Transportation regulations:

a) The City is not required to administer an alcohol test or controlled substances test if-

(i) The applicant has participated in a drug testing program within the previous thirty (30) days, that meets the requirements of the DOT, and

(ii) While participating in that program, either:

(A) Was tested for controlled substances within the past six (6) months from the date of application, or

(B) Participated in a random controlled substances testing program for the previous twelve (12) months from the date of application, and

(C) The City will check that no prior employer of the driver, of whom the City has knowledge, has records of a violation of another DOT agency within the previous six (6) months.

B. Employee Testing. Employees of the City will be subject to drug and/or alcohol testing under the applicable circumstances:

1. Reasonable Suspicion Testing. The City will require an employee to submit to drug and/or alcohol testing if there is reasonable suspicion that the employee is violating the City Drug and Alcohol Free Workplace Policy.
 - a) Observations of employee conduct while the employee is at work or on duty, which cause the City to require reasonable suspicion testing of an employee, shall be made by a supervisor or department head who has received training for the detection of symptoms or manifestations of being under the influence of a drug or alcohol. Testing will be required of all employees, regardless of classification when reasonable suspicion exists.
 - b) The driver of a commercial motor vehicle may be directed to undergo reasonable suspicion testing while the driver is performing safety sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing such functions.
 - c) If an alcohol test is not administered to a driver of a commercial motor vehicle within two (2) hours following the determination that reasonable suspicion exists, the Department Head shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered to a driver of a commercial motor vehicle within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall cite in the record the reasons for not administering the test.
 - d) The City shall not permit an employee to perform or continue to perform job functions, until:
 - 1) An alcohol test is administered and the employee's breath alcohol concentration measures less than 0.02; or
 - 2) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the rules concerning the use of alcohol.

- e. A written record shall be made of the observations leading to a controlled substance reasonable suspicion test and signed by the supervisor or department head who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.
2. Post-Accident-Testing. The City will require an employee to undergo drug and/or alcohol testing if there is a reasonable suspicion the employee or another person sustained a work-related injury or the City's property was damaged as a direct result of use of drugs and/or alcohol by an employee in the workplace while performing job duties, operating a City vehicle or equipment, or wearing a City uniform. This includes damage to the City's equipment. Post-accident testing will be conducted when the amount of damage is reasonably estimated at the time of the accident to exceed \$500.00. An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed, by the City, to have refused to submit to testing. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care,
- a. Drivers of commercial motor vehicles:
 - 1) As soon as practical following an accident involving a commercial motor vehicle, the City shall test for alcohol substances, the surviving driver:
 - (A) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
 - (B) Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved: (i) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (ii) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
 - 2) As soon as practicable following an occurrence involving a commercial motor vehicle, the City shall test for controlled substances, the surviving driver:

- (A) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involves loss of human life; or
 - (B) Who receives a citation within 32 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved: (i) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (ii) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- 3) No driver of a commercial motor vehicle required to take a post accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.
 - 4) If an alcohol test is not administered within two (2) hours following the determination that reasonable suspicion exists, the Department Head shall prepare and maintain on file a record stating the reason the alcohol test was not promptly administered.
 - 5) If a controlled substance test is not administered within thirty-two (32) hours following the accident, the City shall cease attempts to administer a controlled substance test; and the Department Head will prepare and maintain on file, a record stating the reasons the test was not promptly administered.

3. Random Testing.

- a. The City requires drug and/or alcohol testing on a random selection basis, and shall be restricted to employees who perform safety sensitive functions in the following classifications and/or positions:
 - 1) Vehicle and equipment operator employees who are required to maintain a Commercial Drivers License (hereafter referred to as "CDL") and operate vehicles and/or equipment in excess of 26,001 pounds; or
 - 2) Mechanic employees who maintain equipment in excess of 26, 001 pounds; or

- 3) Any other employees involved in the repair, operation, or dispatching of vehicles and/or equipment (or as may be required by federal law), including employees operating their personal vehicle on city business as a part of their normal job duties.
- b. Random controlled substances testing shall be conducted in accordance with the following requirements:
- 1) The City will randomly select employees for testing at the highest minimum annual percentage rate established for the calendar year by the DOT rules to which the City is subject.
 - 2) The City will use a scientific valid method of random selection, which is matched with the driver's social security number or employee number.
 - 3) The City will ensure that random testing is unannounced and spread reasonably throughout the calendar year.
 - 4) The City will ensure that employees selected for random testing proceed immediately to the, testing site upon notification of being selected.
 - 5) In the event an employee, who is selected for random controlled substances testing, is on vacation or an extended medical absence, the City will select another driver for testing.
 - 6) No driver of a CMV shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions while having a breath alcohol concentration of 0.04 or greater. The City, having actual knowledge that a driver has a breath alcohol concentration of 0.04 or greater shall not permit an employee to perform or continue to perform safety-sensitive functions.
 - 7) No driver of a CMV shall perform safety-sensitive functions within four (4) hours after using alcohol. The City, having actual knowledge that a driver has used alcohol within four (4) hours shall not permit a driver to perform or continue to perform safety-sensitive functions.

- 8) No driver of a CMV shall report for duty, or remain on duty, requiring the Performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
 - 9) The City, having actual knowledge that a driver has used a controlled substance shall not permit the driver to perform or continue to perform safety sensitive functions except as outlined in (H) above.
 - 10) No driver of a CMV shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions if the driver tests positive for controlled substances. The City, having actual knowledge that a driver has tested positive for controlled substance shall not permit an employee to perform or continue to perform safety-sensitive functions except as outlined in (H) above.
 - 11) The City may require a driver to inform the City of any therapeutic drug use.
4. Post-Rehabilitation Testing. The City will require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years, commencing with the employee's return to work, in the following situations:
 - a. After the employee tested positive on a drug and/or alcohol test required by City;
or
 - b. After having participated in a drug or alcohol treatment program.
 5. Return-To-Duty Testing for drivers of commercial motor vehicles. If the City decides to permit a driver of a commercial motor vehicle to return to a DOT safety sensitive duty following a positive test result for alcohol or controlled substances, the driver must receive an evaluation by a Substance Abuse Professional (SAP) and successfully comply with the SAP evaluation recommendation. A verified positive DOT drug test result, a DOT alcohol test with a result indicating an alcohol concentration of 0.04 or

greater, a refusal to test (including by adulterating or substituting a urine specimen) or any other violation of the prohibition on the use of alcohol or drugs under a DOT agency regulation constitutes a DOT drug and alcohol regulation violation.

- a. An employee shall be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance abuse. The Substance Abuse Professional shall determine that the employee has properly followed any rehabilitation program prescribed.
- b. Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.
- c. The employee shall be subject to unannounced follow-up alcohol and controlled substances tests, ordered by the Employees Department Head or his/her designee, following the employee's return to duty. The number and frequency of such follow-up testing shall be as recommended by the Substance Abuse Professional and may consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up tests also may be required for another 48 months of safety-sensitive duty following this first (12) month period. The Employees Department Head or his/her designee may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances if the Substance Abuse Professional determines that such testing is necessary.

3. TESTING DEFINED.

- A. All Drug and Alcohol Free Workplace testing of employees and applicants shall be conducted at a laboratory selected by the City, which has been approved, by the Substance Abuse and Mental Health Services Administration (hereafter referred to as "SAMHSA"), pursuant to federal and state law requirements.

1. The facility will be responsible for:

- a. Employing testing procedures that ensure privacy to employees and job applicants consistent with prevention tampering.
 - b. Employing the split sample method of testing; in the event results of the test are challenged. Without a split sample, a challenged test is considered negative.
 - c. Employing methods of analysis that ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results.
 - d. Employing chain-of-custody procedures that ensure proper identification, labeling and handling of test samples.
 - e. Employing retention and storage procedures that ensure reliable results on confirmatory tests of original samples,
 - f. Employing alcohol-screening tests using approved evidential testing devices that test for prohibited alcohol concentration.
 - g. Maintaining SAMHSA approval of their facility.
2. The City, shall not permit a driver who refuses to submit to a post-accident alcohol or controlled substance test, a random post-accident or controlled substance test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substance test to perform or continue to perform safety-sensitive functions,
- B. Employee consent will be obtained for each test. Refusal of an employee to consent and submit to testing will subject that employee to disciplinary action, which may include termination of employment.
- C. The City shall pay all costs of testing for drugs or alcohol required by the City, including confirmation tests required by this Policy. Provided however, an individual who requests a retest of a sample in order to challenge the results of a positive test shall pay all costs

of their retest, unless the retest reverses the findings of the challenged positive test. In such case, the City shall reimburse the individual for the costs of the retest.

4. TESTING METHODS AND COLLECTION PROCEDURES TO BE USED:

A. Applicant Drug/or Alcohol Screening Process: The job application form of the City contains Notification of Drug/Alcohol Testing Policy of the City, in accordance with federal and state law. The applicant must sign the application form, acknowledging receipt of Notice of City's Drug and Alcohol Free Workplace Policy.

1. In order to achieve the City's goal in providing and maintaining a drug and alcohol free work environment for the safety and protection of employees and others, the following procedures are hereby established:
 - a. Upon notification of the selected applicant the Human Resource Director will schedule the applicant for the drug screen/alcohol test.
 - b. The applicant shall complete the "Applicant/Employee Consent for Drug Screen/Alcohol Test" form. The completed form shall be placed in an envelope with directions to the Medical facility.
 - c. Applicants refusing to submit to the drug screen and/or alcohol test will be considered to have withdrawn their application for employment.
 - d. The sample collection site will obtain the specimen from the applicant of sufficient quantity to allow for split sample testing. The specimen will be sent to the laboratory.
 - e. The laboratory designated by the City shall perform an initial drug screen, which shall be a form of chemical identification with confirmation testing of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.

- f. The alcohol screening tests will be done using approved evidential testing devices that test for prohibited alcohol concentration.

5. APPLICANT TEST RESULTS.

- A. Upon completion of testing, results of the drug screen/alcohol test shall be communicated to the Human Resource Director, after compliance with the procedures listed below:

- 1. Negative test result from drug screen and/or alcohol test.

- a) The collection site will notify the Human Resource Director the drug screen and or alcohol test was negative.
- b) The Human Resource Director will schedule the applicant for a pre-employment physical.

- 2. Positive test result from drug screen and/or alcohol test.

- a) The collection site Medical Review Officer shall compare the test results to the list of prescribed medications applicant identified as having taken.
- b) If a drug screen reveals a drug present which is questionable, the applicant will be contacted by the Medical Review Officer in order for the applicant to explain, in confidence, and/or provide additional documentation as the Medical Review Officer deems necessary to satisfy the Medical Review Officer that the presence of such drug is not unlawful.
- c) The applicant must provide the requested explanation and/or documentation as requested by the collection site Medical Review Officer within forty-eight (48) hours of time of request. Failure to provide information within the forty-eight (48) hours will result in applicant's drug screen being reported to the Human Resource Director as positive.

- d) If the applicant provides explanation and/or documentation within forty-eight (48) hours of the request, sufficient to satisfy the Medical Review Officer that the presence of the drug is lawful, the result of the drug screen test shall be reported to the Human Resource Director as negative.

6. EMPLOYEE DRUG/ALCOHOL TESTING PROCESS.

- A. Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees and shall be deemed work time for purposes of compensation and benefits for current employees.
- B. A supervisor who has reasonable suspicion to believe an employee has ingested, inhaled or injected an illegal or unlawful drug, or has ingested an alcoholic beverage when reporting for duty, while on duty, or during standby or callback duty must act promptly to insure the following:
 - 1 Prohibit the employee from working or continuing to work.
 - 2. Notify the Department Head or the City Manager and request a personal observation of an employee's conduct to confirm that reasonable suspicion exists.
 - 3. Based on reasonable suspicion. Employees shall be required to submit to drug or alcohol testing. Prior to requiring such testing, the basis for the reasonable suspicion shall be communicated to the City Manager or his designee.
 - 4. The Supervisor or Department Head will immediately take the employee, to a collection facility selected by the City in compliance with state and federal regulations.
 - 5. Before testing, an employee shall sign a form consenting to testing. Failure or refusal to sign the consent form and to submit to testing will result in disciplinary action, which may include termination.
 - 6. Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion and without confirmation from a Department Head or the City Manager/designee.

7. Harassment, by any Supervisor or Department Head, of any employee who has, been requested or required to undergo a drug screen will subject the Supervisor or Department Head employees to disciplinary action, which may include termination.

7. EMPLOYEE TEST RESULTS:

- A. Upon completion of testing, results of the drug screen and/or alcohol test shall be communicated to the Personnel Director, after compliance with the procedures listed below.

1. Negative test result from drug screen and/or alcohol test.

- a) Collection site will notify Human Resource Director that drug screen and/or alcohol test was negative,

2. Positive test result from drug screen and/or alcohol test.

- a) The collection site Medical Review Officer shall compare the test results to the list of prescribed medications the employee identified as having taken.

- b) If a drug screen reveals a drug present which is questionable, the employee will be contacted by the Medical Review Officer in order for the employee to explain, in confidence, and/or provide additional documentation as the Medical Review Officer deems necessary to satisfy the Medical Review Officer that the presence of such drug is not unlawful. An employee shall be given the opportunity to explain, in confidence, the results of the test.

- c) The employee must provide the requested explanation and/or documentation as requested by the collection site Medical Review Officer within forty-eight (48) hours of time of request. Failure to provide information within the forty-eight (48) hours will result in employee's drug screen results as correct.

- d) If the employee provides explanation and/or documentation within forty-eight (48) hours of the request, sufficient to satisfy the Review Officer that the presence of the drug is lawful, the result of the drug screen test shall be reported to the Human Resource Director as negative.
- e) An employee testing positive, to a drug screen and/or alcohol test shall result in the employee being subject to disciplinary action, which may include termination.
- f) The test results will not be disclosed to any person other than the employee, Human Resource Director, Department Head, City Manager and those involved directly on a need to know basis.
- g) Any employee tampering with the results of a drug screen/alcohol test will be terminated.

8. PERSONNEL ACTION FOLLOWING TESTING:

- A. Applicants who test positive for alcohol or drugs, or otherwise violate this policy, are subject to having their conditional offers of employment revoked. Employees who test positive for alcohol or drugs, or otherwise violated this policy, are subject to discipline, up to and including termination.
- B. No disciplinary action, except a temporary suspension or temporary transfer to another department, may be taken by the City against an employee based upon a positive test result unless the test result is confirmed by a second test, using gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by rule of the State Board of Health at the cutoff levels determined by Board rule,
- C. The City may take disciplinary action against an employee who refuses to undergo drug or alcohol testing conducted in accordance with the provisions of the City's Policy, the Standards for Workplace Drug and Alcohol Free Workplace Free Act and/or the Omnibus Transportation Employee Testing Act.
- D. An employee discharged on the basis of a refusal to undergo drug and/or alcohol testing or a confirmed positive drug or alcohol test conducted in accordance with the provision of the City's Policy, the Standards for Workplace Drug and Alcohol Free Workplace Free Act

and/or the Omnibus Transportation Employee Testing Act shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits.

E. An employee may appeal his/her disciplinary action or termination to the City Manager.

9. SUPERVISORS TRAINING AND EMPLOYEE EDUCATION:

A. Supervisors will be trained:

1. To recognize employees when they appear unfit for duty because of drugs or alcohol and how to determine reasonable suspicion.
2. To effectively and appropriately intervene in reasonable suspicious instances.
3. To understand the methods of the City Drug and Alcohol Free Workplace procedures.
4. To effectively and appropriately document reasonable suspicion cases prior to the test, and after the initial hearing.
5. In proper disciplinary measures.
6. In issues relative to privacy, search and seizure, and employee representation rights during investigations.

B. Employee education shall consist of:

1. Educating employees concerning the harmful effects of drugs and alcohol in the workplace.
 - a. The City shall provide educational materials that explain the City's policies and procedures with respect to meeting the requirements of this policy.

- b. The City shall ensure that a copy of these materials are distributed to each employee prior to the start of drug and/or alcohol testing and to each driver hired or transferred into a position requiring driving a commercial motor vehicle.
2. Encouraging employees to voluntarily seek assistance through the Employees Assistance Program;
3. Informing employees concerning the City's concern for correcting drug and alcohol use or dependency before it adversely affects an employee's work record and causes irreparable harm to the employee and the residents of the City.
4. The City shall provide written notice to representatives of employee organization s of the availability of this information.
5. The City Manager and/or his designee are designated by the City to answer questions concerning distributed materials and City Policies.

10. RECORD KEEPING AND CONFIDENTIALITY.

- A. City shall maintain all drug and alcohol test results and related information, including, but not limited to, interviews, reports, statements and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding except in those actions taken by City or in any action involving the individual tested and the City or unless such records are ordered released pursuant to a valid court order.
- B. The records described in Paragraph I above, and maintained by the City, shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. The City shall not release such records to any person other than the applicant, employee or the City's Medical Review Officer, unless the applicant or employee, in writing, following receipt of the test results, has expressly granted permission for the City to release such records or pursuant to a valid court order.

- C. A testing facility, or any agent, representative or designee of the facility, or any Medical Review Officer, shall not disclose to the City, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to:
1. The general health, pregnancy or other physical or mental condition of the applicant or employee; or
 2. The presence of any drug other than the drug or its metabolites that the City requested be identified and for which a Medically acceptable explanation of the positive results, other than the use of drugs, has not been forthcoming from the applicant or employee, provided, however, a testing facility shall release the results of the drug or alcohol test and any analysis and information related thereto, to the individual tested upon his request and only after presenting proof of identification.

11. CITY RESPONSIBILITIES UNDER LAW.

- A. The City Manager is responsible for notification of the drug testing policy and procedure to employees as specified, and educating and training of employees, department heads, and supervisors as outlined.
- B. The City provides an Employee Assistance Program and will coordinate city education and training relative to drug testing and the benefits of voluntary admission into the EAP.

12. EMPLOYEE'S NOTICE TO THE CITY. It is mandatory that an employee notifies the City Manager, within five (5) working days, if he/she has been convicted of a criminal drug status violation.

13. CITY NOTICE TO FEDERAL GOVERNMENT. The City as a recipient of a grant from the Community Development Block Grant Program from the United States Department of Housing and Urban Development (HUD) and any other Federal grant that requires such notice shall notify the prospective agency within ten (10) days after receiving notice of any employee convicted of a criminal drug statute.

7.05 EMPLOYEE ASSISTANCE PROGRAM

1. Employees who violate the City's Drug and Alcohol Free Workplace Policy and have been with the City for more than three (3) years will be given the opportunity to participate in a drug and alcohol abuse treatment program:

- a. The treatment will be agreed to by the City Manager.
- b. The employee will be removed from his/her current position and immediately placed on a leave of absence. If an employee has earned days available, he/she must first utilize all available time accrued, then vacation, and then apply for additional unpaid leave, if necessary. In no case may the combination of paid and unpaid leave exceed six (6) consecutive months. Any employee seeking medical attention for drug or alcohol abuse will be entitled to benefits as described in the medical insurance plan.
- c. The employee will not be returned to active status until such time as a Medical Review Officer or Substance Abuse Professional certifies that the employee has successfully completed the appropriate treatment.
- d. When the employee is allowed to return to work, attempts will be made to place the employee back into his/her previously held position.
- e. No employee will be eligible for drug or alcohol abuse treatment, as described under this policy, more than once.
- f. The recurrence of a positive test or drug or alcohol problem may result in termination of employment.

2. Any employee who feels he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs (legal or illegal), is encouraged to voluntarily seek assistance. The City supports sound treatment efforts. Whenever feasible, the City will assist employees in overcoming drug or alcohol abuse.

3. Any employee seeking medical attention for drug or alcohol abuse will be entitled to benefits as specified in the medical insurance plan. For qualified employees voluntarily enrolled in a formal treatment program, the City will grant paid rehabilitation leave of up to five (5) additional days of paid leave. For continued treatment, an employee must use his/her available leave balances. If the employee continues to require additional time off, he/she should request to be placed on unpaid leave. In order to receive the five (5) days paid rehabilitation leave, the employee must provide certifiable proof of enrollment in an approved treatment program.

4. Upon successful, certified completion of a rehabilitation program, attempts will be made to place the employee back into his/her previous position, if it is still available, or the next available position for which the employee is qualified.

APPENDIX B (NEW)			Durant Fire Department					
			Pay Chart Rates Effective July 1, 2020					
Grade	Position Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FD -01 (P)	Annual		\$ 30,436.35					
(Probationary)	Pay Period		\$ 1,170.63					
	Hourly		10.45					
FD -01	Annual			\$39,682.95	\$43,293.88	\$43,950.64	\$44,666.64	\$45,383.19
Firefighter	Pay Period			1,526.27	1,665.15	1,690.41	1,717.95	1,745.51
	Hourly			13.63	14.87	15.09	15.34	15.58
					9.10%	1.52%	1.63%	1.60%
FD -02	Annual		\$44,269.28	\$44,972.22	\$45,709.83	\$46,447.86	\$47,216.24	\$48,015.49
Driver	Pay Period		1,702.66	1,729.70	1,758.07	1,786.46	1,816.01	1,846.75
	Hourly		15.20	15.44	15.70	15.95	16.21	16.49
				1.59%	1.64%	1.61%	1.65%	1.69%
FD -03	Annual		\$45,456.23	\$46,231.44	\$46,980.21	\$47,759.76	\$48,570.67	\$50,416.26
Lieutenant	Pay Period		1,748.32	1,778.13	1,806.93	1,836.91	1,868.10	1,939.09
	Hourly		15.61	15.88	16.13	16.40	16.68	17.31
				1.71%	1.62%	1.66%	1.70%	3.80%
FD -04	Annual		\$47,485.14	\$48,303.29	\$49,125.85	\$50,006.04	\$50,992.11	\$52,937.08
Captain	Pay Period		1,826.35	1,857.82	1,889.46	1,923.31	1,961.24	2,036.04
	Hourly		16.31	16.59	16.87	17.17	17.51	18.18
				1.72%	1.70%	1.79%	1.97%	3.81%
FD -05	Annual		\$50,397.43	\$51,496.30	\$52,567.33	\$53,670.67	\$54,806.64	\$56,007.28
Crew Chief	Pay Period		1,938.36	1,980.63	2,021.82	2,064.26	2,107.95	2,154.13
	Hourly		17.31	17.68	18.05	18.43	18.82	19.23
				2.18%	2.08%	2.10%	2.12%	2.19%
FD -06	Annual		\$63,019.93	\$64,449.21	\$65,915.88	\$67,420.13	\$68,962.96	\$70,545.34

Fire Marshal	Pay Period		2,423.84	2,478.82	2,535.23	2,593.08	2,652.42	2,713.28
	Hourly		21.64	22.13	22.64	23.15	23.68	24.23
				2.27%	2.28%	2.28%	2.29%	2.29%

IN WITNESS THEREOF, the parties have hereunto set their hands this ____ day of June, 2020.

THE CITY OF DURANT, OKLAHOMA

BY _____
Oden Grube, Mayor

ATTEST:

Cynthia Price, City Clerk

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 3061 AFL-CIO/CLC

BY _____
Cliff Wilson, President

ATTEST:

Jay Bergner, Secretary

APPROVED as to form:

Tom Marcum, City Attorney



The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From: John R Dean, City Manager

Re: Consider Approval of Resolution 2020-28 extending the state of emergency due to the COVID-19 pandemic until August 12, 2020.

This resolution provides that we continue to follow state guidance on the COVID-19 pandemic effective until August 12, 2020.

Council Information / Action Requested

Staff recommends approval of Resolution 2020-28.

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

ATTACHMENTS:

Description

Resolution 2020-28

Type

Cover Memo

Upload Date

7/8/2020

RESOLUTION NO. 2020-28

A RESOLUTION TO EXTEND THE STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC; ESTABLISHING PUBLIC MEETING PRACTICES FOR CITY COUNCIL, AUTHORITIES, TRUSTS, COMMISSIONS, ADVISORY BOARDS AND COMMITTEES OF THE CITY OF DURANT; DIRECTING THE CITY MANAGER TO NOT ISSUE PERMITS FOR EVENTS WITH CERTAIN LIMITATIONS; AUTHORIZING THE CITY MANAGER TO ADJUST OPERATIONS AND SERVICES IN RESPONSE TO COVID-19 AS NECESSARY; AND FOLLOW THE STATE OPEN UP AND RECOVER SAFELY THREE-PHASE APPROACH.

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared the coronavirus COVID-19 disease to be a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the COVID-19 virus pandemic; and

WHEREAS, on March 15, 2020, the Governor of the State of Oklahoma has declared an emergency caused by the impending threat of COVID-19 to the people of this State and the public's peace, health and safety; and

WHEREAS, the Centers for Disease Control (CDC) has advised certain American cities and counties to limit public gatherings of 10 people; and

WHEREAS, health professionals and researchers have determined that COVID-19 is spread by human contact and interaction, and that avoidance of human contact through methods such as social distancing is believed to stop or slow the spread of COVID-19; and

WHEREAS, the spread of COVID-19 is a disaster threatening or resulting in the death or injury of persons in the City of Durant to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare; and

WHEREAS, Title 11 of the Oklahoma State Statutes, Section 22-120 provides for Public Health, Hospitals, and Quarantine; and

WHEREAS, on March 20, 2020 the Mayor issued a Proclamation declaring the existence of a civil emergency in the City of Durant to protect the public health, safety and welfare; and

WHEREAS, on March 31, 2020 the City Council of Durant adopted Ordinance 1900 establishing the Durant Emergency Task Force; and

WHEREAS, the Governor of the State of Oklahoma has amended the emergency declaration of March 15, 2020 caused by the threat of COVID-19 to the people of this State and the public's peace, health and safety which remains in effect; and

WHEREAS, the Governor of the State of Oklahoma began implementing the "Open Up and Recover Safely" (OURS) a three-phase approach to open Oklahoma's economy starting April 24, 2020; and

WHEREAS, the Governor of the State of Oklahoma revised the "Open Up and Recover Safely" (OURS) a three-phase approach to open Oklahoma's economy on May 28, 2020; and

NOW THEREFORE, BE IT RESOLVED by the Durant City Council as follows:

1. A state of emergency continues to exist within the City of Durant.
2. This state of emergency shall remain in effect within the City of Durant until 10:00 a.m. on Wednesday, August 12, 2020, when the pandemic emergency will be reassessed.
3. All social events or social gatherings in or on a City-owned or City operated facilities or property, are required to follow social distancing guidelines until the expiration of this state of emergency; and
4. The City Manager shall neither issue special event permits nor other permits that do not allow for social distancing for any public or private event until the expiration of this state of emergency. Other adjustments may be made by the City Manager to the administrative operations of city facilities and services.
5. Meetings of all City of Durant authorities, commissions, and trusts may be held via video or tele conferencing at City Hall. All meetings of the Durant City Council, Durant City Utilities Authority, and Durant Airport Authority will be conducted as scheduled but may be conducted by video conferencing in accordance with the Open Meetings Act. Meetings will remain open to the public but steps will be taken to ensure social distancing of attendees. Open public body meetings will be broadcast live in accordance with the Open Meeting Act. All meetings conducted via video or tele conferencing shall be conducted in accordance with the Open Meeting Act. All Advisory Board and committee meetings may be held but must practice social distancing.
6. Durant Municipal Court dockets shall continue. Steps will continue to be taken to ensure social distancing of attendees.
7. All in-person social gatherings shall follow the social distancing procedures and protocols.
8. The City of Durant will continue to follow the State of Oklahoma “Open Up and Recover Safely” (OURS) approach as implemented by the State of Oklahoma.

PASSED AND APPROVED this 14th day of July, 2020 by the Durant City Council.

Approved: _____
Oden Grube, Mayor

Attest: _____
Cynthia J. Price, City Clerk



The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From: John Dean, City Manager Curtis Armor & Stephanie Gardner

Re: Consider Approval to Support a Proposal for Additional Lighting in the Downtown Business District.

Curtis Armor and Durant Main Street have proposed to place additional lighting in the Downtown Business District. The request was made to the Durant Tourism Economic Development Authority on July 8th, 2020 for funding the initial phase of the project. The DTEDA tabled the item pending a legal opinion on the Authorities ability to fund the project.

The Authority did like the idea and even asked them to look at expanding the initial area to be covered in the project.

The estimated annual electricity cost to the City is less than \$600.

Council Information / Action Requested

Staff recommends that City Council approve supporting this project.

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

ATTACHMENTS:

Description	Type	Upload Date
Downtown Lighting Proposal	Cover Memo	7/9/2020

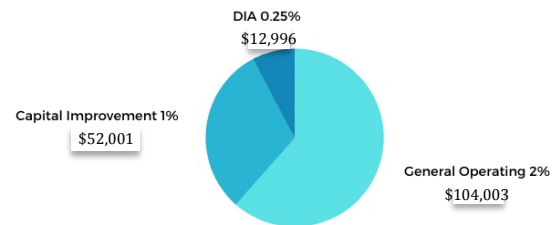
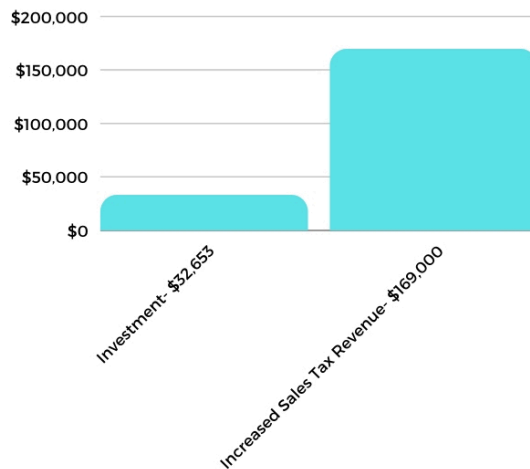
*Downtown Durant
Lighting Project*

SALES TAX PROJECTION

We believe installing string lights in Downtown Durant will enhance the ambience and safety, attract tourists, and result in a higher number of customers shopping, dining, and staying longer in our small businesses in the evenings and on the weekends. The additional revenue from patrons will benefit the City of Durant with increased sales tax revenue and produce a return on investment in one year.

\$32,653
investment

\$169,000
*sales tax revenue
increase over 5 years*



- 200 additional patrons per week
- Spending \$100 each= \$20,000
- \$20,000 x 3.25% City sales tax= \$650
- \$650 x 52 weeks= \$33,800 per year
- \$33,800 x 5 years= \$169,000





Texoma Mfg., LLC

P.O. Box 1940

Durant, Ok 74702

Estimate

Date	Estimate #
7/7/2020	598

Name / Address
Durant Main St Stephanie Gardner P.O. Box 928 Durant, OK 74702

			Project
Description	Qty	Cost	Total
12" x 12" x 20' light poles, wrap in wood print	1	17,700.00	17,700.00
Edison bulb string lights, 1500ft, with support cable	1	4,953.00	4,953.00
Installation	1	10,000.00	10,000.00
Light come with a 1 year manufacturer warranty			
STATE & LOCAL SALES TAX		9.375%	0.00
		Total	\$32,653.00

Customer Signature _____

Downtown Durant Lighting Project Cost Estimates

Recurring Annual Costs:

Item	Cost	Notes
Electricity	\$525.60	2 watts per bulb x 50 bulbs per strand= 100 watts per strand x 15 strands= 1,500 watts 1,500 x .001= 1.5 kilo-watt hour x 8 hours per day= 12 x365 days= 4,380 x \$0.12= \$525.60
Replacement Bulbs	N/A	\$1.45 each x 750 bulbs= \$1,087.50 LED bulbs last 30,000 hours and would need to be replaced approximately every 10 years.
TOTAL	\$525.60	



The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From: John R Dean, City Manager

Re: Consider Approval of Ordinance 1910 Amending the Code of Ordinances of the City of Durant, Section 110.018, Expiration; Collection; License Issued and Declaring an Emergency.

A. Consider SECTION 1. ENACTMENT.

B. Consider SECTION 2. EMERGENCY CLAUSE.

Due to COVID-19 staff would like to change the date business licenses expire. This section of the Code as far as staff can determine has never been enforced. It was scheduled to be implemented when the Pandemic began. However, we have chose to not begin the enforcement of this section due to the impact that COVID-19 responses had on businesses in the City.

Council Information / Action Requested

Staff recommends approval of Ordinance xxxx.

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance 1910	Cover Memo	7/8/2020

ORDINANCE NO. 1910

AN ORDINANCE OF THE CITY OF DURANT, OKLAHOMA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DURANT, OKLAHOMA, SECTION 110.018 AND DECLARING AN EMERGENCY

WHEREAS, the City of Durant adopted Ordinance 1153 which established an occupation and license tax that fixed, levied, assessed and taxed against the trades, businesses, occupations, vocations, professions and callings, engaged in or operated within the corporate limits of the city an occupation tax, to be paid in advance; and

WHEREAS, the Council seeks to modify the expiration date of such licenses,

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

SECTION 1. ENACTMENT.

That the Code of Ordinances, Section 110.018 currently reads as follows:

§110.018 Expiration: Collection: License Issued

All occupation and license taxes regulated by this chapter, except those issued for one day, shall expire annually on the last day of May next following the same are issued. Unless otherwise herein provided, no license shall be issued until the amount prescribed therefore shall have been paid. Fees and taxes provided for herein shall be collected by the City Clerk, and licenses shall be issued by the City Clerk.

That the Code of Ordinances, Section 110.018 is amended to read as follows:

§110.018 Expiration: Collection: License Issued

All occupation and license taxes regulated by this chapter, except those issued for one day, shall expire annually on the last day of ~~May~~ December next following the same are issued. Unless otherwise herein provided, no license shall be issued until the amount prescribed therefore shall have been paid. Fees and taxes provided for herein shall be collected by the City Clerk, and licenses shall be issued by the City Clerk.

SECTION 2. 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, as provided by law.

PASSED AND APPROVED this 14th day of July, 2020, with the Emergency Clause passed separately.

CITY OF DURANT

Oden Grube, Mayor

ATTEST:

Cynthia J. Price, City Clerk



The City of Durant

Public Works Director

Memorandum

Date: 7/8/2020
To: Mayor and City Council
From: Marty Cook - Public Works Director
Re: Consideration To Approve Professional Services Agreement No. DU-19-03b To Wall Engineering Firm (C-2020-41) For Engineering Services Related To The U.S. Department of Interior-Bureau of Reclamation WaterSMART Water and Energy Efficiency Grant (WEEG) Program R19AP00124 for a City-Wide AMR Smart Meter Conversion and Advanced Metering Infrastructure Project (C-2020-18) Contingent Upon Legal Council Review

We have Requested for Qualifications for Engineering Services for the City Wide AMR/AMI Project per Federal Guidelines. We received a Statement of Qualifications from two engineering firms and conducted interviews with both firms with a set of criteria to show their individual experience and knowledge of the project based on their past history. We have selected Wall Engineering based on these criteria and recommend proceeding with Wall Engineering for this project.

Council Information / Action Requested

Approve

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

ATTACHMENTS:

Description	Type	Upload Date
DU-19-03b	Cover Memo	7/8/2020
Wall SOQ	Cover Memo	7/8/2020
MacArthur SOQ	Cover Memo	7/9/2020
RFQ	Cover Memo	7/8/2020

WORK ORDER FOR PROFESSIONAL SERVICES

CITY OF DURANT OKLAHOMA

WORK ORDER NUMBER DU-19-03b

AMR/AMI METER REPLACEMENT

This will constitute authorization by CITY OF DURANT, OKLAHOMA (Owner) for WALL ENGINEERING, LLC (Engineer) to proceed with the outlined scope of services as defined below in accordance with "EJCDC Agreement for Engineering Services – Work Order Addition" previously approved by Owner.

PROJECT: AMR/AMI METER REPLACEMENT

- Participate in meetings with the Owner and other entities as required to define the exact project requirements
- Prepare Specifications based on project requirements
- Obtain approval of Specifications from Owner and other entities as required
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare Contract documents, coordinate contract execution and conduct preconstruction conference.
- Provide construction oversight services including review of contractors work, approving contractors pay estimates, review change order requests, and be the final judge of acceptance of the work performed by the contractor.
- Provide Construction Inspection Services
- Conduct Final Inspection and Project Closeout

For performing the engineering services described, the Engineer is to be paid based on a lump sum basis the fee of \$300,656 based on percent complete in accordance with the attached approved cost estimate.

The fee will be paid based on % complete and divided into the following phases:

Preliminary Engineering, Data Collection & Engineering Design / Specs	50%
Contract Documents, Bidding, Procurement, Construction Oversight	10%
Project Close-Out & As-Built Drawings	40%

APPROVED:

CITY OF DURANT, OKLAHOMA

By: _____
Mayor

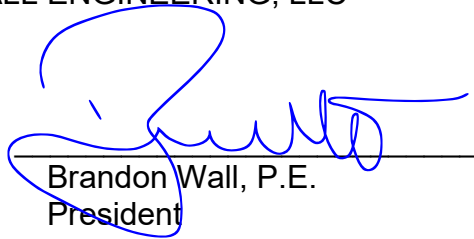
ATTEST:

City Clerk

Date: 07/14/20

ACCEPTED:

WALL ENGINEERING, LLC

By: _____
Brandon Wall, P.E.
President

Wall Engineering
City of Durant
AMR/AMI Meter System
Budget Estimate - March 12, 2019

MATERIALS COSTS				
ITEM	UNIT	QTY	UNIT COST	AMOUNT
5/8" - 3/4" Water Meter	EA	5260	\$ 230.00	\$ 1,209,800.00
1" Water Meter	EA	233	\$ 344.00	\$ 80,152.00
1.5" Water Meter	EA	7	\$ 596.00	\$ 4,172.00
2" Water Meter	EA	443	\$ 783.00	\$ 346,869.00
3" Water Meter	EA	10	\$ 2,081.00	\$ 20,810.00
4" Water Meter	EA	19	\$ 2,378.00	\$ 45,182.00
6" Water Meter	EA	21	\$ 3,819.00	\$ 80,199.00
8" Water Meter	EA	3	\$ 8,822.00	\$ 26,466.00
10" Water Meter	EA	3	\$ 10,980.00	\$ 32,940.00
Protocol Encoder and Equipment for 3"-10" Meters	LS	1	\$ 22,431.00	\$ 22,431.00
Misc Components (Box, Riser, Parts, Etc)	LS	1	\$ 177,560.00	\$ 177,560.00
Fixed Based Network System Components	LS	1	\$ 126,550.00	\$ 126,550.00
System Integration, Software & Hosting (including installation)	LS	1	\$ 16,600.00	\$ 16,600.00
Total Estimated Materials Cost				\$ 2,189,731.00

LABOR COSTS (ESTIMATE ONLY - TO BE BID OUT)				
ITEM	UNIT	QTY	UNIT COST	AMOUNT
Mobilization, Insurance and Bonding	L.SUM.	1	\$ 55,450.00	\$ 55,450.00
5/8" - 3/4" Water Meter	EA	5260	\$ 48.00	\$ 252,480.00
1" Water Meter	EA	233	\$ 48.00	\$ 11,184.00
1.5" Water Meter	EA	7	\$ 242.00	\$ 1,694.00
2" Water Meter	EA	443	\$ 242.00	\$ 107,206.00
3" Water Meter	EA	10	\$ 396.00	\$ 3,960.00
4" Water Meter	EA	19	\$ 503.00	\$ 9,557.00
6" Water Meter	EA	21	\$ 711.00	\$ 14,931.00
8" Water Meter	EA	3	\$ 1,021.00	\$ 3,063.00
10" Water Meter	EA	3	\$ 2,021.00	\$ 6,063.00
Misc Components (Box, Riser, Parts, Etc)	LS	1	\$ 238,470.00	\$ 238,470.00
Fixed Based Network System Components	LS	1	\$ 112,775.00	\$ 112,775.00
Total Estimated Labor Cost				\$ 816,833.00

PROFESSIONAL AND ADMINISTRATIVE FEES	
Engineering & Construction Oversight (10%)	\$ 300,656.00
Financial Advisor & Bond Council (1.5%)	\$ 31,618.00
Total Estimated Professional & Administrative Fees	\$ 332,274.00

TOTAL ESTIMATED PROJECT COSTS	
Materials	\$ 2,189,731.00
Estimate Labor (Pendng Bidding)	\$ 816,833.00
Professional Fees & Soft Costs	\$ 332,274.00
Construction Contingency (10.0%)	\$ 300,657.00
Total Estimated Project Cost	\$ 3,639,495.00

WALL ENGINEERING, LLC
PO Box 1457
Durant, OK 74702
Ph: 580-317-4104 Fax: 580-317-4190

July 7, 2020

Marty Cook, PW Director
City of Durant
P.O. Box 578
Durant, Oklahoma 74702

RE: Engineering Services SOQ
Bureau of Reclamation Financial Assistance Grant
City-Wide AMR Conversion & AMI Project

Mr. Cook:

Per the RFQ Packet forward by your office please find attached the following fully meeting the requirements of the RFQ:

1. Project Understanding & Approach
2. Proposed Project Schedule
3. Qualifications of the Engineer
4. Description of Additional Services

Attachment 1 – Proposal Affidavit
Attachment 2 – Project Schedule

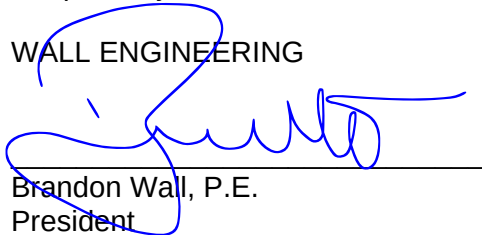
This response will provide an overview of our qualifications for the project. Additional specific information can be provided at your request or during the interview phase.

If you have any questions or need any additional information please contact me on my cell phone at (580) 931-7998.

Thank you for this opportunity.

Respectfully,

WALL ENGINEERING



Brandon Wall, P.E.
President

cc: Project File: Durant AMR/AMI

I. Project Understanding & Approach

The City of Durant has been awarded a grant from the Bureau of Reclamation for improvements to their water system. Specifically, the grant will pay for the upgrade to the water meter systems and replacement of components to an AMI meter system.

Wall Engineering has worked with the City on this project putting together preliminary information together and has an intimate understanding of the project's nature and requirements. This has been an on-going project which we have been involved with for a number of years.

If selected, our project approach will be to commit all the resources required to meet the City's tight schedule and at the same time meet the overall needs of the project. We have staff ready and waiting to begin.

II. Project Schedule

We have prepared a preliminary schedule (see attachment 2.) We are committed to meeting the schedule expectations and have adequate staffing available to make this possible.

III. Qualifications

Wall Engineering is uniquely qualified for this project based not only on our knowledge of the City's water system, but also on our extensive background and experience with federally funded Projects and the City of Durant.

Brandon Wall, P.E. has completed over 100 projects for the City of Durant in the past fifteen (15) years. Included in these projects are numerous state and federally funded projects. Projects, in the past five (5) years include:

1. Southeastern Elevated Water Storage Tank & Treated Water Main
2. Airport Elevated Water Storage Tank Rehabilitation
3. Eagle Suspension Infrastructure Improvements
4. Country Club Road Widening
5. SCADA Water System Improvements
6. 1st & Arkansas Elevated Water Storage Tank Rehabilitation
7. CMC Proposed Industrial Utility Extensions
8. SteelFab Utility Improvements
9. Tubacex Utility Improvements
10. WWTP Belt Filter Press Improvements

Wall Engineering has also completed over thirty (30) projects involving meter infrastructure and is also currently underway or recently completed the following projects just in the past eighteen (18) months:

1. City of Stigler AMR/AMI Upgrade – Construction completed 2020
2. City of Elmore City AMR/AMI Upgrade – Construction completed 2020
3. City of Cleveland AMR/AMI Upgrade – Construction completed 2019
4. City of Atoka AMR/AMI Upgrade – Under construction

5. City of Hugo ARM/AMI Upgrade – Awaiting funds release for construction
6. City of Seminole AMR/AMI Update - Planning

References for these projects include:

- | | |
|--|----------------|
| 1. Leah Savage, Acting City Manager, City of Hugo | (580) 326-2722 |
| 2. Joel Taylor, City Manager, City of Antlers | (580) 298-5635 |
| 3. Joey Angel, City Manager, City of Atoka | (580) 889-3341 |
| 4. Steve Saxon, City Manager, City of Seminole | (405) 382-4330 |
| 5. Ronnie Parent, Mayor, City of Spiro | (918) 774-4171 |
| 6. Bobby Mouser, City Manager, City of Stigler | (918) 967-2164 |
| 7. James Frizell, City Manager, City of Pauls Valley | (405) 238-6300 |

IV. Additional Services

Wall Engineering is capable of providing any additional services required for this project either directly through our Firm or in partnership with other firms. For this project, it is anticipated the following services will be required:

<u>Service</u>	<u>Firm Providing</u>
1. CAD Drafting	Wall Engineering
2. Resident Inspection	Wall Engineering
3. Cost Estimating	Wall Engineering
4. Survey (if Required)	Page Survey, Durant, OK

ATTACHMENT I – PROPOSAL AFFIDAVIT

CERTIFIED SUBMISSION OF QUALIFICATIONS AFFIDAVIT

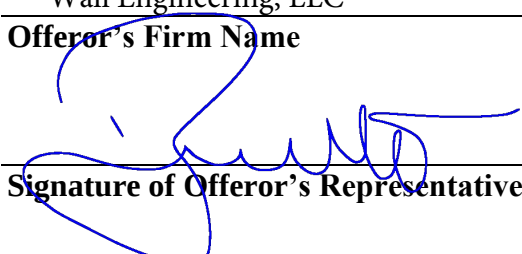
On behalf of the **Offeror** I, Brandon Wall, P.E., of lawful age, being duly sworn upon oath, certify:

That I am authorized to submit this **Statement of Qualification in** response to the **Request for Qualifications** on behalf of the **Offeror**.

- A. That I or any member of my firm have not paid, given or donated or agreed to pay, give or donate to the **City of Durant** or any officer or employee of the **City of Durant** any money or other things of value, including any special consideration, either directly or indirectly, in seeking to procure this contract.
- B. That there has been no attempt by the **Offeror** to discourage any potential **Offeror** from submitting a **Statement of Qualifications**.
- C. That I have read and understand all of the information in this **Request for Qualifications**, including the information on the program to be administered.
- D. That the **Offeror** and any individuals to be assigned to the work do not have a record of substandard work.
- E. That the **Offeror** will, if awarded a contract, administer the contract in accordance with all applicable state and federal rules and regulations.

Dated this 7th day of July, 2020.

Wall Engineering, LLC
Offeror's Firm Name


Signature of Offeror's Representative

Brandon Wall, P.E., President
**Printed Name & Title
of Individual Signing**

ATTACHMENT II – SCHEDULE

City of Durant
Bureau of Reclamation AMR/AMI Improvements
Updated 07/07/20

Task Item	Begin	End
RFQ Submission	7/7/2020	7/7/2020
Interview	7/10/2020	7/20/2020
Engineering Selection by City Council	8/11/2020	8/11/2020
Work Order Approval by City Council	8/11/2020	8/11/2020
Final City Scoping & Equipment Reviews	8/17/2020	9/4/2020
Specification & Bidding Doc Preparation	9/7/2020	10/2/2020
Bidding	10/8/2020	10/29/2020
Bid Awarded - By City Council	11/10/2020	11/10/2020
All funding approved, released and in place	11/10/2020	11/10/2020
Contracting and Procurement	11/11/2020	11/27/2020
Construction	12/7/2020	12/30/2021
Punch List & Systems Integration	1/2/2022	2/11/2022
Startup, Testing & Closeout	2/14/2022	2/25/2022
Project Completion	2/28/2022	



JULY 8, 2020

CITY OF DURANT
ENGINEERING SERVICES SOQ
BOR #R19AP00124 PROJECT

SUBMITTED TO:
CYNTHIA PRICE, CITY CLERK
CITY OF DURANT
300 WEST EVERGREEN
DURANT, OKLAHOMA 74701

SUBMITTED BY:
MACARTHUR ASSOCIATED CONSULTANTS
25 NW 146TH STREET
OKLAHOMA CITY, OKLAHOMA 73013

July 8, 2020

City Clerk Office
City of Durant
300 West Evergreen
Durant, Oklahoma 74701

ATTN: Consultant Selection Committee

RE: Engineering Services SOQ BOR #R19AP00124 Project

Dear Respected Selection Committee,

The City of Durant can rely on MacArthur Associated Consultants, LLC (MAC) to provide professional, client-focused services. Your needs will be satisfied based on the MAC founding principles of trust, integrity, and unparalleled customer service.

WHY CHOOSE THE MAC TEAM?

TRUST

The Oklahoma community has trusted MAC to assemble qualified and responsive personnel with experience in engineering and the preparation of construction plans for nearly 45 years! The entirety of our team are active members within the State of Oklahoma. Therefore, we understand its character and value, setting us apart from our competitors. ***Our dynamic team looks forward to working as an extension of your staff.***

INTEGRITY

Through our knowledge of your standards, procedures, and expectations, the MAC team will provide innovative solutions and give your project the time and attention it deserves. We understand the need to connect Oklahoma's diverse communities and its travelers. Here are several similar projects the MAC team has designed:

- Mike Monroney Aeronautical Center (MMAC) Water Meter Installation - City of Oklahoma City
- 72-Inch Atoka Pipeline Raw Water Transmission Line - City of Oklahoma City
- Replacement of Fire Water Main at B2121, B2222 and B2136 - US Army Corps of Engineers
- ARINC South Ramp Expansion - Gardner Tanenbaum Group
- Will Rogers World Airport Eastside Development Utilities - Oklahoma City Airport Trust
- North Canadian Mid-Urban Sanitary Sewer Relief Line - City of Oklahoma City

CUSTOMER SERVICE

We see your vision for our state because it is the same future we imagine for Oklahoma. We are honored to continue to serve our community. We work here, we live here, we love here!

Thank you for taking the time to review our qualifications and consider our interest. We look forward to the next step in the consultant selection process. If you have any questions regarding the information provided, please contact me at (405) 848-2471 or kangier@macokc.com.

Respectfully submitted,



Keith Angier, PE - Vice President
MacArthur Associated Consultants, LLC

BOR #R19AP00124 PROJECT

*WE ARE STRIVING TO HELP SHAPE OUR COMMUNITY'S FUTURE
AND BECOME A TOP-10 STATE IN TRANSPORTATION*

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PROJECT SCHEDULE	06
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SOQ AFFIDAVIT	15
ADDITIONAL SERVICES	16-22

We love what we do, and we have fun doing it!

ABOUT **MAC**

MacArthur Associated Consultants, LLC (MAC)
25 NW 146th Street, Oklahoma City, OK 73013
(405) 848-2471 , www.macokc.com



MAC is a community of 35 professionals with big bold ideas. We support our employees with the resources and education they need in order to provide our clients with civility and confidence. The MAC team is encouraged and inspired to dream fully and never be satisfied with the status quo.

Serving public and private entities, MAC is proud of our role in the movement of people and products safely and efficiently through the State of Oklahoma and surrounding areas. Our Transportation Division is personally overseen by our President, Sam Pappas, PE and Vice President, Keith Angier, PE. As long-time active citizens of the Sooner State, Sam and Keith are personally invested in seeing these projects finished on-time, within budget, and yielding only the highest quality of results.

SERVICES

- Transportation Engineering
- Structural Design
- Land Surveying
- Hydrology/Hydraulics
- Program Management
- Civil Site Design
- Water/Wastewater
- Airport Planning and Design
- Military Planning and Design
- Environmental
- Quality Control
- Public Works

PROJECT UNDERSTANDING

The City of Durant was awarded a Bureau of Reclamation grant to upgrade the existing water meter system to include both Automated Meter Reading (AMR) as well as Advanced Metering Infrastructure (AMI) throughout the City.

These upgrades will include adding AMT technology to the existing water meter system to allow walk-by data collection by utility personnel. The data system may be upgraded to drive-by systems where appropriate.

There will be opportunities to employ the Advanced Metering Infrastructure or AMI in portions of the City. This system could allow for more automatic data collection via a fixed data network transmitting directly to the utility department.

PROJECT APPROACH

MAC will evaluate the existing inventory of water meters with the City staff to identify areas that are suitable for each type of system. These areas will be analyzed for constraints and system restrictions that could prevent accurate data collection.

Each of the existing meters will be located and either identified by street address or GPS to allow proper location in the field for contractor replacement or upgrade.

Bid documents, including performance-based specifications and standard installation details, will be developed to allow for the competitive bidding of each system. MacArthur will provide assistance to City staff to advertise, review, and recommend award to the successful bidder.

Construction administration, including the review of material submittals and the observation of the individual installation, will be provided as necessary and determined by City staff.

PROJECT SCHEDULE



CITY OF DURANT



PROPOSED SCHEDULE

Notice to Proceed Issued	TBD
Data Collection (Existing Inventory)	30 Days/30 Days
System Analysis and recommendations	45 Days/75 Days
City Review and Acceptance	15 Days/90 Days
ODEQ Permit Application	15 Days/105 Days
Prepare Bid Documents	45 Days/150 Days
ODEQ Permit Issued	30 Days/145 Days
Advertise for Bid	15 Days/160 Days

MIKE MONRONEY AERONAUTICAL CENTER (MMAC) WATER METER INSTALLATION



OKLAHOMA CITY, OKLAHOMA CITY OF OKLAHOMA CITY

- Full Conversion to a Retail System
- 2 Phase Project
- Field Inspections
- Report of Existing Water Meters
- Cost Estimation

CLIENT REFERENCE

Larry Hare, PE
Raw Water Design Manager
City of Oklahoma City Utilities Department
420 W. Main, Suite 500
Oklahoma City, Oklahoma 73102
(405)297-3681

72-INCH ATOKA PIPELINE RAW WATER TRANSMISSION LINE



TINKER AFB, OKLAHOMA US ARMY CORPS OF ENGINEERS - TULSA DISTRICT

- 12.7 Mile Segment
- Coordination with OCWUT, System Engineer and Property Owners
- Coordination of Geotechnical, Corrosion
- Protection and Utility Locate Investigations
- Project Specific CAD and Design Standards
- Full-time inspection services
- Constructability reviews

CLIENT REFERENCE

Larry Hare, PE
Raw Water Design Manager
City of Oklahoma City Utilities Department
420 W. Main, Suite 500
Oklahoma City, Oklahoma 73102
(405)297-3681

REPLACEMENT OF FIRE WATER MAIN AT B2121, B2222 AND B2136



TINKER AFB, OKLAHOMA

US ARMY CORPS OF ENGINEERS - TULSA DISTRICT

- Over 4,000 Linear Feet of New 12" Water Main
- Over 800 Linear Feet of New 8" Waterline
- 11 Building Connections
- Completed On-Time

CLIENT REFERENCE

James Braghini
US Army Corps of Engineers
Tinker AFB Resident Office
Building 412, Door 5
5th Street
Tinker AFB, Oklahoma 73145
(405)739-3215

ARINC SOUTH RAMP EXPANSION



OKLAHOMA CITY, OKLAHOMA

GARDNER TANENBAUM GROUP

- 8" Fire Line Relocated
- Relocated Fire Hydrants Around New Apron
- Provided Paving and Drainage
- Utility Relocation Coordination
- City of Oklahoma City Coordination

CLIENT REFERENCE

John Storms
Planning and Development
Oklahoma City Department of Airports
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159
(405)316-3200

WILL ROGERS WORLD AIRPORT EASTSIDE DEVELOPMENT UTILITIES



OKLAHOMA CITY, OKLAHOMA OKLAHOMA CITY AIRPORT TRUST

- Two-Mile Extension of 16" Waterline
- Two-Mile Extension of 8" Sewer Line
- Public Utility Master Planning Study & Report
- Recommendations for Future Utilities to Serve Airport's Eastside Development Plan

CLIENT REFERENCE

John Storms
Planning and Development
Oklahoma City Department of Airports
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159
(405)316-3200

NORTH CANADIAN MID-URBAN SANITARY SEWER RELIEF LINE



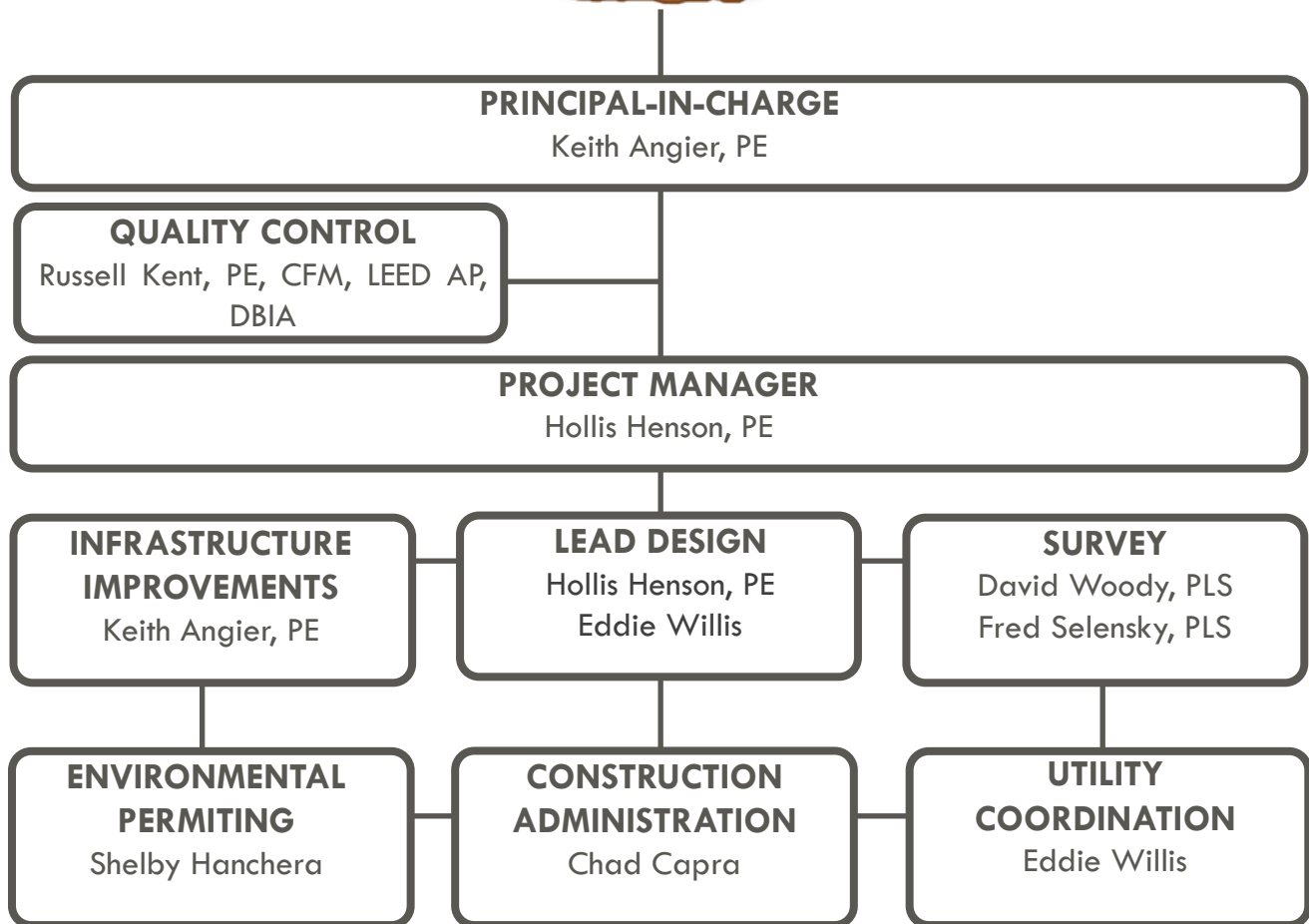
OKLAHOMA CITY, OKLAHOMA CITY OF OKLAHOMA CITY

- Coordination with On-Going Development
- Public Meetings and Coordination with property owners
- Floodplain Identification
- Right-of-Way
- ODEQ Permitting
- Constructability Reviews

CLIENT REFERENCE

Crystal Kowalik
Oklahoma City Water Utilities Trust
420 West Main Street, Suite 500
Oklahoma City, Oklahoma 73102
(405) 297-3548
crystal.kowalik@okc.gov

PROJECT TEAM





KEITH ANGIER, PE

PRINCIPAL-IN-CHARGE

EDUCATION

1992 | University of Central Oklahoma
1989 | Rose State College
1985 | University of Oklahoma
1983 | Oklahoma State University
1980 | Oklahoma State University Technical Institute

PROFESSIONAL REGISTRATIONS

Oklahoma | 1993 | Professional Engineer | 17097

PROFILE

At the young age of 14, Keith Angier, PE, learned the value of hard work and the importance of establishing strong relationships through his job as an amusement ride operator. Driven by his joy of puzzle-solving and collaborating with a team to implement solutions, he became a licensed Oklahoma Professional Engineer in 1993. Keith joined the MAC Team in 1997 as a Project Engineer and eventually became Vice-President in 2001. Mr. Angier is responsible for business development, client relations, and design oversight; he specializes in project management, transportation design, open-channel hydraulic analysis, and roadway drainage systems for public and private clients.

PROJECT EXPERIENCE

- **72" Atoka Pipeline Raw Water Transmission Line | Oklahoma City, Oklahoma | City of Oklahoma City**
- **I-40 Crosstown Realignment | Oklahoma County, Oklahoma | Oklahoma Department of Transportation**
- **30-Inch Water Main Improvements | Oklahoma City, Oklahoma | City of Oklahoma City**



HOLLIS HENSON, PE

PROJECT MANAGER | LEAD DESIGN | HYDRAULICS

EDUCATION

Master of Science | 2011 | Civil Engineering | University of Oklahoma
Bachelor of Science | 2009 | Civil Engineering | University of Oklahoma

PROFESSIONAL REGISTRATIONS

Oklahoma | 2015 | Professional Engineer | 27715

PROFILE

Hollis Henson, PE worked as a CAD technician for seven years while going to school to complete his degree. Upon graduating with his Bachelor of Science in Civil Engineering in 2009, Hollis pursued his graduate school full time and completed his master's in science in civil engineering 2011. In 2013, Hollis joined the MAC Team to work as a design engineer on roadway and highway projects. His expertise is in roadway geometrics, open-channel hydraulics, and Inroads.

PROJECT EXPERIENCE

- **72" Atoka Pipeline Raw Water Transmission Line | Oklahoma City, Oklahoma | City of Oklahoma City**
- **North Canadian Mid-Urban Sanitary Sewer Relief Main | Oklahoma City, Oklahoma | City of Oklahoma City**
- **Deep Fork Drainage Study | Oklahoma City, Oklahoma | City of Oklahoma City**



RUSSEL KENT, PE, CFM, LEED AP, DBIA

QUALITY CONTROL

EDUCATION

Master of Science | Civil Engineering | 2008 | University of Sheffield
Bachelor of Science | Civil Engineering | University of Sheffield
(University of Oklahoma | 2006-2007)

PROFESSIONAL REGISTRATIONS

Oklahoma | 2014 | Professional Engineer | 27316
Texas | 2014 | Professional Engineer | 116906
LEED Accredited Professional | 2013 | 10306709
Designated Design Build Professional | 2015
Certified Floodplain Manager | 2014 | OK1400018
ADA Compliance Certificate | 2014 | City of Oklahoma City

PROFILE

Russell Kent, PE, believes that focusing on your goals brings rewards. While attending college, Russell cleaned hotel rooms each morning, served as a ski instructor in the afternoon, and worked at a restaurant at night. He did this while simultaneously working to obtain his Master of Science in civil engineering from the University of Sheffield. Russell is a registered Professional Engineer in the states of Oklahoma and Texas. He is also a Certified Flood Plain Manager, a LEED Accredited Professional and certified by the Design-Build Institute of America. He enjoys visualizing projects and watching them evolve from design through construction. Serving both public and private clients as a specialist in project management, hydraulic design and military standards, ADA Design, and more.

PROJECT EXPERIENCE

- Replace Fire Water Main at B2121, B2222, and B2136 | Tinker Air Force Base, Oklahoma | US Army Corps of Engineers
- Deep Fork Drainage Study | Oklahoma City, Oklahoma | City of Oklahoma City
- On-Demand Hydrology and Hydraulic Studies | Various Locations, Oklahoma | Oklahoma Department of Transportation



SHELBY HANCHERA

ENVIRONMENTAL

EDUCATION

Bachelor of Science | 2014 | Natural Resource Management/Biology | Grand Valley State University

PROFILE

Shelby Hanchera graduated from Grand Valley State University in Allendale, Michigan in 2014 with a Bachelor of Science in Natural Resource Management and Biology. Shelby spent two summers with Muskegon State Park as an Explorer Guide before moving to Oklahoma to be an Environmental Specialist for the Bureau of Indian Affairs. She has now joined the MacArthur Team as an Environmental Specialist providing services such as NEPA, 404 Permitting, endangered species, NHPA compliance, and more.

PROJECT EXPERIENCE

- NW Expressway Pedestrian Bridge at West Wilshire Blvd. | Oklahoma City, Oklahoma | City of Oklahoma City
- Greenway Trail Along the Oklahoma River | Oklahoma City, Oklahoma | City of Oklahoma City
- Runway Rehab and Electrical Work at Carlton Landing Airport | Pittsburg Co., Oklahoma | Office of Management and Enterprise Services, Oklahoma Aeronautic Commission



EDDIE WILLIS

LEAD DESIGN | UTILITY COORDINATION

SKILLS

MicroStation
AutoCAD
In-Roads Design
(Using Storm and Sanitary)

PROFILE

Eddie Willis serves as the Utility Coordinator for the MAC Team with over 32 years of experience with coordinating, identifying, and verifying utilities. Eddie also has vast experience as a Civil Designer specializing in utilities, sanitary, sewer, water, storm sewer and site-design. Eddie is proficient with MicroStation, AutoCAD platforms and In-Roads Design software. His experience has expanded to include survey technician efforts on numerous projects around the state including the compilation and verification of easement and right-of-way documents.

PROJECT EXPERIENCE

- **Mike Monroney Aeronautical Center (MMAC) Stormwater Drainage System Replacement | Oklahoma City Airport Trust | Oklahoma City, Oklahoma**
- **72" Atoka Pipeline Raw Water Transmission Line | Oklahoma City, Oklahoma | City of Oklahoma City**
- **North Canadian Mid-Urban Sanitary Sewer Relief Main | Oklahoma City, Oklahoma | City of Oklahoma City**



CHAD CAPRA

CONSTRUCTION ADMINISTRATION

EDUCATION

Associate of Arts | Psychology | Trinidad State Junior College
Missouri Western State College | General Studies
Phillips University | General Studies

PROFESSIONAL REGISTRATIONS

Oklahoma | 2013 | IBC Certified Building Inspector
Oklahoma | 2017 | ODOT Certified Materials Sampler

PROFILE

Chad Capra is a Construction Specialist and Specification Writer for the MAC team. Bringing to our company over 29 years of construction experience, Chad utilizes his skills to provide our clients with quality inspection services. After serving the public for 20 years as a highly commended police officer, Mr. Capra worked as a Construction Inspector for the Oklahoma Department of Transportation and owned his own construction company for 25 years. This experience is imperative to his ability to provide the best construction services to our clients.

PROJECT EXPERIENCE

- **MAPS 3 I-44 West Trail Improvements | Oklahoma City, Oklahoma | City of Oklahoma City**
- **SH-11 | Grant County, Oklahoma | Oklahoma Department of Transportation**
- **SkyWest Airlines Hangar | Oklahoma City, Oklahoma | McAlvain Construction**



DAVID WOODY II, PLS

SURVEY GROUP LEAD

EDUCATION

Core curriculum | 1996-2014 | Engineering/Survey Technology |
University of Central Oklahoma; OSU-OKC

PROFESSIONAL REGISTRATIONS

Oklahoma | 2014 | Licensed Land Surveyor | 1890

PROFILE

David Woody II, PLS, leads the MAC Survey Team as our Survey Group Leader. Before joining our team, David had earned over 20 years of surveying experience in many different areas including residential, commercial, and municipal projects. These projects covered ALTA, design, and construction surveying. David was afforded the opportunity to travel across the country while working on many of these developments and operated with local property owners, project managers, and municipal personnel to complete the survey requirements for each venture. David now successfully manages our field crews, provides job fee estimates, oversees projects from beginning to end, and assists project engineers with their survey requirements.

PROJECT EXPERIENCE

- Deep Fork Drainage Study | Oklahoma City, Oklahoma | City of Oklahoma City
- I-44 Belle Isle Corridor Study | Oklahoma County, Oklahoma | Oklahoma Department of Transportation
- SH-152 and I-44 Corridor Study | Oklahoma County, Oklahoma | Oklahoma Department of Transportation



FRED SELENSKY, PLS

ASSISTANT SURVEY GROUP LEAD

PROFESSIONAL REGISTRATIONS

Oklahoma | 2013 | Licensed Land Surveyor | 1860

PROFILE

Fred Selensky, PLS, began his surveying career in 1992 as a rodman working for a local engineering firm. He was running his own field crew by 1995. He has worked for several surveying and engineering firms which has given him a vast amount of survey experience in many areas including residential, commercial, highway/bridge, and energy. He now works for MAC as the Survey Group Leader. His responsibilities include managing field crews and assisting project engineers with their survey needs.

PROJECT EXPERIENCE

- Pipeline Routes and Well Locations | Oklahoma | Multiple Clients
- SH-11 and SH-75 Junction | Tulsa, OK | Sub-Contractor to Manhattan Construction
- Sections of the Creek Turnpike | Broken Arrow and Catoosa, OK | Sub-Contractor to Western Plains Construction and APAC

CERTIFIED SUBMISSION OF QUALIFICATIONS AFFIDAVIT

On behalf of the **Offeror** I, Keith B. Angier, P.E., of lawful age, being duly sworn upon oath, certify:

That I am authorized to submit this **Statement of Qualification** in response to the **Request for Qualifications** on behalf of the **Offeror**.

- A. That I or any member of my firm have not paid, given or donated or agreed to pay, give or donate to the **City of Durant** or any officer or employee of the **City of Durant** any money or other things of value, including any special consideration, either directly or indirectly, in seeking to procure this contract.
- B. That there has been no attempt by the **Offeror** to discourage any potential **Offeror** from submitting a **Statement of Qualifications**.
- C. That I have read and understand all of the information in this **Request for Qualifications**, including the information on the program to be administered.
- D. That the **Offeror** and any individuals to be assigned to the work do not have a record of substandard work.
- E. That the **Offeror** will, if awarded a contract, administer the contract in accordance with all applicable state and federal rules and regulations.

Dated this 8th day of July, 2020.

MacArthur Associated Consultants, LLC

Offeror's Firm Name



Signature of Offeror's Representative

Keith B. Angier, Vice-President

**Printed Name & Title
of Individual Signing**



We love what we do and we have fun doing it.

PROGRAM MANAGEMENT

ABOUT US

MAC creates a project environment where programming, planning, scheduling, coordinating resources, and implementing quality standards are not goals, but realities. We attribute the success of our projects to the development of a concise strategy that goes beyond the basic principles of project management. We love working with people; therefore, our approach is to assemble the best team possible for our client's needs and provide a successful outcome that exceeds their vision.

Program management can mean different things to different people. At MAC, it is all about promoting an atmosphere of collaboration, community, and professional growth with valued clients and our trusted project team working toward the same goals. Our approach is not one-size-fits-all. It is small enough to be nimble, big enough to hold its own in the trenches, with the energy of a budding entrepreneur and the resources and knowledge of seasoned veterans.

To us, excellent program management is fun. It is about working together to create something that exceeds our clients' wildest dreams. It is part of what we do, and we love it.

SERVICES

- Defining Processes and Procedures
- Establishing Goals and Objectives
- Grant Writing and Funding Assistance
- Planning
- Budgeting
- Cost Estimating
- Scheduling/Sequencing
- Contract Management
- Quality Assurance
- Quality Control



OKLAHOMA-BASED PROFESSIONALS

We are striving to shape our community's future and serving our clients for nearly 45 years.



HIGHEST QUALITY RESULTS AND SOLUTIONS

We worked on over 2000 successfully completed projects.



UNPARALLELED CUSTOMER SERVICE

Our customer-service-oriented team ensures your requests and deadlines, pricing, and final documentation have the personal touch.



Program management is about listening and collaborating with our clients to understand their needs and objectives, and then coming up with solutions that meet our clients' expectations every time.



Setting a Strong Foundation for Success.

SURVEYING AND MAPPING

ABOUT US

Established in 1976 as MacArthur Associated Consultants, LLC (MAC), our company has always been committed to providing service of the highest quality, from employing qualified and highly experienced field and support personnel to the investment and upgrading of the latest technology. We owe our success to careful tuning between the mastery of traditional survey techniques and the application of advanced spatial technologies.

Our mission at MAC. is simple: to provide you with courteous, expedient, professional service of the highest caliber. Our team caters to each project's specific needs to ensure excellence.

To us, excellent surveying is fun. It is about working together to create something that exceeds our clients' expectations. It is part of what we do, and we love it.



With nearly 45 years of experience in all types of survey projects, you can be assured that MAC Surveyors will meet all your needs.

SERVICES

- Topographic Surveys
- Boundary/ Cadastral Surveys
- Elevation Certificates
- GPS/Geodetic Surveys
- ALTA/NSPS Surveys (American Land Title Association/National Society of Professional Surveyors)
- Construction Staking
- Mapping and GIS Data Collection
- Aerial Control Surveys



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We love what we
do and we have
fun doing it.

WATER AND WASTEWATER

ABOUT US

Did you know that a civil engineer created nearly every aspect of the water slide? A talented civil engineer designed a pumping system to circulate just the right amount of water to the flume. Without the proper flow of water, there is no ride. Additionally, the civil engineer designed the slide to withstand the weight of people, the water, and even other forces such as wind and earthquakes.

While most people understand the vital role that water plays in our lives, they may not be aware of the role that engineers play in providing clean and usable water to our homes and businesses. At MAC, we are committed to providing the best alternative to your water and wastewater needs. We understand and work in collaboration with local, state, and federal officials for public support, funding, permitting, and regulatory compliance.

To us, excellent water/wastewater collection and distribution is fun. It is about working together to create something that exceeds our clients' wildest dreams. It is part of what we do, and we love it.



Water/wastewater collection and distribution is about listening and collaborating with our clients to understand their needs and objectives, and then coming up with design solutions that meet our clients' expectations every time.

SERVICES

- Planning and Modeling
- Resource Development
- Water Treatment
- Water Distribution
- Water Storage
- Wastewater Collection
- Asset Management
- Funding Assistance
- Stormwater Utilities
- Utility Coordination
- Environmental Services
- Land Survey



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We love what we do and we have fun doing it.

CONSTRUCTION MANAGEMENT

ABOUT US

You can rely on MAC to provide detail-oriented construction management and inspection services. From planning, coordination, scheduling, and facilitation, the MAC team is ready to get started on your project today! We serve as your eyes and ears on the project site from concept to completion. You can count on MAC to support your vision in producing a functional and financially viable project.

Construction Management is about serving as your advocate during the extent of the project. The MAC team combines knowledge, experience, judgment, excellent documentation, reports, and leadership abilities with a commitment to excellence and professionalism to provide quality construction management and inspection services. Our team approach is successful in solving problems in the field while maintaining compliance with project documents, including plans, specifications, and estimates.

To us, excellent construction management is fun. It is about working together to create something that exceeds our clients' expectations. It is part of what we do, and we love it.

"The presence of MacArthur provides an unmatched level of confidence to us as a contractor. A trustworthiness in plan accuracy paired with their expeditious approach to problem solving through professional and fair consideration of all interested parties, sets them apart as one of the best."

- DUIT CONSTRUCTION CO., INC

SERVICES

- On-Site Observation/Inspection
- Daily Reporting
- Verification Surveys
- Constructability Reviews
- Submittal Reviews
- Design Support
- Defining Processes and Procedures
- Establishing Goals and Objectives
- Budgeting
- Cost Estimating
- Scheduling/Sequencing (CPM's)
- Contract Management
- Quality Assurance
- Contractor Progress Reports
- Contractor Schedule Reviews
- Technical Report Reviews
- Contractor Pay Applications
- Construction Project Auditing



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Safety in air starts from the ground.

AVIATION

FIRM PROFILE

Over the past 40 years, MacArthur Associated Consultants (MAC) has become a leader in aviation by providing quality, industry-leading solutions to our clients across Oklahoma and the United States.

We have performed design and construction services for hundreds of civil and military aviation projects; including hangars, runways, taxiways and aprons, rehabilitation projects, runway siting studies, runway extensions, jet blast pads, fuel containment, service roads, tug drives, fire protection booster pump stations, master plans, etc.

MAC has successfully completed civil design for such projects as the 3-Hangar Maintenance Repair and Operations Training Center (MROTC) to be used by the Boeing Company on South Douglas Blvd. in Oklahoma City, Maintenance Hangars and Aprons to be used by ARINC (now Field Aerospace) at Will Rogers World Airport (WRWA) in Oklahoma City, and a new Aircraft Maintenance Hangar and Training and Standardization Complex for the U.S. Department of Homeland Security, Customs and Border Protection, at WRWA.

Some of MAC's other clients include the US Army Corps of Engineers (Tulsa, Kansas City, and New England Districts), American Airlines, the City of Shawnee, Fred Jones Aviation, Tinker Air Force Base, Gardner Tanenbaum, Love's and the National Guard.

SERVICES

- Aerospace Planning and Design
- Master Planning and On-Call Planning Services
- Program Management
- Security Design
- Field Surveys
- Airfield Layout/Geometrics
- Pavement Design/Analysis
- Airfield Lighting and Controls
- Terminal Roads/Parking
- Construction Sequencing
- Funding Administration
- Construction Management
- Environmental Coordination



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We believe we are the „go-to“ firm in Oklahoma for complex solutions for aviation design and planning services. We look forward to continuing to serve our community and grow our expertise in aviation while overcoming your challenges with ease.



Support our national ideals and take pride in our country.

MILITARY ENGINEERING

ABOUT US

Civil engineering was originally defined simply to distinguish non-military engineering from military engineering, the oldest form of engineering in the world. MAC is proud to support the design and maintenance of the military facilities where our service members and their families train, work, live, and play. We are committed to using our engineering expertise to promote sustainability and improve their quality of life. We are committed to the roots of where we grew.

MAC has a reputation for facilitating project delivery in accordance with the schedule, cost, quality, and safety objectives through the deployment of the right team. We customize our solutions to meet each client's specific needs at all phases of the project. We are very familiar with LEED requirements and have certified LEED professionals in our office. We are also very familiar with other military requirements such as ATRP, UFC's, ETL's, AFI's, SpecsIntact UFGS Specifications, PCASE, and other military requirements and programs.

To us, military planning and design are the way to serve our nation and develop multi-disciplined solutions to national security infrastructure challenges. It's part of what we do, and we love it.



Military planning and design are about listening and collaborating with our clients to understand their needs and objectives, and then coming up with design solutions that meet our clients' expectations every time.

SERVICES

- Engineering and Design
- Anti-Terrorism/Force Protection
- LEED
- Traffic Calming
- Aerospace Planning and Design
- Target Ranges
- Civil Site Design
- Master Planning and On-Call Planning Services
- Security Design
- Water/Wastewater Collection and Distribution
- Professional Land Survey Services



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Better Solutions. Highest Quality Results. Proven Impact.

ENVIRONMENTAL SERVICES

ABOUT US

Environmental consulting comes with significant responsibility to our clients and the delicate balance affecting our planet's ecosystems, wildlife, and developed communities. MAC consistently plans and designs projects to avoid, minimize, and mitigate environmental impacts. Our environmental experts know the unique challenges you are facing, and they are ready to collaborate with you to achieve environmentally compliant, responsible, and economically viable outcomes.

Focused on providing clients with comprehensive project experience, MAC has a custom approach to public involvement for each project and is striving to deliver the highest quality results and solutions. Our savvy professionals develop surveys, advertisements, websites, presentations, flyers, and coordinate public open houses, public hearings, and stakeholder meetings.

To us, providing excellent environmental services is fun! It's about working together to create something that exceeds our clients' expectations. It is part of what we do, and we love it.



Environmental consulting like you have never seen before: transparent, easy, innovative, and collaborative.

SERVICES

- Environmental Planning / Permitting
- NEPA / State Environmental Documentation
- Environmental Site Assessments – Phase I
- Regulatory Compliance
- Water Resources/Water Quality Studies
- Brownfields
- Section 404 and State Wetland Permitting
- Storm Water Pollution Prevention Plans (SWPPP)
- Public Engagement
- Data Management
- Wetland and Stream Consulting



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THE CITY OF DURANT

Office of the City Manager

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES June 15, 2020

I. INTRODUCTION

The **City of Durant** (hereinafter called **City**) will accept **Statement of Qualifications** (hereinafter called **SOQ**) **until 5:00 p.m. Thursday - July 8, 2020** from qualified **engineers and/or engineering firms** (hereinafter called **Engineer or Offeror**). The **SOQ** should address items listed in Section VI of this **RFQ**. The **SOQ** documents should be submitted to Cynthia Price · City Clerk · P.O. Box 578 · Durant · OK · 74702 or **may be hand delivered to** Cynthia Price · City Clerk · Room 100 · Durant City Hall · 300 West Evergreen · Durant · OK · 74701. The **SOQ** will be reviewed upon receipt and an interview scheduled immediately to be completed by **Friday – July 10, 2020**.

The **City** has received a Bureau of Reclamation (**BOR**) Financial Assistance Grant from the US Department of Interior, with a total estimated project budget in the amount of **\$3,078,000**. The grant award is to complete City-Wide AMR Meter Conversion and Advanced Metering Infrastructure Project is for the entire City of Durant, OK.

Following the interviews and selection process, it is anticipated an Engineering Contract for services will be presented to the Durant City Council for consideration at the earliest city council meeting. Upon the execution of an Engineer Contract, the design and construction of the improvements are estimated to be completed by **March 2022**. The need to expedite this project is critical and timeline will be discussed in the interview. The Engineering **SOQ** will include the ability to complete this project in a timely manner.

II. GENERAL INFORMATION

A. Purpose:

The purpose of this **RFQ** is to obtain professional engineering services for the design, bidding and construction administration of the proposed project – per federal BOR grant guidelines, compliance and city procedures – and to provide a resident project inspector.

All qualified **SOQ** will be considered without regard to age, race, creed, color, gender, sexual orientation, disability or national origin. The City of Durant is an Equal Opportunity Employer and invites the submission of proposals from minority and women-owned firms.

B. Instructions and Submission:

1. Closing Submission Date

The **SOQ** must be **submitted no later than 5:00 p.m. Thursday – July 8, 2020** and receipt will be documented by a city staff member. A committee of **City** staff members will review each **SOQ**, and phone interviews will be immediately scheduled to be complete by **Friday – July 10, 2020**. If there is an absolute unavoidable conflict during this time frame, provide information in the **SOQ**. The committee will conduct the interviews with prospective engineers to evaluate each **SOQ** submitted, in accordance with the evaluation criteria stated in Section VI of this **RFQ**.

2. Conditions of the SOQ

All costs associated with the preparation in response to this **RFQ** will be the responsibility of the **Offeror** and will not be reimbursed by the **City**.

3. Instructions for Submission

- a. **SOQ** Submissions may be mailed or hand delivered. It is important that the **Offeror** clearly identify the project on the envelope with the following details:

ENGINEERING SERVICES SOQ – BOR #R19AP00124 PROJECT

- b. **SOQ** should be addressed as follows:

MAIL: Cynthia Price, City Clerk
City of Durant
P.O. Box 578 · Durant, OK 74702

DELIVERY: Cynthia Price, City Clerk
City of Durant

**City Hall, Room 100
300 West Evergreen • Durant, OK 74701**

- c. It is the responsibility of the **Offeror** to ensure that the **SOQ** submission is received by the date and time specified above. Late submittals will not be considered.

4. Right to Reject

The **City** reserves the right to reject any and all responses to the **RFQ**. If and when a selection for engineer services has been made, the **SOQ** should be based only on the factors and procedures described in the **RFQ**.

C. Certifications:

The **Offeror** must include the **CERTIFIED SUBMISSION OF QUALIFICATIONS AFFIDAVIT** enclosed in this **RFQ** as part of the submittal.

III. SERVICES OF THE ENGINEER

A. GENERAL

1. If selected, the **Engineer** shall agree to perform professional services in connection with the **BOR #R19AP00124 Project** as hereinafter stated.
2. The selected **Engineer** shall serve as the **City's** professional Engineering representative in those phases of the **BOR** project to which this **RFQ** applies – in accordance with BOR and **City** competitive solicitation, bidding, procurement and contractor labor standards procedures – and will give consultations and advice to the **City** during the performance of services.

B. PRELIMINARY DESIGN PHASE

The **Engineer** shall:

1. Perform survey work as necessary to provide horizontal and vertical controls as required under Section III. Part C. - Final Design.
2. Assist **City** in obtaining other professional services as needed such as property and right-of-way surveys and soils and sub-surface investigations. The **City** will retain the option to negotiate with the Engineer to perform these services in lieu of obtaining a third party.
3. Prepare preliminary design documents consisting of design criteria, schematic drawings and materials or equipment specifications and selections.

4. Prepare an itemized cost estimate for the project components based on the information obtained in the preliminary design phase.
5. Preliminary Design plans and specifications shall be of sufficient detail and format to be submitted to the Oklahoma Department of Environmental Quality for review and to begin acquisition of a Permit to Construct if necessary. These shall be submitted prior to continuing with the final design phase.

C. FINAL DESIGN PHASE:

The **Engineer** shall:

1. Prepare detailed plans and specifications showing the character and scope of work to be performed on the project. Prepare specification documents. Prepare final construction documents, construction methods and specifications and all other requirements for successful completion of the project.
2. Prepare a final Engineering report for the final project design.
3. Assist in the preparation of the required documents so that the **City** may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project.
4. Furnish a revised cost estimate for the project based on the final plans and specifications, if needed.
5. Furnish two (2) copies of the drawings and specifications in final form for review and approval by the **City**.
6. Obtain a Permit to Construct from the Oklahoma Department of Environmental Quality (if required.)

D. BIDDING AND NEGOTIATING PHASE:

After proper authorization to proceed with the bidding or negotiating phase, the **Engineer** shall:

1. Assist the **City** in obtaining bids from contractors to perform the construction.
2. Disburse plans to prospective bidders at no cost to the **City**. The **Engineer** may, however, charge the materials and reproduction cost of the plans and specifications to the prospective bidders.
3. Issue addenda as appropriate and as directed by **City** to interpret, clarify or expand the bidding documents.

4. Attend the pre-bid conference and bid opening. Tabulate the bid proposals received, make an analysis of the bids and make recommendations to the **City** for awarding a contract for construction.
5. Negotiate proposals and contracts with selected Contractor and assist in preparing construction contracts.
6. Consult with and advise **City** as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)" for those portions of the work as to which such acceptability is required by the Bidding Documents.
7. Consult with **City** concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents.
8. **Engineer** shall provide sufficient number of sets of construction plans and specifications to the Contractor.

E. CONSTRUCTION PHASE:

The construction phase will commence with the award of the construction contract and will terminate upon written approval of final payment by the **Engineer**.

During Construction Phase:

1. **General Administration of Construction Contract:** **Engineer** shall consult with and advise **City** and act as **City's** representative during this phase. All of **City's** instructions to Contractor(s) will be issued through **Engineer** who shall have authority to act on behalf of **City** to the extent provided herein.
2. **Pre-construction Conference:** The **Engineer** shall conduct a pre-construction conference with the contractor(s) and **City** representatives.
3. **Visits to Site and Observation of Construction:** Provide periodic, general Engineering inspection of the work of Contractor(s) as work progresses. **Also provide a resident project inspector as needed for the job until project completion.**
 - a. **Site Visits:** **Engineer** shall make visits to the site at intervals appropriate to the various stages of construction as **Engineer** deems necessary in order to observe as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor(s) work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **Engineer** shall keep **City** informed of the progress of the work.

- b. **Project Representative:** **Engineer** shall coordinate with resident project representative to provide representation at the project site during construction.
- c. **Purpose:** The purpose of **Engineer's** visits and representation by the Resident Project Representative at the site will be to enable **Engineer** to better carry out the duties and responsibilities assigned to, and undertaken by **Engineer** during the Construction Phase, and, in addition, by exercise of **Engineer's** efforts as an experienced and qualified design professional, to provide for **City** a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by contractor(s). On the other hand, **Engineer** shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s)' work nor shall **Engineer** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **Engineer** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
- d. **Defective Work:** during such visits and on the basis of such observations, **Engineer** may disapprove of or reject Contractor(s)' work while it is in progress if **Engineer** believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents. Any action that the **Engineer** may take is subject to review and approval by **City**.
- e. **Interpretations and Clarifications:** **Engineer** shall issue necessary interpretations and clarifications of the Contract Documents and after consultation with the **City** prepare work directive changes and change orders as required.
- f. **Shop Drawings:** **Engineer** shall review Shop Drawings, samples and other data which Contractor(s) are required to submit for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- g. **Substitute:** **Engineer** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section IV, paragraph B. 2.

- h. **Inspection and Tests:** **Engineer** shall have authority, with **City's** approval, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testiness and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicates compliance with, the Contract Documents).
- i. **Disputes between City and Contractor:** **Engineer** shall act as initial interpreter of the requirements of the Contract Documents and judge the acceptability of the work thereunder and make recommendations of all claims of **City** and Contractor(s) relating to the acceptability of work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- j. **Applications for payment:** Based on **Engineer's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative(s) and on review of applications for payment and the accompanying data and schedules:
- i). **Engineer** shall determine the amounts owed to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to City, based on such observation and review, that the work has progressed to the point indicated, and that, to the best of **Engineer's** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, **Engineer's** recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - ii). **Engineer's** review of contractor(s)' work for the purposes of recommending payments will not impose on **Engineer** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **Engineer** to make any examination to ascertain how or for what purposes any Contractor has used the money paid on account of the contract price, or to determine that title to any of the work, materials or equipment has been accepted by the **City** free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between **City** and contractor that might affect the amount that should be paid.
- k. **Contractor(s)' Completion Documents.** **Engineer** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and

certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the contract Documents (but such review will only be to determine that certificates of inspection, tests and approvals of the results certified indicate compliance with, the Contract Documents); and shall transmit them to **City** with written comments.

- l. Inspections:** In company with the **City**, the **Engineer** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the **Engineer** may recommend, in writing, final payment to Contractor(s) and may give written notice to **City** and contractor(s) that the work is acceptable (subject to any conditions therein expressed).
- m. Record Drawings:** **Engineer** shall provide **City** with one (1) set of prints of the record (as built) drawings. These shall be provided at no additional cost to the **City**.

IV. ADDITIONAL SERVICES OF THE ENGINEER

A. SERVICES REQUIRING AUTHORIZATION IN ADVANCE:

If authorized in advance in writing by **City**, the **Engineer** shall furnish or obtain from others Additional Services of the types listed in Section IV, paragraph A. 1. through A. 8. inclusive. These services are not included as part of Basic Services, and these will be paid for by **City** as indicated in Section V.

- 1.** Preparation of supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.** Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **City**.
- 3.** Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, **City's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or construction documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **Engineer's** control.
- 4.** Providing renderings or models for the **City** to utilize upon discretion.

5. Furnishing services of independent professional associates and consultants for other than Basic Services which include, but are not limited to, customary civil, structural, mechanical and electrical Engineering and customary architectural design incidental thereto.
6. Serving as a consultant or witness for **City** in any litigation, arbitration or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services under Section III, paragraph C. 3).
7. Providing any type of property surveys or related **Engineering** services needed for the transfer of interests in real property, field surveys for design purposes, Engineering surveys and site staking to enable **City** to proceed with their work; and providing other special field surveys.
8. Additional services in connection with the project, including services which are to be furnished by **City**.

B. REQUIRED ADDITIONAL SERVICES:

When required by the Construction Documents, in circumstances beyond **Engineer's** control, the **Engineer** shall furnish or obtain from others, additional services of the types listed in Section IV, paragraph B.1. - B.5. Inclusive except to the extent otherwise provided, these services are not included as part of Basic Services. **Engineer** shall advise **City** promptly and receive approval before starting any such Additional Services which will be paid for by **City** as indicated in Section V.

1. Services in connection with work directive changes and change orders to reflect changes requested by the **City**, if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
2. Services in making revisions to drawings and specifications occasioned by the acceptance of substitution proposed by **City**.
3. Services resulting from significant delays of **City** as a direct or indirect result of material, equipment or energy shortages.
4. Additional or extended services during construction made necessary by:
 - a. work damaged by fire or other cause during construction
 - b. a significant amount of defective or neglected work of **City**
 - c. acceleration of the progress schedule involving services beyond normal working hours.
5. Services in connection with change orders required by project through no fault of **Engineer**.

V. PAYMENT FOR ENGINEERING SERVICES

Upon completion of each Phase identified by **Engineer**, invoices shall be submitted to the **City** based on actual costs incurred. For Additional Engineering Services, payments by **City** shall be based on detailed statements form **Engineer** for work completed. Invoices shall be reviewed and approved by **City** staff prior to payments being made to the **Engineer**. Payments shall be made within thirty (30) days of approval.

VI. STATEMENT OF QUALIFICATIONS CONTENT

Engineers desiring consideration should submit the **SOQ** in the following format:

A. Cover Letter of interest

B. Project Understanding and Approach

This section shall demonstrate the **Engineer's** understanding of the scope of work and summarize the approach to completing each of the tasks included in Section III of the **RFQ**. This section should not merely restate the contents of the **RFQ**.

C. Project Schedule

This section shall provide a schedule for completion of the project based on the time frames cited in the Introduction of the **RFQ**. Project time lines shall be presented in terms of number of days necessary for each phase. The time for the Preliminary Design Phase shall be in terms of number of days necessary for each phase. The time for the Preliminary Design Phase shall be in terms of number of days from Notice to Proceed. It is the desire of the **City** to maintain the project schedule provided in the Introduction; however, the **Engineer** should indicate in the Project Schedule any deviations from the proposed time line. Schedule should also reflect time required for review and approval of plans and specifications by the Oklahoma Department of Environmental Quality or any other required agency as needed.

D. Qualifications of the ENGINEER

This section shall discuss prior relevant experiences of the **Engineer**. Particular mention should be made regarding previous **BOR** grant experience. The engineering firm or **Engineer** selected for this project shall demonstrate the following minimum experience: Registered Professional Engineer in Oklahoma; possess five (5) years of relevant engineering experience for water/sewer projects, successful completion of Federal grant projects, with related infrastructure, including references.

E. Statement of Qualifications Affidavit

The attached **Certified Submission of Qualifications Affidavit** shall be completed, executed and included with the **SOQ** submission.

F. Description of Additional Services

The **Engineer** shall submit a description of other applicable capabilities to provide the **City** with additional information, which may be used as a reference, should the **City** desire or need the **Engineer** to perform any additional services related to this project. If available, the **SOQ** should include capabilities for surveying and resident inspection in addition to engineering, CAD/drafting, and clerical services.

VII. ADDITIONAL INFORMATION:

A. Number of Copies of SOQ

Engineer shall submit one (1) original and two (2) copies of the **SOQ** to the **City** in response to the **RFQ**.

See Instructions for Submission (Page 2)

B. Contractor Debarment Review Certification

A vendor DUNS number with approved SAM.gov registration, will be required before an engineer work order or contract can be executed. A form will be provided by email for the offeror to submit with necessary information to the City of Durant at time of contract negotiations.

CERTIFIED SUBMISSION OF QUALIFICATIONS AFFIDAVIT

On behalf of the **Offeror** I, _____, of lawful age, being duly sworn upon oath, certify:

That I am authorized to submit this **Statement of Qualification in** response to the **Request for Qualifications** on behalf of the **Offeror**.

- A. That I or any member of my firm have not paid, given or donated or agreed to pay, give or donate to the **City of Durant** or any officer or employee of the **City of Durant** any money or other things of value, including any special consideration, either directly or indirectly, in seeking to procure this contract.
- B. That there has been no attempt by the **Offeror** to discourage any potential **Offeror** from submitting a **Statement of Qualifications**.
- C. That I have read and understand all of the information in this **Request for Qualifications**, including the information on the program to be administered.
- D. That the **Offeror** and any individuals to be assigned to the work do not have a record of substandard work.
- E. That the **Offeror** will, if awarded a contract, administer the contract in accordance with all applicable state and federal rules and regulations.

Dated this _____ day of _____, 2020.

Offeror's Firm Name

Signature of Offeror's Representative

**Printed Name & Title
of Individual Signing**



The City of Durant

Office of Community Development

Memorandum

Date: 7/5/2020
To: Mayor and City Council
From: Danielle Barker, Community Development Director
Re: Consideration of PC2020-10 Ordinance Number 1904. Rezoning for Property Near the Intersection of Hwy. 70 Bypass and Cemetery Road

Request: Consider a request from Brad Aycock, for a rezoning of the property located near Hwy 70 Bypass and Cemetery Rd. from A-1, General Agricultural to I-1, Light Industrial.

Current Zoning: A-1, General Agricultural

Requested Zoning: I-1, Light Industrial

Surrounding Properties:

Direction	Zoning	Use
North	A-1	Vacant
West	A-1 / R-1	Vacant / Large Single Family Lots
South	A-1	Large Single Family Lots
East	I-1 / A-1	Vacant

Applicant: Brad Aycock

Background: Applicants approached staff regarding the rezoning of this property for potential industrial business or development. There are no current plans for use of the property at this point in time.

Notifications have been made to the surrounding property owners and at the time of this report no emails/letters have been received by staff. This item was originally heard by the Planning Commission in May, and several neighbors came and spoke against the rezoning. Some of the concerns that were spoken involved concerns about the effects the rezoning would have to their property and property values. When the item was reheard at the June meeting, there were no citizens against the rezoning in attendance.

Analysis: The aforementioned property is approximately 215 acres that is currently divided up into about seven tracts of land. The property is mostly a vacant piece of property. The surrounding area is mostly made up of Agricultural Zoned property with some Industrial Zoning across the street. The subject property does meet the requirements for lot area that is required within the requested zoning type. There appears to be city water in the area but there does not appear to be any sewer.

The current Future Land Use Map has this area as a mix of Highway Commercial and Agricultural land uses; therefore, this rezoning request is not in compliance with the Comprehensive Plan. It should be noted that the Comprehensive Plan is still being updated and that includes the Future Land Use Map. Therefore, this area could be one of those that changes with the update.

Staff Recommendation: Staff echoes the Planning Commission's recommendation to deny the requested rezoning. This item was originally heard at the May Planning Commission Meeting and was tabled at that meeting. The Planning Commission wanted a chance to see about the possibility of having the rezoning for only a portion of the lots in question. Staff prepared maps with the legal descriptions on file and re-notified the public. At the June meeting, the Planning Commission ultimately recommended denial of the rezoning request. The Planning Commission's concerns included the rezoning request being against the Comprehensive Plan as well as having such a large area of rezoning and what the property would be used for.

Prior to the June Planning Commission meeting, the applicant requested that a piece of the property (approx. 30 acres) be removed from the rezoning request. As was noted at the Planning Commission meeting if this was done, this would create a dual zoned lot, which is not good planning practice. The applicant did state they are looking to subdivide that particular piece.

Required Action: Hold a public hearing and approve or deny the rezoning request for the property located near Hwy. 70 Bypass and Cemetery Rd. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

To approve or deny rezoning request.

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

City Clerk to file Ordinance
GIS to update City maps
Community Development to notify applicant

ATTACHMENTS:

Description	Type	Upload Date
PC2020-10 Information	Cover Memo	7/8/2020

REZONING APPLICATION

Petition # 2020-10
 Fee \$ 300

APPLICANT INFORMATION

Name: <u>Brad Aycock - Active Real Estate</u>	Email: <u>brad@durantokhomes.com</u>	Phone #1 <u>580-775-4714</u>
Mailing Address: <u>625 W Main Street</u>		Phone #2 <u>580-924-4003</u>
City: <u>Durant</u>	State: <u>OK</u>	Zip: <u>74700</u>
Applicant's Interest in Property: <u>Real Estate Broker and Representative</u>		

☒ Please use attached addendum if there is more than one applicant.

Physical Address of Rezoning Request: <u>2525 SE 3rd, Durant, OK 74701 & TBD SE 3rd, Durant, OK 74701</u>			
☐ Platted ☒ Un-Platted	Subdivision	Lot	Block
Legal Description: <u>See attached Legal Description Addendum</u> (If Un-platted)			
☒ Deed Attached (required) If applicant is not owner listed on deed, owner consent must be included.			

Request Rezoning From: <u>A-1</u>	Request Rezoning To: <u>I-1</u>
Present Use: <u>Vacant land, general agriculture. One tract of land listed in the application is Residential use.</u>	Proposed Use: <u>Light industrial business or development. Exact use is unknown at this time. The property is nearby other industrial land and this was determined to be the best use.</u>
Parcel Width: <u>Varies. See Survey</u>	Parcel Length: <u>Varies. See Survey</u>
Acre: <u>215</u>	Street/Road Frontage: <u>Approx. 4,000'</u>
<u> </u> City Water (If City Water will be extended or improvements will be made, please explain:) <u>Availability of city water to all tracts is unknown at this time.</u>	
<u> </u> City Sewer (If City Sewer will be extended or improvements will be made, please explain:) <u>Availability of city sewer to all tracts is unknown at this time.</u>	
☒ Private Water	☒ Private Sewer
Is Property in the Floodplain? <u>No.</u>	Is property in the Airport Zone. <u>No.</u>

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

Brad Aycock
 Signature of Applicant

02/20/2020
 Date

Office Use Only		Date Payment Received		Notification Mailed		Comments	
Date Filed <u>2/28/20</u>		Initial <u>2/28/20</u>		Date <u>2/28/20</u>		Initial	
Proof of Publication Received				Property Posting Verified		Comprehensive Plan Recommendations	
Date <u>2/28/20</u>		Initial <u>2/28/20</u>		Date <u>2/28/20</u>		Initial	
Staff Recommendation <u>Approve</u> <u>Deny</u>		PC Recommendation <u>Approve</u> <u>Deny</u>		City Council Action <u>Approve</u> <u>Deny</u>		Ordinance #	

REZONING SUPPORTING INFORMATION

1. List the changed or changing conditions in the area or in the City which makes this zone change necessary.

Currently there is a need for more light industrial property in this location. There are currently multiple tracts of I-1 land across the road from this property. It was determined based on the location and the ease of access to the Durant Bypass and Hwy 69/75 that the property use would be well suited for light industrial, warehouse, or distribution center.

2. Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Currently the Comprehensive Plan has the property designated for Ag use, but the plan is in the process of being updated. We believe this would be a proper time to address this necessary change to allow for incoming businesses in this desirable hub location. There are nearby properties that are already designated for light industrial use.

3. List any other reasons to support this zone change.

The current property owners do not have a desire to use this property as Agricultural, Farm/Ranch, or Residential use. It is their desire to rezone the land to a classification that will allow for it's best and fullest use.

ADDENDUM

PROPERTY: TBD SE 3rd Ave., Durant, OK 74701

The below undersigned owners of the individual tracts of land associated with the rezoning application acknowledge that they are in fact requesting, and approve of, the application for rezoning to an I-1 classification for all tracts of land outlined in the application itself or any addendums.

Date: Feb 27, 2020

Buddy Vandell
Buddy Vandell (Feb 27, 2020)

Signature **Buddy Vandell**

Date: Feb 27, 2020

Mecky Yandell
Mecky Yandell (Feb 27, 2020)

Signature **Mecky Yandell**

Date: 2/27/20

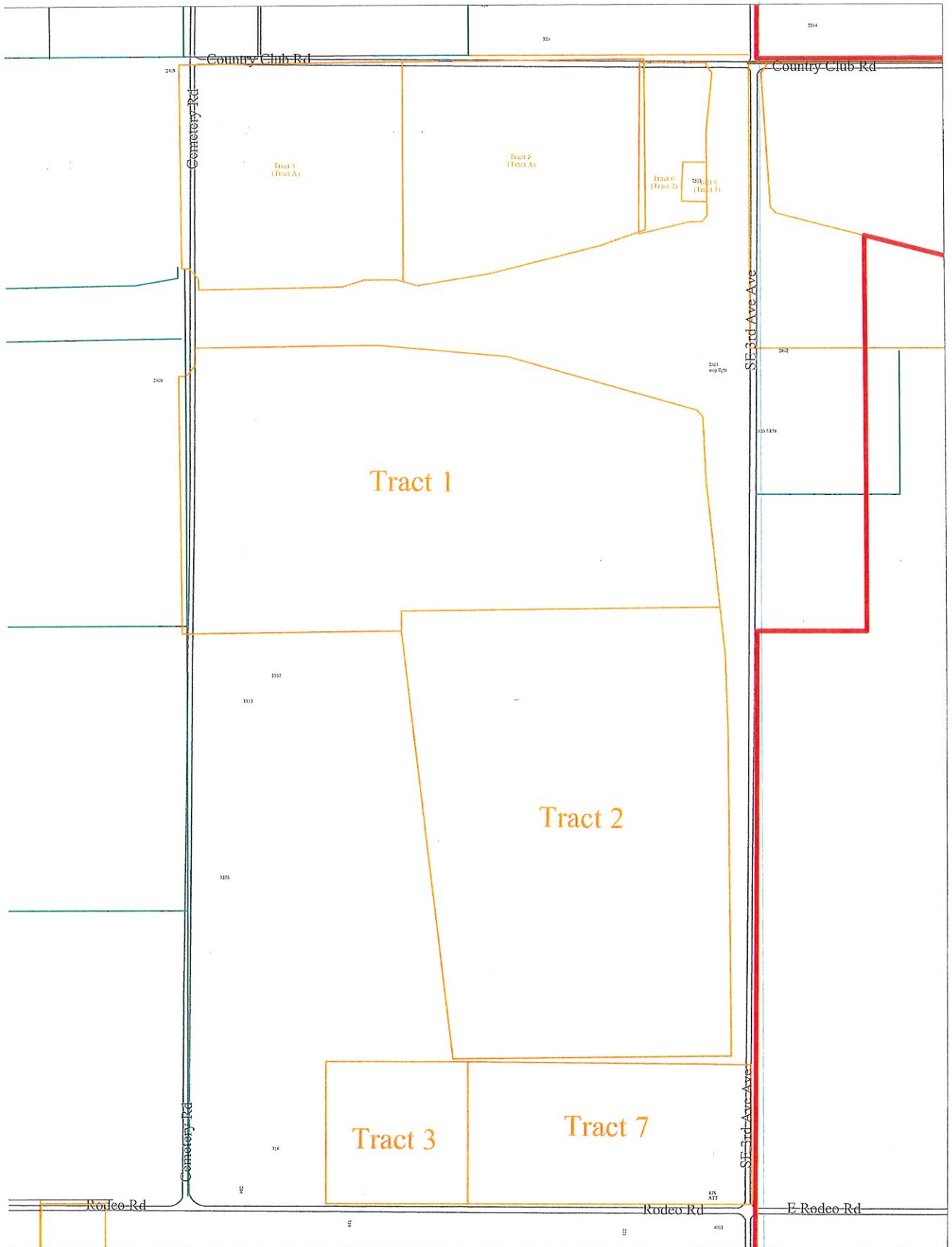
Monny Mullins

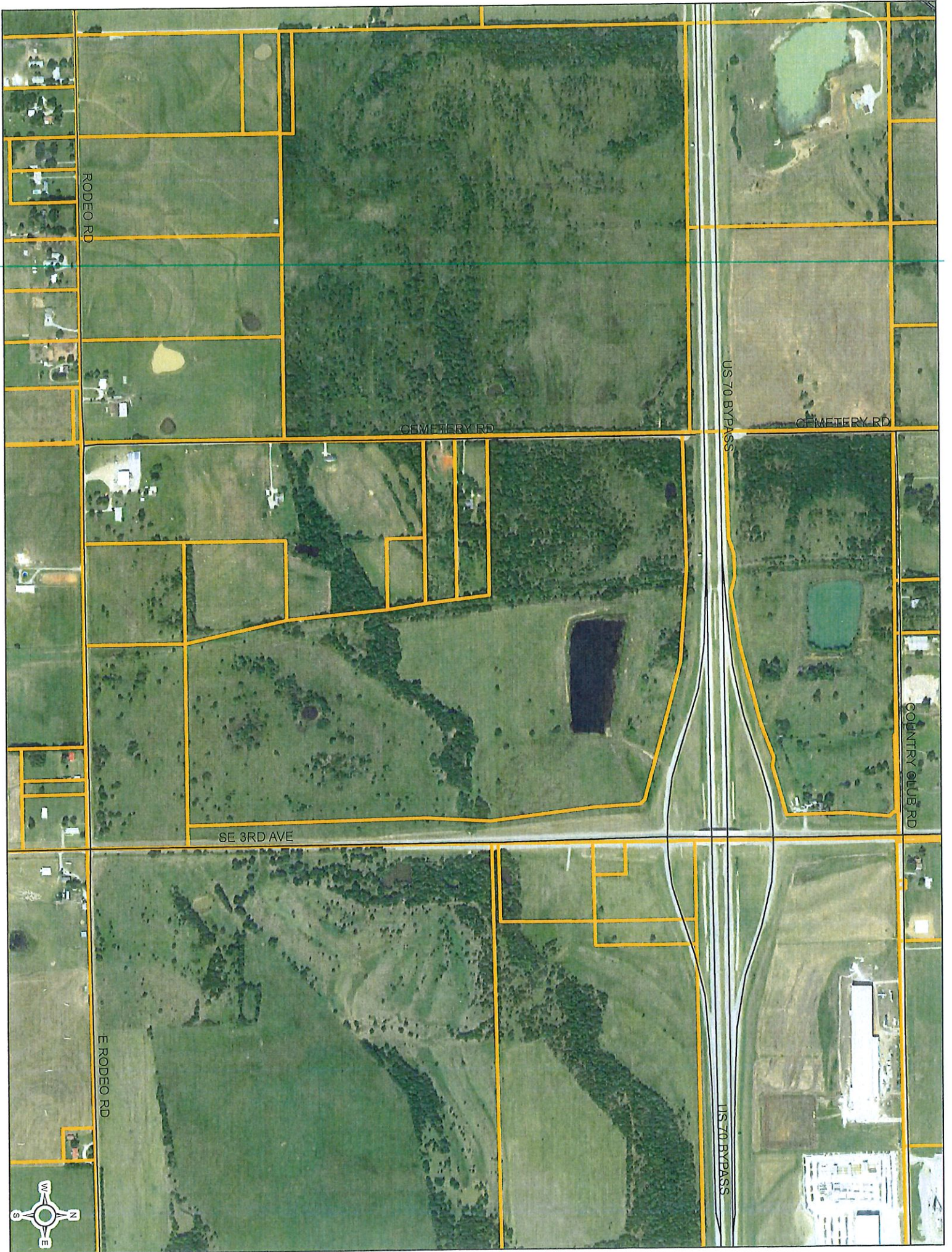
Signature **Monny Mullins**

Date: _____

Signature _____

Addendum





RODEO RD

CEMETERY RD

CEMETERY RD

US 70 BYPASS

COUNTRY CLUB RD

SE 3RD AVE

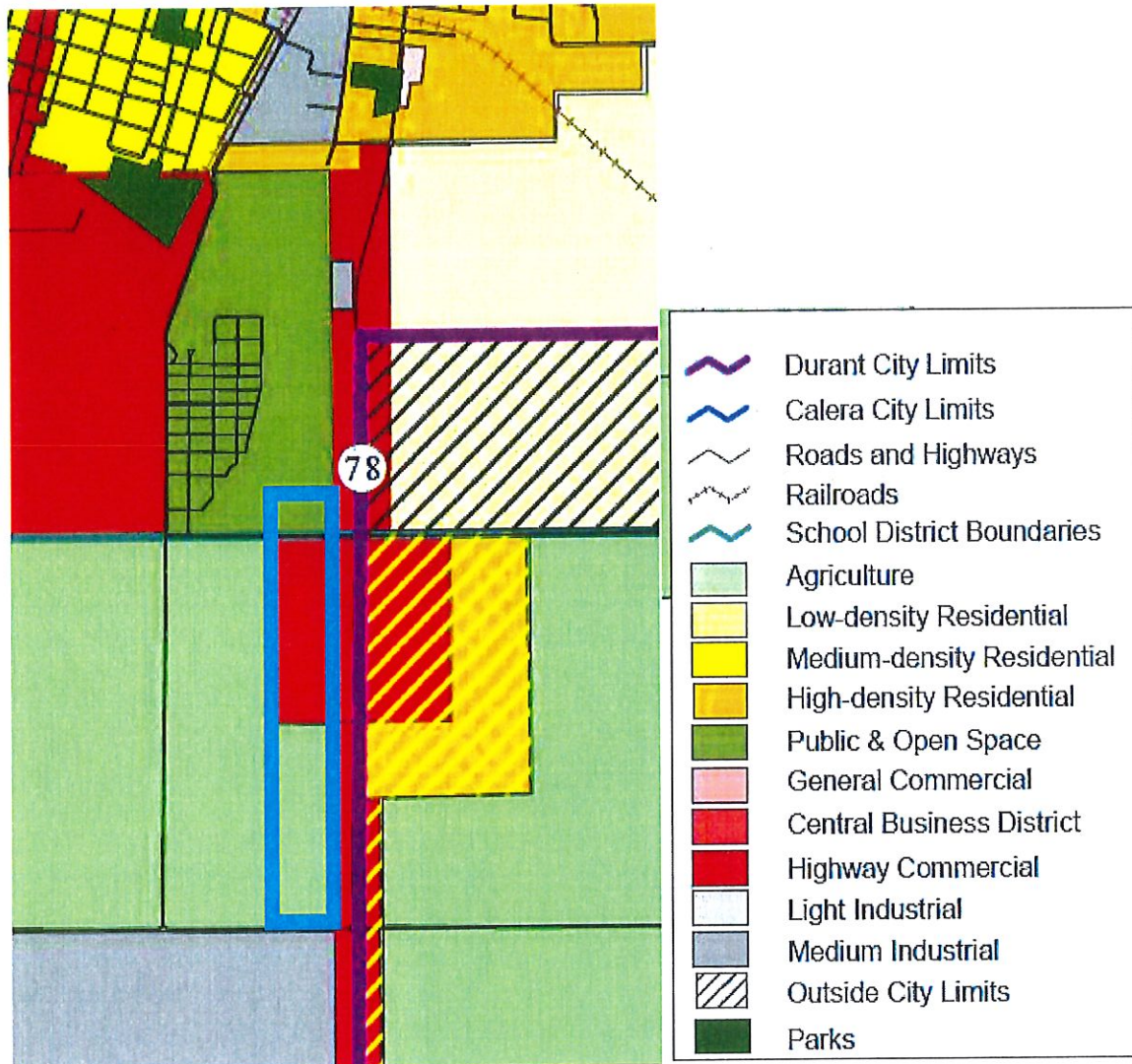
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US 70 BYPASS

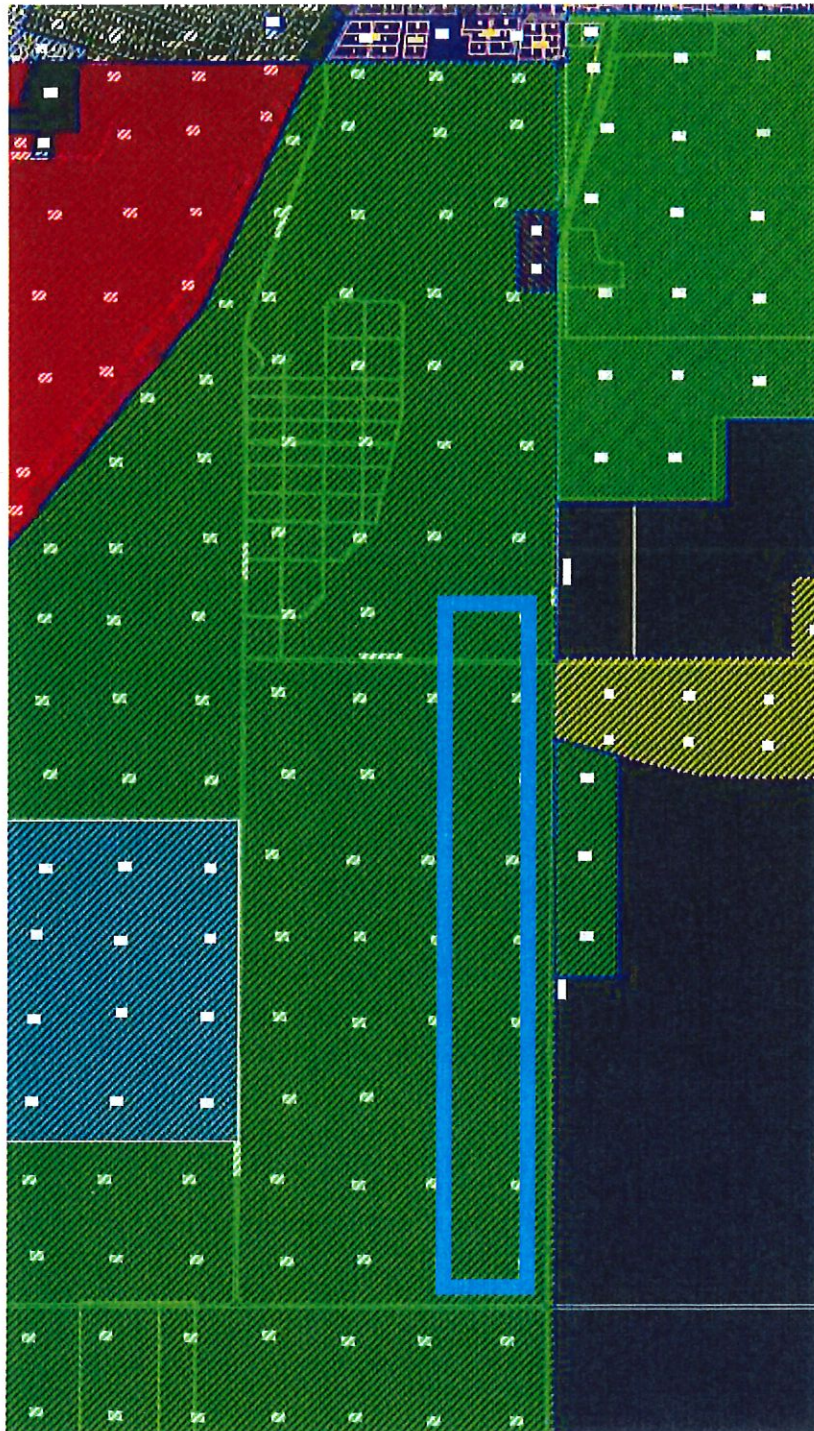


Future Land Use Map

These maps are just representative of the area and does not depict the exact property lines

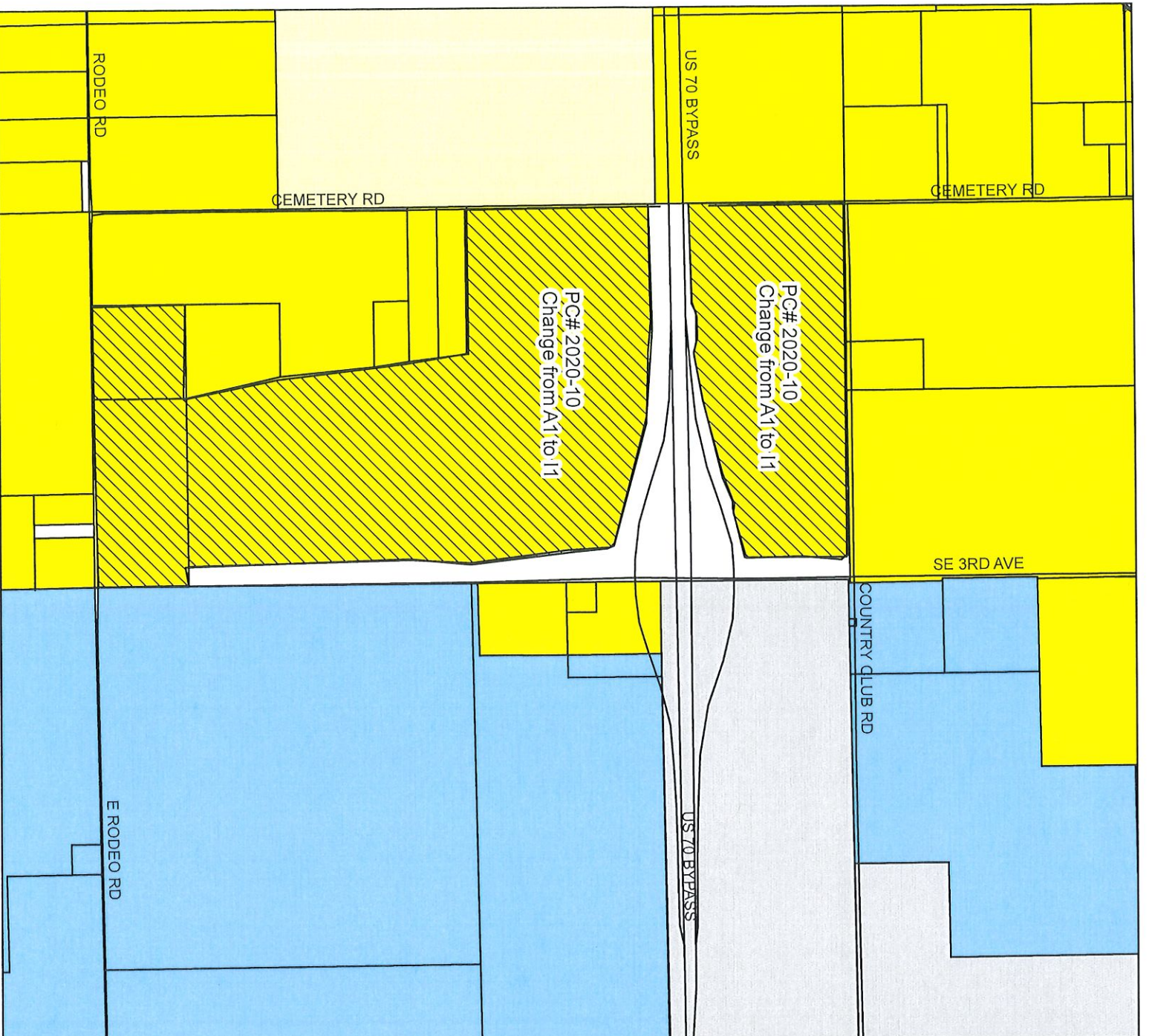


Zoning Map



Zoning Map

Petition # 2020-10 - SE 3rd Ave



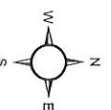
- A1 - Agriculture
- C0 - Professional & Business Office
- C1 - Convenient Commercial
- C2 - Highway Commercial
- C3 - General Commercial
- CBD - Central Business District
- H1 - Health Facilities
- I1 - Light Industrial
- I2 - Medium Industrial
- R1 - Single Family Residential
- R2 - Two Family Residential
- R3 - General Residential - Multi-Family

Use this map as a guide and not as definitive information. The information depicted by this map are provided for illustrative purposes only. Information such as (property ownership, acreage, property boundaries) are to be verified at the Bryan County Assessor's Office by the user. The burden for determining accuracy and/or correctness of information rests solely with the user. This map is provided "as is" with no warranties, expressed or implied.



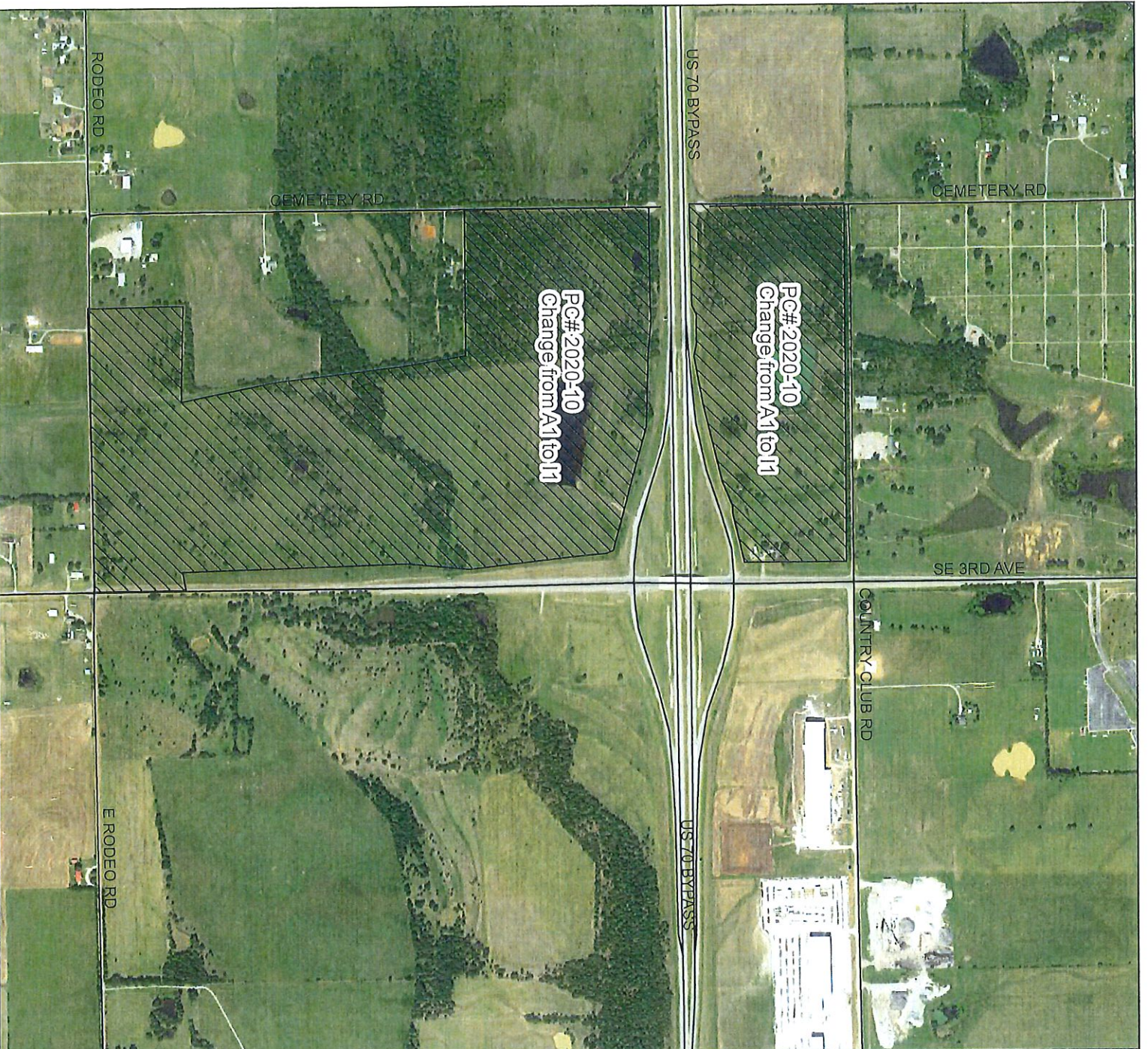
City of Durant
Community Development

Printed: April 28, 2020



Zoning Map

Petition # 2020-10 - SE 3rd Ave



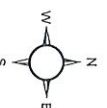
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City of Durant
Community Development

Printed: April 28, 2020



§ 157.028 I-1 LIGHT INDUSTRIAL DISTRICT.

The purpose of the I-1 Industrial District is to provide a location for industries. The intent is to preserve this land especially for industry in locations with access to major streets, as well as locations generally accessible to railroad transportation. Because of possible objectionable influences that may be created in this district, it is necessary to locate I-1 carefully in relation to other districts and provide such features as buffers or setback strips between this district and other zoning districts.

('93 Code, § 12-215) (Ord. 1040, passed 4-12-83)



Danielle Barker <dbarker@durant.org>

Update to Rezoning Application for Yandell/Mullins Land

1 message

brad@active realestateok.com <brad@active realestateok.com>

Mon, Jun 22, 2020 at 11:54 AM

To: Danielle Barker <dbarker@durant.org>, Aaron Walkup <awalkup@durant.org>

Good Morning,

Please see attached for a new survey for "Tract 1.1". Mr. Mullins would like this tract excluded from the rezoning application, or he will request at the commission meeting that the board make a recommendation to the city council to NOT allow this portion to be rezoned.

We are calling this piece of land "Tract 1.1" and it encompasses the westernmost 30 Acres of "Tract 1". The legal description for this tract is on the attached new survey. Both "Tract 1" and "Tract 1.1" are referenced in the Warranty Deed originally provided for "Tract 1". The new legal description for Tract 1 should read as follows:

New Tract 1 Legal Description: "A tract of land described as: Beginning at the SW/C of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Meridian in Bryan County, Oklahoma; Thence N00°29'46"W, along the West Line of said NE/4, a distance of 1198.69 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 9 courses: N89°10'56"E a distance of 35.58 feet; N40°59'43"E a distance of 66.36 feet;

N00°49'04"W a distance of 79.45 feet; N89°26'48"E a distance of 840.15 feet; S85°01'57"E a distance of 609.32 feet; S74°06'00"E a distance of 910.10 feet; S42°08'15"E a distance of 41.98 feet; S02°18'35"E a distance of 298.93 feet; S06°06'15"E a distance of 585.12 feet; Thence S89°18'31"W, leaving said R/W and parallel to the South Line of said NE/4, a distance of 1477.55 feet; Thence S00°00'00"E a distance of 93.00 feet to a point on the West R/W Line of the abandoned MO, OK & Gulf Railway and the South Line of said NE/4; Thence S89°18'31"W, along the South Line of said NE/4, a distance of 1015.08 feet (R=1026.75') back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N00°29'46"W along the West Line of said NE/4. **LESS AND EXCEPT** East of the Indian Meridian in Bryan County, Oklahoma; Thence N00°29'46"W, along the West Line of said NE/4, a distance of 1198.69 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 5 courses: N89°10'56"E a distance of 35.58 feet; N40°59'43"E a distance of 66.36 feet; N00°49'04"W a distance of 79.45 feet; N89°26'48"E a distance of 840.15 feet; S85°01'57"E a distance of 45.58 feet; Thence S02°53'11"E, leaving said R/W, a distance of 1229.16 feet; Thence S00°00'00"E a distance of 93.00 feet to a point on the West R/W Line of the abandoned MO, OK & Gulf Railway and the South Line of said NE/4; Thence S89°18'31"W, along the South Line of said NE/4, a distance of 1015.08 feet (R=1026.75') back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N00°29'46"W along the West Line of said NE/4. This description was prepared on June 22, 2020 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 30.00 acres of land. This description was prepared on December 19, 2019 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 66.76 acres of land."

Legal Description for Tract 1.1: A tract of land described as: Beginning at the SW/C of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Meridian in Bryan County, Oklahoma; Thence N00°29'46"W, along the West Line of said NE/4, a distance of 1198.69 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 5 courses: N89°10'56"E a distance of 35.58 feet; N40°59'43"E a distance of 66.36 feet; N00°49'04"W a distance of 79.45 feet; N89°26'48"E a distance of 840.15 feet; S85°01'57"E a distance of 45.58 feet; Thence S02°53'11"E, leaving said R/W, a distance of 1229.16 feet; Thence S00°00'00"E a distance of 93.00 feet to a point on the West R/W Line of the abandoned MO, OK & Gulf Railway and the South Line of said NE/4; Thence S89°18'31"W, along the South Line of said NE/4, a distance of 1015.08 feet (R=1026.75') back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N00°29'46"W along

the West Line of said NE/4. This description was prepared on June 22, 2020 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 30.00 acres of land.

Please give me a call with any questions. Thank you so much again for your help on this.

Brad Aycock***Managing Broker / REALTOR®***

580-775-4714 - Cell

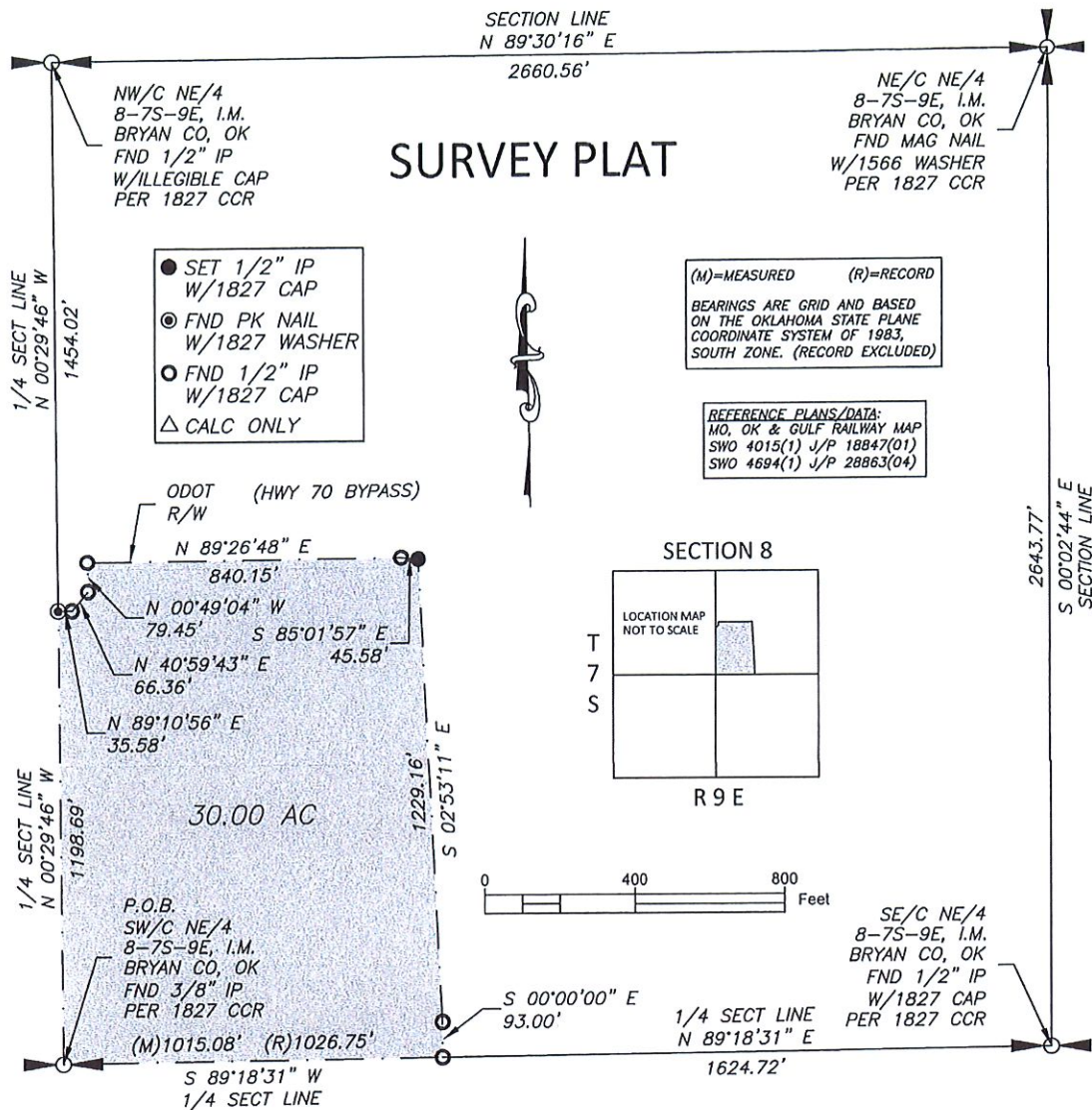
580-924-4003 - Office

888-228-4270 - Fax

1205 W Main St, Durant, OK 74701

brad@activerealestateok.comwww.DurantOKHomes.com

Tract 1-1 - Signed Survey (30ac).pdf
902K

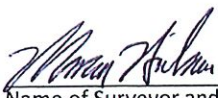


LEGAL DESCRIPTION: (as created by this survey)

A tract of land described as: Beginning at the SW/C of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Meridian in Bryan County, Oklahoma; Thence N00°29'46"W, along the West Line of said NE/4, a distance of 1198.69 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 5 courses: N89°10'56"E a distance of 35.58 feet; N40°59'43"E a distance of 66.36 feet; N00°49'04"W a distance of 79.45 feet; N89°26'48"E a distance of 840.15 feet; S85°01'57"E a distance of 45.58 feet; Thence S02°53'11"E, leaving said R/W, a distance of 1229.16 feet; Thence S00°00'00"E a distance of 93.00 feet to a point on the West R/W Line of the abandoned MO, OK & Gulf Railway and the South Line of said NE/4; Thence S89°18'31"W, along the South Line of said NE/4, a distance of 1015.08 feet (R=1026.75') back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N00°29'46"W along the West Line of said NE/4. This description was prepared on June 22, 2020 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 30.00 acres of land.

CERTIFICATE OF SURVEY:

This plat of 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.

 1827
Name of Surveyor and PLS #

6/22/20
Date of Signature

6/22/20
Date of Last Site Visit



SECTION 37 SURVEYING & MAPPING

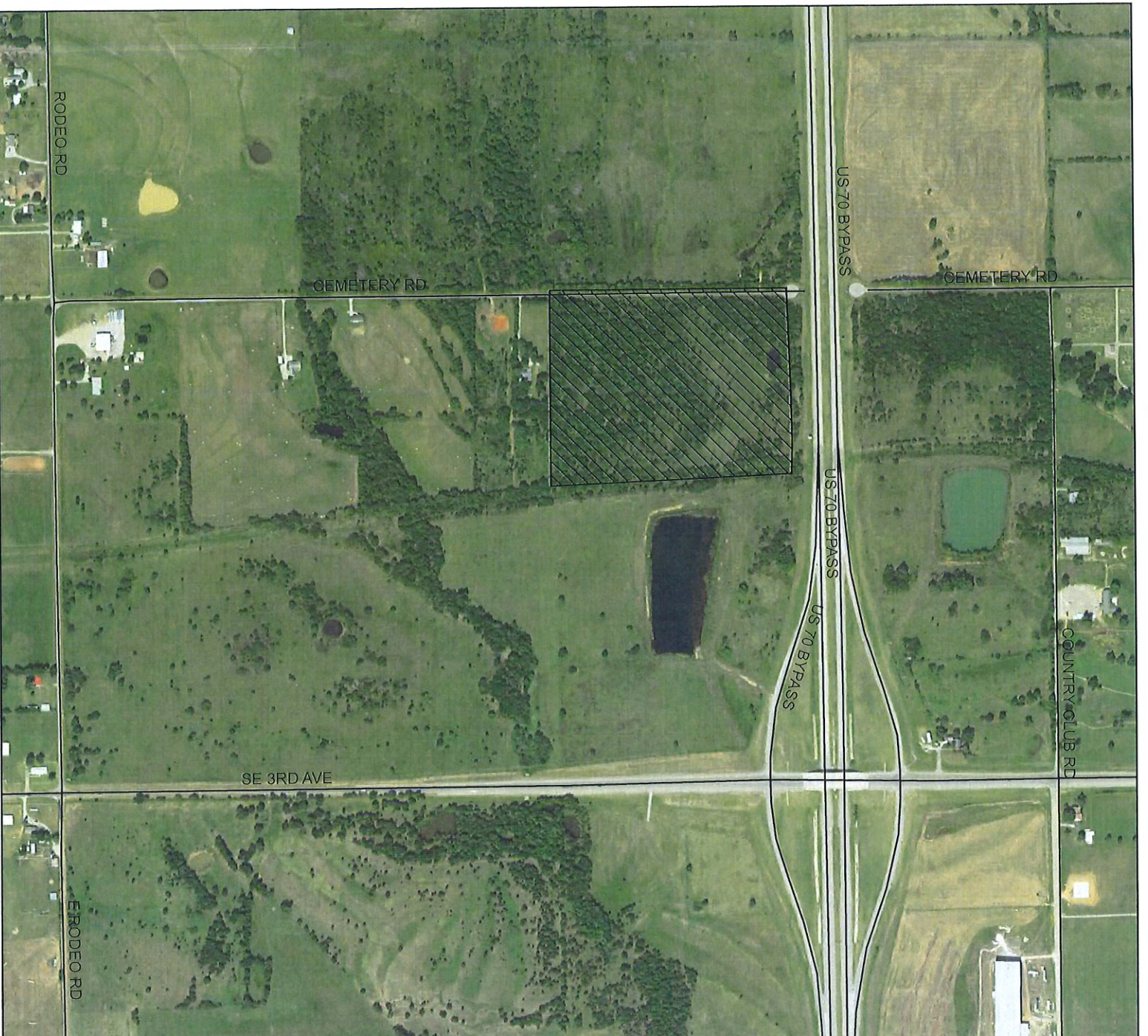
P.O. Box 1876, DUNCAN, OK 73534
(580) 786-4363 surveyor@section-37.com
Certificate of Authorization #7984

Survey For: Monny Mullins

Field Survey Conducted: 6/22/2020

Zoning Map

Petition # 2020-10 - SE 3rd Ave



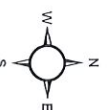
- A1 - Agriculture
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City of Durant
Community Development

Printed: June 24, 2020



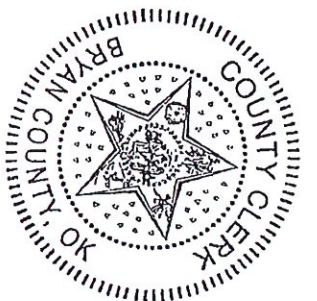
Family Transfer

I-2020-720310 Book 1516 Pg: 945
3/1/4/2020 8:48 am Pg 0945-0947
Fee: \$ 22.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

WARRANTY DEED
(INDIVIDUAL)

KNOW ALL MEN BY THESE PRESENTS:

TRACT 1



That, **MECKY YANDELL and B. R. YANDELL, wife and husband**, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **MONNY L. MULLINS and STEPHANIE MULLINS, 2525 SE 3rd, Durant, OK 74701**, as joint tenants, the survivor to take all, and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

See Attached Exhibit "A"

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

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

SIGNED AND SEALED this the 10th day of January, 2020.

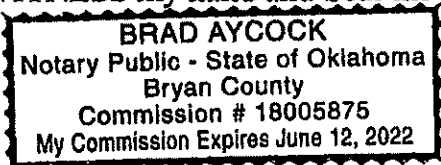
Mecky Vandell
MECKY YANDELL

B. R. Vandell
B. R. YANDELL

STATE OF OKLAHOMA)
)ss. ACKNOWLEDGMENT
COUNTY OF Bryan)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of January, 2020, personally appeared **MECKY YANDELL and B. R. YANDELL, wife and husband**, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



[Signature]
NOTARY PUBLIC

My Commission Expires: _____

Exhibit "A"

TRACT A: A tract of land described as: Beginning at the SW/C of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Meridian in Bryan County, Oklahoma; Thence N00°29'46"W, along the West Line of said NE/4, a distance of 1198.69 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 9 courses: N89°10'56"E a distance of 35.58 feet; N40°59'43"E a distance of 66.36 feet; N00°49'04"W a distance of 79.45 feet; N89°26'48"E a distance of 840.15 feet; S85°01'57"E a distance of 609.32 feet; S74°06'00"E a distance of 910.10 feet; S42°08'15"E a distance of 41.98 feet; S02°18'35"E a distance of 298.93 feet; S06°06'15"E a distance of 585.12 feet; Thence S89°18'31"W, leaving said R/W and parallel to the South Line of said NE/4, a distance of 1477.55 feet; Thence S00°00'00"E a distance of 93.00 feet to a point on the West R/W Line of the abandoned MO, OK & Gulf Railway and the South Line of said NE/4; Thence S89°18'31"W, along the South Line of said NE/4, a distance of 1015.08 feet (R=1026.75') back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N00°29'46"W along the West Line of said NE/4. This description was prepared on December 19, 2019 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 66.76 acres of land.

Family Transfer

1-2020-720309 Book 1516 Pg: 942
01/14/2020 8:48 am Pg 0942-0944
Fee: \$ 22.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

WARRANTY DEED (INDIVIDUAL)



KNOW ALL MEN BY THESE PRESENTS: **TRACT 2**

That, **MONNY L. MULLINS a/k/a MONNY MULLINS and STEPHANIE MULLINS, husband and wife**, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **MECKY YANDELL and B. R. YANDELL, PO Box 450125, Grove, OK 74345**

, as joint tenants, the survivor to take all, and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

See Attached Exhibit "A"

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

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

<Signature Page to Follow>

SIGNED AND SEALED this the 10th day of January, 2020.

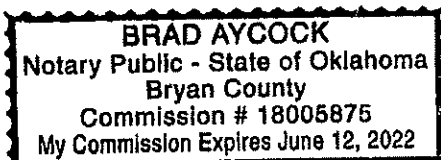
Monny L. Mullins
MONNY L. MULLINS
a/k/a MONNY MULLINS

Stephanie Mullins
STEPHANIE MULLINS

STATE OF OKLAHOMA)
)ss. ACKNOWLEDGMENT
COUNTY OF Bryan)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of January, 2020, personally appeared **MONNY L. MULLINS a/k/a MONNY MULLINS and STEPHANIE MULLINS, husband and wife**, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



My Commission Expires: _____

[Signature]
NOTARY PUBLIC

Exhibit "A"

TRACT B: A tract of land described as: Commencing at the SW/C of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Meridian in Bryan County, Oklahoma; Thence N89°18'31"E, along the South Line of said NE/4, a distance of 1015.08 feet (R=1026.75') to a point on the West R/W Line of the abandoned MO, OK & Gulf Railway and the Point of Beginning; Thence N00°00'00"W a distance of 93.00 feet; Thence N89°18'31"E, parallel to the South Line of said NE/4, a distance of 1477.55 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 3 courses: S06°06'15"E a distance of 218.91 feet; S02°06'42"E a distance of 331.90 feet; S00°29'33"E a distance of 1525.93 feet to a point on the North Line of the S/2 of the SE/4 of the SE/4 of said Section 8; Thence S89°20'09"W, along the North Line of the S/2 of the SE/4 of said SE/4, a distance of 1290.15 feet to a point on the West R/W Line of the abandoned MO, OK & Gulf Railway; Thence N06°47'58"W, along said West R/W Line, a distance of 1993.36 feet back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N89°18'31"E along the South Line of said NE/4. This description was prepared on December 19, 2019 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 66.77 acres of land.

Family Transfer

WARRANTY DEED (INDIVIDUAL)



KNOW ALL MEN BY THESE PRESENTS:

TRACT 3

That, **MONNY L. MULLINS a/k/a MONNY MULLINS and STEPHANIE MULLINS, husband and wife**, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **MECKY YANDELL and B. R. YANDELL, wife and husband**, PO Box 450125, Grove, OK 74345, as joint tenants, the survivor to take all, and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

The SE/4 SW/4 SE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma.

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

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

<Signature Page to Follow>

SIGNED AND SEALED this the 10th day of January, 2020.

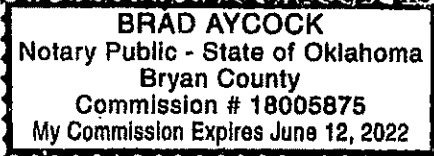
Monny L. Mullins
MONNY L. MULLINS
a/k/a MONNY MULLINS

Stephanie Mullins
STEPHANIE MULLINS

STATE OF OKLAHOMA)
)ss. ACKNOWLEDGMENT
COUNTY OF Bryan)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of January, 2020, personally appeared **MONNY L. MULLINS a/k/a MONNY MULLINS and STEPHANIE MULLINS, husband and wife**, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



[Signature]
NOTARY PUBLIC

My Commission Expires: _____

Family
Transfer

TRACT 4

**WARRANTY DEED
(INDIVIDUAL)**

I-2020-721175 Book 1519 Pg: 662
02/19/2020 10:07 am Pg 0662-0664
Fee: \$ 22.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That, **MONNY L. MULLINS a/k/a MONNY MULLINS and STEPHANIE MULLINS, husband and wife**, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **MECKY YANDELL and B. R. YANDELL, PO Box 450125, Grove, OK 74345**

, as joint tenants, the survivor to take all, and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:



See Attached Exhibit "A"

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

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

<Signature Page to Follow>

SIGNED AND SEALED this the 17th day of February, 2020.

Monny L. Mullins

MONNY L. MULLINS
a/k/a MONNY MULLINS

Stephanie Mullins

STEPHANIE MULLINS

STATE OF OKLAHOMA)

)ss.

ACKNOWLEDGMENT

COUNTY OF Bryan)

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of February, 2020, personally appeared MONNY . MULLINS a/k/a MONNY MULLINS and STEPHANIE MULLINS, wife and husband, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public - State of Oklahoma
Bryan County
Commission # 18005875
My Commission Expires June 12, 2022

[Signature]
NOTARY PUBLIC

My Commission Expires: 6-12-2022

EXHIBIT "A"

TRACT A: A tract of land described as: Beginning at the NW/C of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Meridian in Bryan County, Oklahoma; Thence N89°30'16"E, along the North Line of said NE/4, a distance of 1032.89 feet; Thence S00°00'00"E a distance of 1018.11 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 7 courses: N74°07'07"W a distance of 34.15 feet; Thence S89°10'55"W a distance of 150.00 feet; Thence S72°28'58"W a distance of 104.40 feet; Thence S89°10'55"W a distance of 664.00 feet; Thence N00°49'04"W a distance of 50.00 feet; Thence N41°17'47"W a distance of 65.74 feet; Thence S89°10'37"W a distance of 34.27 feet to a point on the West Line of said NE/4; Thence N00°29'46"W, along said West Line, a distance of 944.01 feet back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N89°30'16"E along the North Line of said NE/4. This description was prepared on January 31, 2020 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 24.27 acres of land.

*Family
Transfer*

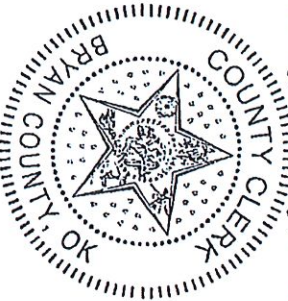
WARRANTY DEED (INDIVIDUAL)

TRACT 5

1-2020-721176 Book 1519 Pg: 665
02/19/2020 10:07 am Pg 0665-0667
Fee: \$ 22.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That, **MECKY YANDELL and B. R. YANDELL, wife and husband**, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **MONNY L. MULLINS and STEPHANIE MULLINS, 2525 SE 3rd, Durant, Ok 74701**, as joint tenants, the survivor to take all, and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:



See Attached Exhibit "A"

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

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

SIGNED AND SEALED this the 17th day of February, 2020.

Mecky Yandell
MECKY YANDELL

B. R. Yandell
B. R. YANDELL

STATE OF OKLAHOMA)
)ss. ACKNOWLEDGMENT
COUNTY OF Bryan)

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of February, 2020, personally appeared MECKY YANDELL and B. R. YANDELL, wife and husband, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public - State of Oklahoma
Bryan County
Commission # 18005875
My Commission Expires June 12, 2022

[Signature]
NOTARY PUBLIC

My Commission Expires: 6-12-2022

EXHIBIT "A"

TRACT B: Commencing at the NW/C of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Meridian in Bryan County, Oklahoma; Thence N89°30'16"E, along the North Line of said NE/4, a distance of 1032.89 feet to the Point of Beginning; Thence N89°30'16"E, continuing along said North Line, a distance of 1124.67 feet; Thence S00°11'33"E a distance of 791.25 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 4 courses: S70°48'20"W a distance of 221.86 feet; Thence S75°56'55"W a distance of 531.56 feet; Thence S80°51'37"W a distance of 338.84 feet; Thence N74°07'07"W a distance of 70.25 feet; Thence N00°00'00"W a distance of 1018.11 feet back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N89°30'16"E along the North Line of said NE/4. This description was prepared on January 31, 2020 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 24.27 acres of land.

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 42.75

INDEXED
WARRANTY DEED
(JOINT TENANCY)

516051
State of Oklahoma
County of Bryan
Filed 12-30-99
Book 750 Page 979
Gloria Sue Williams 980
County Clerk JH Depl

KNOW ALL MEN BY THESE PRESENTS:

TRACT 6

That, **HELEN JOY MULLINS**, a single person, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **MONNY L. MULLINS and STEPHANIE MULLINS**, husband and wife, 2525 SE 3rd
Durant, OK 74701, as joint tenants, the survivor to take all, and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

Tract 1: A part of the NE/4 NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a point North 89 degrees 43 minutes 16 seconds West 106 feet and South 00 degrees 25 minutes 26 seconds West 460.06 feet on West Highway Right-of-Way from the Northeast corner of said Section 8; Thence North 89 degrees 57 minutes 34 seconds West 197.16 feet; Thence South 02 degrees 18 minutes 33 seconds West 181.67 feet; Thence South 88 degrees 29 minutes 01 seconds East 203.17 feet to the Highway Right-of-Way, Thence North 00 degrees 25 minutes 26 seconds East along Highway Right-of-Way 186.76 feet to the Point of Beginning.

Tract 2: A part of the NE/4 NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a point North 89 degrees 43 minutes 16 seconds West 106 feet on West Highway Right-of-Way from the Northeast Corner of said Section 8, Thence North 89 degrees 43 minutes 16 seconds West 397 feet; Thence South 00 degrees 34 minutes 55 seconds West 1091.41 feet; Thence South 89 degrees 43 minutes 16 seconds East 400.02 feet to Highway Right-of-Way, Thence North 00 degrees 25 minutes 26 seconds East 444.78 feet along Highway Right-of-Way; Thence North 88 degrees 29 minutes 01 seconds West 203.17 feet; Thence North 02 degrees 18 minutes 33 seconds East 181.67 feet; Thence South 89 degrees 57 minutes 34 seconds East 197.16 feet to Highway Right-of-Way, Thence North 00 degrees 25 minutes 26 seconds East 460.06 feet along Highway Right-of-Way to the Point of Beginning.

R.S. \$42.75

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

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

SIGNED AND SEALED this the 28th day of December, 1999.

Helen Joy Mullins

HELEN JOY MULLINS

STATE OF OKLAHOMA

)

)ss.

ACKNOWLEDGMENT

COUNTY OF BRYAN

)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of December, 1999, personally appeared HELEN JOY MULLINS, a single person, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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



[Signature]
NOTARY PUBLIC

Family Transaction No Revenue

General Warranty Deed

This indenture, made this 10 day of July, 2004 between **Helen Joy Mullins**, A Single Person, and **Mecky J. Yandell and B.R. Yandell**, Wife and Husband, and **Monny Lee Mullins and Stephanie Mullins**, Husband and Wife, parties of the first part; **Mecky J. Yandell and B.R. Yandell**, Wife and Husband, parties of the second part, with mailing address of:

PO Box 450125
Gore, OK 74344-0125

560448

State of Oklahoma
County of Bryan
Filed <u>7-13-04</u> <u>767</u>
Book <u>1262</u> Page <u>66</u> - Tm <u>10:22</u>
Patricia L. Brady
County Clerk <u>★</u> Deputy
Filing Information

TRACT 7

WITNESSETH, that said parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said parties of the second **Mecky J. Yandell and B.R. Yandell**, as joint tenants, all of the right, title, claim, interest and estate of parties of the first part, both at law and equity of, in and to the following described real property, situated in the County of Bryan, State of Oklahoma, to-wit:

The S½ SE¼ SE¼ of Section 8, Township 7 South, Range 9 East.

Together with all and singular the hereditaments and appurtenances thereunto belonging, to have and to hold the above granted premises unto said parties of the second part, as joint tenants..

And that the said **party grantor**, and for his heirs, administrators, successors and assigns, does hereby covenant and agree to and with the said parties of the second part that, at the delivery of these presents, he is lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, judgments, estate, taxes, assessments and encumbrances of whatsoever nature and kind, EXCEPT: easements and building restrictions of record and special assessments not yet due; NONE OTHER and that parties grantor will WARRANT AND FOREVER DEFEND the same unto said parties of the second part, their heirs and assigns against said parties of the first part, their heirs, successors and assigns, and all and every person or persons whomsoever lawfully claiming, or to claim the same.

IN WITNESS WHEREOF, party of the first part have executed or caused to be executed, this instrument the day and year first above written.



Helen Joy Mullins
Helen Joy Mullins

Mecky J. Yandell
Mecky J. Yandell

B.R. Yandell
B.R. Yandell

Menny Lee Mullins
Menny Lee Mullins

Stephanie Mullins
Stephanie Mullins

State of Oklahoma
County of Bryan

SS

Before me the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 2004, personally appeared **Mecky J. Yandell and B.R. Yandell**, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: 3/1/06
Commission No. 02003723



Terri D. Glover
Notary Public

ORDINANCE NO. 1904

AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE AN DECLARING AND EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That the zoning map is hereby amended as to replace the A-1 Agriculture District to the I-1 Light Industrial District for property located the Highway 70 Bypass and Cemetery Rd in Durant and more particularly described as;

A tract of land described as: Beginning at the Northwest corner of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma; Thence North 89 degrees 30 minutes 16 seconds East along the North line of said NE/4 a distance of 1032.89 feet; Thence South 00 degrees 00 minutes 00 seconds East a distance of 1018.11 feet to a point on the State of Oklahoma Right-of-Way; Thence along said Right-of-Way for the following 7 courses: North 74 degrees 07 minutes 07 seconds West a distance of 34.15 feet; Thence South 89 degrees 10 minutes 55 seconds West a distance of 150.00 feet; Thence South 72 degrees 28 minutes 58 seconds West a distance of 104.40 feet; Thence South 89 degrees 10 minutes 55 seconds West a distance of 664.00 feet; Thence North 00 degrees 49 minutes 04 seconds West a distance of 50.00 feet; Thence North 41 degrees 17 minutes 47 seconds West a distance of 65.74 feet; Thence South 89 degrees 10 minutes 37 seconds West a distance of 34.27 feet to a point on the West line of said NE/4; Thence North 00 degrees 29 minutes 46 seconds West along said West line a distance of 944.01 feet back to the Point of Beginning.

A tract of land described as: Commencing at the Southwest corner of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma; Thence North 89 degrees 18 minutes 31 seconds East along the South line of said NE/4 a distance of 1015.08 feet (R=1026.75 feet) to a point on the West Right-of-Way line of the abandoned MO, OK & Gulf Railway and the Point of Beginning; Thence North 00 degrees 00 minutes 00 seconds West a distance of 93.00 feet; Thence North 89 degrees 18 minutes 31 seconds East parallel to the South line of said NE/4 a distance of 1477.55 feet to a point on the State of Oklahoma Right-of-Way; Thence along said Right-of-Way for the following 3 courses: South 06 degrees 06 minutes 15 seconds East a distance of 218.91 feet; Thence South 02 degrees 06 minutes 42 seconds East a distance of 331.90 feet; Thence South 00 degrees 29 minutes 33 seconds East a distance of 1525.93 feet to a point on the North line of the S/2 SE/4 SE/4 of said Section 8; Thence South 89 degrees 20 minutes 09 seconds West along the North line of the S/2 SE/4 SE/4 a distance of 1290.15 feet to a point on the West Right-of-Way line of the abandoned MO, OK & Gulf Railway; Thence North 06 degrees 47 minutes 58 seconds West along said West Right-of-Way line a distance of 1993.36 feet back to the Point of Beginning.

The S/2 SE/4 SE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the Government Survey thereof, LESS AND EXCEPT a tract described as: Commencing at the Southeast corner of said S/2 SE/4 SE/4; Thence South 89 degrees 18 minutes 41 seconds West along the South line of said S/2 SE/4 SE/4 a distance of 64.69 feet to a point on the present West Right-of-Way line of State Highway No. 78, said point being the Point of Beginning; Thence continuing South 89 degrees 18 minutes 41 seconds West along said South line a distance of 25.00 feet; Thence North 00 degrees 23 minutes 40 seconds West a distance of 661.35 feet to a point on the North line of said S/2 SE/4 SE/4; Thence North 89 degrees 19 minutes 29 seconds East along said North line a distance of 25.00 feet to a point on said present West Right-of-Way line; Thence South 00 degrees 23 minutes 40 seconds East along said present West Right-of-Way line a distance of 661.34 feet to the Point of Beginning.

The SE/4 SW/4 SE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the Government Survey thereof.

A tract of land described as: Commencing at the Northwest corner of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma; Thence North 89 degrees 30 minutes 16 seconds East along the North line of said NE/4 a distance of 1032.89 feet to the Point of Beginning; Thence North 89 degrees 30 minutes 16 seconds East continuing along said North line a distance of 1124.67 feet; Thence South 00 degrees 11 minutes 33 seconds East a distance of 791.25 feet to a point on the State of Oklahoma Right-of-Way; Thence along said Right-of-Way for the following 4 courses: South 70 degrees 48 minutes 20 seconds West a distance of 221.86 feet; Thence South 75 degrees 56 minutes 55 seconds West a distance of 531.56 feet; Thence South 80 degrees 51 minutes 37 seconds West a distance of 338.84 feet; Thence North 74 degrees 07 minutes 07 seconds West a distance of 70.25 feet; Thence North 00 degrees 00 minutes 00 seconds West a distance of 1018.11 feet back to the Point of Beginning.

A tract of land described as: Beginning at the Southwest corner of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma; Thence North 00 degrees 29 minutes 46 seconds West along the West line of said NE/4 a distance of 1198.69 feet to a point on the State of Oklahoma Right-of-Way; Thence along said Right-of-Way for the following 9 courses: North 89 degrees 10 minutes 56 seconds East a distance of 35.58 feet; Thence North 40 degrees 59 minutes 43 seconds East a distance of 66.36 feet Thence North 00 degrees 49 minutes 04 seconds West a distance of 79.45 feet; Thence North 89 degrees 26 minutes 48 seconds East a distance of 840.15 feet; Thence South 85 degrees 01 minutes 57 seconds East a distance of 609.32 feet; Thence South 74 degrees 06 minutes 00 seconds East a distance of 910.10 feet; Thence South 42 degrees 08 minutes 15 seconds East a distance of 41.98 feet; Thence South 02 degrees 18 minutes 35 seconds East a distance of 298.93 feet; Thence South 06 degrees 06 minutes 15 seconds East a distance of 585.12 feet; Thence South 89 degrees 18 minutes 31 seconds West leaving said Right-of-Way and parallel to the South line of said NE/4 a distance of 1477.55 feet; Thence South 00 degrees 00 minutes 00 seconds East a distance of 93.00 feet to a point on the West Right-of-Way line of the abandoned MO, OK & Gulf Railway and the South line of said NE/4; Thence South 89 degrees 18 minutes 31 seconds West along the South line of said NE/4 a distance of 1015.08 feet (R=1026.75 feet) back to the Point of Beginning.

A part of the NE/4 NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as Beginning at a point North 89 degrees 43 minutes 16 seconds West 106 feet and South 00 degrees 25 minutes 26 seconds West 460.06 feet on the West Highway Right-of-Way from the Northeast corner of said Section 8; Thence North 89 degrees 57 minutes 34 seconds West 197.16 feet; Thence South 02 degrees 18 minutes 33 seconds West 181.67 feet; Thence South 88 degrees 29 minutes 01 seconds East 203.17 feet to the Highway Right-of-Way; Thence North 00 degrees 25 minutes 26 seconds East along Highway Right-of-Way 186.76 feet to the Point of Beginning.

A part of the NE/4 NE/4 of Section 8 Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as Beginning at a point North 89 degrees 43 minutes 16 seconds West 106 feet on West Highway Right-of-Way from the Northeast corner of said Section 8; Thence North 89 degrees 43 minutes 16 seconds West 397 feet; Thence South 00 degrees 34 minutes 55 seconds West 1091.41 feet; Thence South 89 degrees 43 minutes 16 seconds East 400.02 feet to Highway Right-of-Way; Thence North 00 degrees 25 minutes 26 seconds East 444.78 feet along Highway Right-of-Way; Thence North 88 degrees 29 minutes 01 seconds West 203.17 feet; Thence North 02 degrees 18 minutes 33 seconds East 181.67 feet; Thence South 89 degrees 57 minutes 34 seconds East 197.16 feet to Highway Right-of-Way; Thence North 00 degrees 25 minutes 26 seconds East 460.06 feet along Highway Right-of-Way to the Point of Beginning. LESS AND EXCEPT a tract of land in part of the NE/4 NE/4 of said Section 8 described as follows: Beginning at a point where the present West Right-of-Way line of State Highway No. 78 intersects the North line of said NE/4 NE/4 a distance of 91.21 feet South 89 degrees 30 minutes 42 seconds West of the Northeast corner of said NE/4 NE/4; Thence South 00 degrees 23 minutes 40 seconds East along said present West Right-of-Way line a distance of 1091.41 feet; Thence South 89 degrees 30 minutes 42 seconds West a distance of 397.00 feet; Thence North 00 degrees 23 minutes 40 seconds West a distance of 301.33 feet; Thence North 70 degrees 25 minutes 52 seconds East a distance of 4.78 feet; Thence North 76 degrees 58 minutes 27 seconds East a distance of 240.42 feet; Thence North 88 degrees 59 minutes 15 seconds East a distance of 55.26 feet; Thence North 41 degrees 06 minutes 42 seconds East a distance of 34.14 feet; Thence North 00 degrees 23 minutes 40 seconds West a distance of 60.00 feet; Thence North 00 degrees 23 minutes 40 seconds West a distance of 330.00 feet; Thence North 05 degrees 49 minutes 53 seconds East a distance of 276.63 feet; Thence North 41 degrees 21 minutes 32 seconds West a distance of 38.13 feet; Thence North 00 degrees 23 minutes 40 seconds West a distance of 16.50 feet to a point on the North line of said NE/4 NE/4; Thence North 89 degrees 30 minutes 42 seconds East along said North line a distance of 75.00 feet to the Point of Beginning.

SECTION 2. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 14th day of July, 2020.

Oden Grube, Mayor
City Of Durant, Oklahoma

ATTEST:

Cynthia Price, City Clerk

**Minutes of the Durant Municipal Planning Commission Meeting of Tuesday,
May 26, 2020 Roscoe J. Hatfield, City Council Chambers, Durant City Hall**

CALL TO ORDER:

Planning Commission Chair Kevin Keener called the meeting to order at 5:35p.m.

INVOCATION:

Drew Jackson

Roll Call:

Planning Commission Members:

Present: Kerr, Horner, Jackson, Keener

Absent: Knight

1. CONSIDERATION APPROVAL OF MINUTES

- Planning Commission Meeting of April 21, 2020

Motion was made by Commission Member Kerr and seconded by Commission Member Jackson to approve the minutes of April 21, 2020 as presented

Motion carried by the following vote:

Aye: Kerr, Jackson, Keener

Nay:

Abstain

2. CONSIDERATION PC2020-10

Danielle Barker reviewed with the Planning Commission members a rezoning case to go from Ag to Light Industrial. The surrounding properties are mostly Ag and R-1. There is a small slither of property that is Industrial across the street. So, there is some industrial in the area. The applicant approached staff with the idea that potential development would be better suited for Industrial rather than Ag. There are no current plans as to what they want to do with the property. Their thought was they would like have it as Industrial zoning. The property is about 215 acres. There is currently nothing on the property. The current future land use map shows the area as being Hwy Commercial and Ag uses. Therefore the zoning request is not in compliance with the Comp Plan however that is something that we are working on and that area is on the list that will be examined to change. The applicant is here to answer any questions, but if you have any questions for me I will be happy to answer them.

K. Keener: I do have general questions about I-1 and what it abuts. I know that when you have I-1 against R something you're going to have to have a barrier and 8 ft fence and some other things. It seems like I next to A is not that way.

D. Barker: I don't believe it is typically, Ag land is more than 5 acres. So since smaller lots exist in R that is probably why that exists.

K. Keener: Some of these zonings off of Cemetery Rd are used primarily as R. I do believe there is some language in the classifications talking about if there's a road that separates you're not required to have a barrier. Do you know what I'm talking about?

D. Barker: I do and that may be right I don't remember right off the top of my head.

K. Keener: I'm just looking at the folks on Cemetery Rd to the east side of Cemetery Rd there are some residences there and then you have that big piece zoned R-1 not to long ago on the west side of Cemetery Rd. I'm just wondering how they're going to compliment or contrast with each other.

D. Barker: You're right. That is what I have been thinking as well. Trying to figure out which way it should go.

K. Keener: The reason I'm bringing that up is that if they are not required to have fencing or a separation of barriers then they could run into some challenges there.

D. Barker: Right and there are those additional restrictions that no light or sound can leave the property and things like that. There are some protections there. You also have to look at how well it will compliment the whole area long term.

K. Keener: Any questions for Ms. Barker? Okay then we will have the applicant come up and speak, Mr. Aycock.

B. Aycock: I'm here representing Mr. Monny Mullins and his wife and Buddy and Becky Yandell. They separately own all of the 7 tracts that we have applied to re-zone. It's pretty much 50/50 across the board which tracts they own and total acreage as well. Based on our work with them and our market analysis of the property we feel like the highest and best use for the land is Light Industrial. It's right there by the by-pass and it would be beneficial for some type of shipping or warehouse that is why they wanted to go with Light Industrial. They were not interested in moving it to an I-2. And after reviewing the Commercial designations they didn't feel like that was right either. They don't have any interest in using the land going forward. So that is why they were thinking what the land would best be used for in the future and picked the Light Industrial.

D. Jackson: What is the motive behind the re-zoning?

B. Aycock: To make it easier to transfer property to someone who may want to use it for the purposes that I mentioned.

D. Jackson: Is it under contract right now?

B. Aycock: No it is not.

K. Keener: It looks like from the packet that there is water in the vicinity?

B. Aycock: Based on what I have been able to come up with there is city water and sewer access right there at the corner of SE 3rd and Country Club Rd. I do not know what condition that infrastructure is in. I think it was recently upgraded for the Industrial land down Country Club Rd. I do know there is new infrastructure sitting in a parking lot down Country Club Rd I am not sure what it is for. South of the by-pass is rural water and I don't think there is any city sewer south of the by-pass but I'm not sure. I do know it is available on the corner of SE 3rd and Country Club. All of the land is vacant except for tract 6 there is a single family home on that property.

K. Keener: Whitney do you have any questions?

W. Kerr: Looking at the area I don't think this is spot zoning but here is my issue I'm happier if there is Industrial right beside where they are and there is not technically in the zoning. But for that area is an Industrial area. For everything there is Industrial so it gives me a little bit of pause because the Industrial is across the street and not side by side but at the same time that's one of the places that I think that future land use map would change to and Industrial designation because everything in that area is Industrial. So no questions just commentary.

K. Keener: Yeah that was my concern that we had not too long ago re-zoned that decent size tract there to R-1 on that west side of Cemetery Rd. And this property is going to butt up to it. Or be across the street from it.

D. Jackson: The R-1 zoning was south of the By-pass right?

K. Keener: Yes

C. Horner joined at 5:44 pm.

D. Jackson: We also have other houses on Cemetery Rd south of the by-pass. So I'm noticing there are some other R-1 uses that are connected.

W. Kerr: The housing division that we approved for re-zoning was that off of Rodeo or was it off of Cemetery?

K. Keener: It is off of Cemetery basically right on the south side of the by-pass if I'm remembering correctly.

B. Aycock: Is that the 160 acres?

K. Keener: Yeah

B. Aycock: So that's going to be South of the by-pass and West of Cemetery.

K. Keener: So it's right where that big tract comes along the South side of the by-pass and meets Cemetery Rd. On the opposite side of Cemetery Rd would be the large R-1 tract.

B. Aycock: I think most of the abutting properties are 5 acres or more. I think they are all rural Ag as far as everything that is East of Cemetery Rd. There is one Commercial property. I do think it is grandfathered in on Rodeo Rd.

K. Keener: Do we have anyone in opposition or questions or concerns?

D. Barker: Staff has not received anything but seeing as there are a few people in the crowd we might open up the opportunity for them to speak.

S. Levins: My husband and I have just built a new house on Rodeo Rd on the South side. It is right across the street from the property. When we bought this property we had the expectation that it would stay Agriculture. We have 60 acres I have horses my concern is and I do call this spot zoning. I'm very concerned with what properties could go there. Because ya'll spot zoning something that isn't even designated for what the property is going to be used for concerns me greatly; because they can sell it to anybody to do anything. And if it does not have the responsibility of building an 8 ft wall around it is obviously going to affect our property a great deal. In other words drive our property prices down. The other part that concerns me and why I call it spot zoning is there is a designated area on the other side of the by-pass that has been designated as Industrial. So to me you're trying to put an Industrial thing next to a spot that you have designated as R-1 recently. And over here are all of our homes. Everyone along Rodeo Rd has the thought that they will be able to have horses and cows. Behind us there are cattle and they run all over that place. And it bothers me that we will have an Industrial place right across the street that is going to do nothing but create problems with traffic and trash especially if they do not have to build a wall. And all kinds of things I see causing us problems in the future. Plus probably making our taxes go up. And we have no control over it and that really bothers me. It's almost like the batch plant that was built years ago when they first started developing out there. I thought it was interesting that the people doing it would plant trees all around this batch plant so that you wouldn't be able to see it. I'd like any of you to find a tree out there. So what they tell the council or what ya'll vote on may or may not be what actually happens after the property is sold. So if ya'll designate it as Industrial and the people who buy it can almost do whatever they want to with it. Because nobody checks up on it to see what is done after it is sold. And I think that really is spot zoning. I think it is detrimental to the growth of the City of Durant to keep going around and

doing the spot zoning. I consider that area as Agriculture and Residential. So that is why my husband and I oppose it. We just built a new house there. There is going to be more new houses built there.

J. Bishop: I live on Cemetery Rd I have a 5-acre tract. I am the northern most property on Cemetery Rd before you get to the by-pass. I have two different perspectives on this. My first perspective is that when I initially saw the paperwork request come to my house was that this is potential for the city to have some growth. If we had another plant coming in here the size of CMC it would greatly add to the appeal of being here in Durant. Your adding all of these jobs and be driving the need for more houses. Adding more employment is a positive for the City. It is decently close to the new Tubacex plant and there are things growing in that area that could make sense for it to happen. Then it comes to the other side. My property is abutting to this. Me being affected specifically I don't see it as a positive. It is a positive for the city but just not for me. I think it would reduce my property value as a Residential unit anyway. I visited with my neighbor who is not represented here; he wasn't able to make it. My two neighbors who are a joined to my property shared the same opinion of it sounds great for the City but we would want them to buy us out if they wanted to put in something like that. We wouldn't want to stay and that's our feeling on it. I'm all for a huge warehouse coming in for the City but I don't want to live next to one. Thank You.

K. Keener: Anybody else for or against the request?

P. Smith: I believe everybody would be against it. I don't think that the way the property lays out would work. You would have to go in there and do quite a bit of work to do anything Industrial. I do have the property that I think you were in reference to. That is on the corner of Cemetery and Rodeo. Where the property lay's at as Mr. Bishop was saying borders back to everyone's houses that they are going to build there. Eventually I'm going to build a house on the backside of my property. If you let them re-zone then what protection do you give our children, grandchildren and them wondering off into a situation like that. If they happen to make a concrete plant out of it, you have conveyor belts and all that. If a child doesn't pay attention and the workers aren't paying attention; we all know how construction accidents happen. So there's not enough safety that anyone has presented that is going to make enough safety for the residents that are there. There is also a railroad bed that comes through there as well. At anytime that railroad could come back and put that railroad back through there. I guess it lies behind Mr. Bishop's property. And then it comes through Mr. and Mrs. Levin's property. I don't remember which railroad it is but at anytime that railroad could come back through there so if the property is sold to an Industrial area and they put the railroad back in there are we going to hear trains all night? It's just a concern for all the noise. The issue was when they put in the steel fab plant in and Tubacex we wouldn't hear it. I'm at the corner of Cemetery and Rodeo Rd and I can hear it all night long dropping steel. There are no sound barriers there. They are down in a hole but that sound still travels. With the way the property lays I'm not sure how you would even have it Industrial because if they widen the highway through there how much access is the hwy department going to give each tract? Or are they going to turn trucks down Rodeo or Cemetery? Because you can't have access from the by-pass the state won't give any one access off the by-pass. I oppose it because I don't think it's the proper area. I agree with Mr. Aycock on having it on the north side of the by-pass because it is already there. The city water does come down Rodeo Rd we just don't have sewer. Everything that would benefit the Industrial part would be the North side of the by-pass nothing on the South side.

K. Keener: Anyone else want to speak?

B. Aycock: I just wanted to mention as far as the railroad easement goes it is an abandoned easement and the railroad company is no longer in business. It is on the survey from when we had it done. We don't ever anticipate there being a use for that railroad, especially with the by-pass being there now. It would be quite an undertaking I think.

S. Levins: When my husband and I bought our property my question to our attorney was since the

railroad runs through it actually separates ours where there is 20 acres then the railroad. I then asked how we can get that in our name he said you can't. But on the tax records it has the railroad separate. He informed us we cannot do anything on that piece of land. He said it would take an act of god to get it out from under the railroad and into our name again. So there is the possibility, it has happened in other places like Chattanooga Tennessee where they have taken not particularly a railroad but they have used it for other uses for their community and they are in their legally right to do that. And they would be legally in their right to do it to our property.

B. Aycock: We might clarify the difference between I-1 and I-2 because I do not think a concrete plant would work for an I-1. So I-1 specifically is more for shipping, warehousing, stuff that is not going to be nearly the nuisance a concrete plant would be. There is access going down SE 3rd and when we did our market analysis we determined the frontage for SE 3rd and Hwy 70 would be the most important to someone interested in that land. Access from Rodeo Rd really wasn't something that was in our thoughts.

K. Keener: I do believe the concrete batch plant is allowed in I-1 just from a recent case we had.

D. Barker: I think the batch plant can be in I-1. Drew and I had talked about the differences after that case.

J. Bishop: This question may be best to ask Whitney but what type of legal protections would residents around I-1 have if a concrete plant wanted to come in. Because with a concrete plant you have dust going everywhere how would you maintain that and keep us safe from that type of environment?

W. Kerr: So for the concrete plants there are some particular things built into the code in terms of signage in terms of barriers with fencing things like that. I will say, I don't know how protective they are and that's part of the reason we did not approve the concrete plant on the other side of town based on where it was and the possibility of protecting the close residents from that kind of debris. So there is some protection built into the code I think the level of protection is probably questionable on a concrete plant in general. Now you do have some legal protection in terms of nuisance and that's a whole different ball park involving lots and lots of lawsuits and stuff like that which a bit of a mess.

K. Keener: From circumstances we have had with the sand plant you usually have to end up getting DEQ or EPA involved. That's the remedy that I know of. I know we had that with the sand plant I don't know how affective that was or if it was shut them down and stop or if we need to get into that at this point. I guess was if affective?

D. Barker: It's still in the process so not as effective as what people would like it to be.

K. Keener: Any discussion among the Commission?

W. Kerr: My theory is always the land or property owner should be able to use their land as they want to with respect with restrictions upon everybody else around it. My issue is at this point we don't know what this property would be used for. This is kind of an early jump on trying to increase market ability so that it could be sold to an unknown person at some future point. So we are making some big assumptions as to what industry could go in there. I would have some concerns if I lived in that neighborhood. I'd have some massive concerns about what might come in.

D. Jackson: I have some similar thoughts in terms of 215 acres in broad stroke next to what we just re-zoned R-1. It is a pretty big leap from R-1 or A to I. Especially without knowing intended use or being able to negotiate protection for residents and I have concerns for that reason.

C. Horner: Yeah, that's my thoughts as well. I think I would like to see them come to a committee

on a project versus a broad stroke and everything. I like to see what type of project you are putting in there and maybe look at each individual one and try to get the community on board with the understanding of what is going in there.

K. Keener: Do you have a PUD in Industrial projects?

D. Barker: You could potentially have a PUD with Industrial areas. I do not think it is done very often it's usually with Commercial and Residential type uses. That is something that potentially could be done. But you all are right, without knowing the specific of what is going in there we have to consider everything that is within I-1 could potentially go in there.

D. Jackson: To your point earlier this is outside of the current future land use map and that could change with review. So our perception could change with that. But I can't make large changes without knowing if the future land use map is going to change with it.

K. Keener: Also with I-1 there's a potential concern that there is not a minimum lot area and not a minimum frontage so you could peel off some land back here on Cemetery and force traffic down there for land owners who don't have access anywhere else. Which would increase traffic of trucks and for things that road is probably not the best to go down for. So that is a concern for the unknown for everybody.

D. Jackson: Ready for a motion?

K. Keener: I know some folks have been a part of the process before and others may not have but we are a recommendation committee so any vote or decision we make tonight is a recommendation to the city council and they make the final decision. So they can agree or disagree with our recommendation. So if you want to be represented we do recommend you do go to the City Council meeting so you can share your side or thoughts. I wanted to share that first before we have any motion or votes. Is there anybody that didn't get to speak or that wants to speak or anything that I missed?

B. Aycock: We do have this broken into 7 separate tracts so I do not know if it is an option for you guys to maybe take the merits that's involved in each individual tract rather than make a blanket decision for all 7 tracts. We ask that maybe you consider each one individually.

K. Keener: Ms. Barker is that something we can do since its presented as a whole or what do we need to do to meet that request?

D. Barker: It's possible I presume. Whitney may be able to speak on that on the legal side of things. My question is that with them all being here that could be the way we potentially break that out. I have to make sure how those are legally divided out and if each lot is separate from each other. The important thing is to make sure of the legal description of each lot. If those are different then it's more possible than if they are all the same legal.

W. Kerr: Yeah I agree. I think it's possible we could address it during the meeting but a lot of it would depend on if there are separate legal descriptions for each of the tracts he is talking about. The other issue I might point out is technically yes everyone within 300 feet of that property got a letter but there should be some type of opportunity for them to sit down and see which tracts we are talking about.

K. Keener: I don't believe in the packet we have it broken down.

D. Barker: Yeah I don't think I have seen it where it is broken out. Aaron did do his mapping where each legal was but I do not have that with me. If that is something you guys want to consider you do have the option to table this until a later time or the next meeting. But that is an option if we want to dig a little deeper into divvying it out.

K. Keener: Whitney what are your thoughts on if it were tabled on specifics? I will also ask is there one particular tract we are going to be shooting for?

B. Aycock: Not all 7 tracts were separately surveyed and for 6 of the 7 tracts warranty deeds were filed this year. Also we do have exact legal descriptions for 6 of the 7 tracts and they were surveyed this year as well.

W. Kerr: I would not have an issue with tabling it and having an actual breakdown drawn up of what the individual tracts are. There would have to be public access so they could see what the tracts were and what exact divisions they are. I'm not sure how we would give them public access. But if there was a tract closer to SE 3rd and away from the other houses then that may be something the people who are opposing it are more for versus right up against their property.

D. Jackson: Does this require additional publication?

W. Kerr: No you would not have to republish because they have been given notification. You would just have to table it and find a way to make it publicly available for people to look at with a new map of the 7 tracts with numbers so we know which tract is which number.

C. Horner: Or would it be best to make a decision now and push it to Council and bring that up at Council with documentation?

W. Kerr: Legally you can do it either way.

D. Jackson: It seems like tabling it might give the public an opportunity to come back and discuss as well.

K. Keener: I agree with that. I think it would be rushed at Council if we just pushed it through from my experience.

D. Jackson: Mr. Aycock is this time sensitive?

B. Aycock: No it is not.

K. Keener: Mrs. Levins did you have a question?

S. Levins: No I just wanted to make a comment. Will we the land owners around be notified if you continue this? I'm worried about not knowing about a meeting.

K. Keener: Whatever we do tonight you will know what the next step is and when to be present if you want to be a part of the next step.

D. Barker: If it is tabled tonight then it will not go to Council. It will come back to Planning Commission before it goes to Council.

K. Keener: If it is tabled and that's the motion we voted on that just means it's going to stay here and we will look at it again in June at our regular meeting. If it votes yay or nay, then it moves on to Council on their regularly scheduled meeting which is also in June.

J. Levins: I may have misunderstood but you said you needed maps about this property. Well we were all sent out maps of this property that wanted to be zoned I-I. Did I miss understand that you did not have these maps?

K. Keener: No, if you're talking about specifics of tracts. Is that what you're talking about?

J. Levins: Yeah the tracts.

K. Keener: Yeah we have these maps but it's not showing all the tracts. I don't know if it's only showing one or three or what it's showing.

J. Levins: That doesn't look anything like what we got.

K. Keener: We don't know what tract or parcel or which legal description goes to which portion of this land.

J. Levins: I wish we would have brought our map with us.

K. Keener: Well we have maps we have overheads we still don't have anything that describes to us which legal belongs to which tract

J. Levins: Our map showed the whole thing. Yes, that's the one.

K. Keener: So this one shows this big piece and this big piece but I don't know if this is tract one or which tract it is.

J. Levins: Okay that's what was confusing to me.

K. Keener: What we want to do is get a picture drawn using the legal descriptions and we can look at it and say this is tract one or this is tract two whatever it may be. So we will all be on the same page.

J. Levins: Whoever wants to re-zone this are they obligated to tell us what they are going to re-zone it for and what it will be used as?

K. Keener: No they are not required to say what their use is going to be. So we have a packet that shows us what activity or business is allowed in that zoning. Any one that wants a packet can have one as well. So they picked a zoning with what they hoped would be marketable for someone who was looking for land in that area.

J. Levins: Okay thank you.

K. Keener: You're welcome.

P. Smith: So for Ag you have to have a minimal acreage. What is the minimum for Industrial?

K. Keener: There is no minimum acreage or frontage. That's what I was saying earlier. It sounds great to say you're going to come off the highway or off of SE 3rd but if you sell a piece from over in the back then you're not going to have access. There are minimums in all zonings except general commercial, Central Business District, I-1, I-2, and H-1 which is health.

P. Smith: So they could end up selling them as half acre tracts and have 650 plants there.

K. Keener: Well, Yeah. It would probably bring more if you could sell them in half acre tracts. Do we have a motion of thought or anything?

Motion was made by Commission Member Jackson and seconded by Commission Member Horner to table the request as presented

Motion carried by the following vote:

Aye: Kerr, Jackson, Horner, Keener

Nay:

Abstain

K. Keener: So our table means we are going to have this item on our agenda for next month.

D. Barker: The date is going to be different because we had a case come in that has some stuff going on with it which caused the date to be pushed about a week or so. We are still figuring out the dates but it will be out soon.

K. Keener: So how do we notify the land owners? Also is it going to be something that will be kicked to the next meeting in July?

D. Barker: Our next meeting is June 16th. But I think we are looking at moving it to June 23. I was hoping to have an answer before the meeting but I have not heard from the City Attorney.

D. Jackson: So I'm confused. Would that be a special?

D. Barker: Yes

D. Jackson: So in addition to our regular meeting?

D. Barker: No, we would have both cases at the same time. It would be like our regular meeting just pushed to a different day.

D. Jackson: Are we able to do that?

D. Barker: You can.

K. Keener: I just want to make sure we are able to notify everyone that wants to be notified.

D. Barker: Yes I agree.

K. Keener: Is that other case time sensitive?

D. Barker: I'm not sure to be honest, but according to the applicant probably so.

W. Kerr: Danielle is this something we can put on the city web site?

D. Barker: We could yes. We are trying to get them posted just like the City Council Agendas. We just haven't been able to get to that point yet. But we can definitely do that before our June meeting or at least try too. But we can at least put it in the City website Planning Commission meeting on this date.

D. Jackson: Would it be able to mail another notification?

D. Barker: We could yes.

D. Jackson: Is there additional cost for the applicant to do that?

D. Barker: No there is not.

K. Keener: So is that the plan to notify them by mail then?

D. Barker: Yes

K. Keener: So just to clarify you will be getting letters from the Community Development office with a date and time of the next meeting.

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

Motion made by Commission Member Horner and seconded by Commission Member Jackson to adjourn.

Motion Carried by the following vote:

Aye: Kerr, Horner, Jackson, Keener

Nay:

The meeting was adjourned at 6:23 p.m.

**Minutes of the Durant Municipal Planning Commission Meeting of Tuesday,
June 30, 2020 Roscoe J. Hatfield, City Council Chambers, Durant City Hall**

CALL TO ORDER:

Planning Commission Chair Kevin Keener called the meeting to order at 5:35p.m.

INVOCATION:

Drew Jackson

Roll Call:

Planning Commission Members:

Present: Kerr, KNIGHT, Jackson, Keener

Absent: Horner

1. CONSIDERATION APPROVAL OF MINUTES

- Planning Commission Meeting of May 26, 2020

Motion was made by Commission Member Knight and seconded by Commission Member Jackson to approve the minutes of May 26, 2020 as presented

Motion carried by the following vote:

Aye: Keener, Kerr, Knight, Jackson,

Nay:

Abstain

2. CONSIDERATION PC2020-10

Danielle Barker reviewed with the Planning Commission members a rezoning case to go from Ag to Light Industrial. This case is being brought back from the previous meeting in which it was tabled. We did send out new letters with the new date and time for this meeting. The surrounding properties are mostly Ag and R-1. There are no current plans as to what they want to do with the property. The current future land use map shows the area as being Hwy Commercial and Ag uses. Therefore, the zoning request is not in compliance with the Comp Plan. There have been no letters or phone calls for or against this request.

S. Knight: no one has turned anything in. Just showed up at last meeting?

D. Barker: Correct

B Aycock: Real Estate associate representing the owners of the property. We just think that the highest and best use for the property is Industrial. Tracts 4, 5, 6, north of bypass currently already has infrastructure available, city sewer on property.

D. Jackson: Other than the change in the tracts (legal descriptions) is there any other change to the request

B. Aycock: No sir

K. Keener: Do any of the other tracts have utilities

B. Aycock: 4, 5 have water, not sure if it would be a problem to get the sewer to it.

S, Knight: The square tract to the West, wasn't that rezoned in the past.

K. Keener: South of the bypass and west of Cemetery Rd was rezoned

B. Aycock: We could file a warranty deed to separate the tracts.

D. Barker: You won't be able to file it; it has to be subdivided by the City

Buddy Yandell: owner, we thought the best use is industrial for the area (I-1) is the logical choice. The railroad has been abandoned so property reverts back to the property owner. Bypass goes over it.

D. Jackson: Do you know what the intended use for the properties are?

B. Aycock: No, it is kind of a you build it they will come situation.

S. Knight: Has there been any discussion about access to the properties other than Rodeo Rd.

K. Keener: There was minimal discussion at the last meeting.

B. Aycock: Most traffic should come from SE 3rd.

D. Jackson: If rezoned we have no control on the access, they can use any street...

K. Keener: Whitney do you have any insight.

W. Kerr: On one hand the owner should be encouraged to do what they can with their property, ideal use is probably industrial, however the issue for me is all the residential area surrounding this and then have an industrial zone in the middle of it.

D. Jackson: I agree with Whitney

K. Keener: I agree with being able to do what you want to do with your land, however we have to follow the future land use map and it currently does not show this area as industrial. The way the ordinance is written this will abut Ag property, there no requirements for I-1 abutting up to Ag property

B. Aycock: As far as this abutting up to Ag land I don't think this should be much of a concern, there is a nuisance concern attached to Ag land, from farm animals, equipment and such. There would be an ag buffer between the I-1 and the residential areas.

K. Keener: Any other questions or comments?

Motion was made by Commission Member Jackson and seconded by Commission Member Kerr to Deny the request as presented

Motion carried by the following vote:

Aye: Keener, Kerr, Knight, Jackson

Nay:

Abstain

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

Motion made by Commission Member Jackson and seconded by Commission Member Knight to adjourn.

Motion Carried by the following vote:

Aye: Keener, Kerr, Knight, Jackson

Nay:

The meeting was adjourned at 6:15 p.m.