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** | **October 10, 2023**

## AGENDA

**CALL TO ORDER**

**INVOCATION/FLAG SALUTE**

**ROLL CALL**

**PRESENTATIONS**

**1. Presentation of Employee Service Awards for 3rd Quarter 2023**

**CITIZEN COMMENTS**

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

**ORDER OF BUSINESS**

**1. Consent Items**

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

a. Consider Approval of Regular Meeting Minutes of September 12, 2023

b. Consider Approval of Special Called Meeting Minutes of September 18, 2023

c. Consider Approval of Budget Supplements 2024-03

d. Consider Approval of Budget Supplements 2024-04

e. Consider Approval of Agreement Between the City of Durant and Big Five Community Services for FY 2023-2024 (C-2023-69)

**2. Consider Items Removed from Consent**

**3. Information Items**

a. August 2023 Financial Statements And September 2023 Sales Tax Report

**4. Administration**

a. Consider Approval of Contract with Retail Strategies in the Amount of $40,000 for Retail Recruitment Services.

b. Considering Approval of Equipment Financing with American Nation Bank for 2024 Spartan Fire Engine Truck

c. Consider Approval of the Oklahoma Purchasing System Interlocal Cooperation Agreement Between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools and the Member Public Agencies (C-2023-72)

d. Consideration, Discussion and Possible Approval for Play and Park Structures OK State Contract #SWC0111 to Purchase and Install a New Playground Structure at Dixon Durant Park

e. Consider and the Acceptance of FY 2023-2024 EMPG Grant Award of $40,000.00 from the Oklahoma Department of Emergency Management.

f. Consider and Acceptance of the Office of Homeland Security 2023 Homeland Security Grant Program #1550.050 for $8,500.00

g. Discussion, Consideration, and Possible Action on Acceptance of a Proposal for Renewal of Excess Insurance with Arch Insurance Company.

h. Consider Approval of Group Life/AD&D and Dependent Life with Symetra, Employee Health and Dental Benefit Renewals with Blue Cross Blue Shield and Vision Benefit with VSP, or Take Any Other Appropriate Action

i. Discuss and Consider City Owned Property Located at 301 N. Sixteenth, Durant, OK and Take Possible Action

j. Consider Disposal of Surplus Property of Public Safety Departments

k. Consideration Approval of Small Business Grants

l. Discussion, Consideration and Possible Action on a Sketch Plat Request for Goad Construction Inc & Dale Goad Construction Inc for Property Located near North 49th Avenue and Dale Goad Boulevard Lane (PC2023-24)

m. Discussion, Consideration and Possible Action on a Revised Planned Unit Development Request for Cope Equities, for Property Located near Gerlach Drive and Carl Albert Drive (PC2023-27)

n. Discussion, Consideration and Possible Action on Ordinance O-2023-18 a Rezone Request from A-1, General Agriculture to R-3, General Residential for Property Located Near Wilson Street and Montgomery Drive (PC2023-28)

1) Ordinance O-2023-18. Section 1;

2) Ordinance O-2023-18. Section 2. Emergency Clause.

o. Discussion, Consideration and Possible Action on Resolution R-2023-20, a Conditional Use Permit Request for Baptist General Counsel of Oklahoma for Property Located near Wilson Street and Montgomery Drive (PC2023-28)

p. Discussion, Consideration and Possible Action on a Final Plat Request For Midcontinental Real Estate for Property Located Near Wilson Street and Larkspur Lane (PC2023-29)

**5. Executive Session**

a. Consider Entering into Executive Session to Discuss Protected Information as It Pertains to Debra Mealor's OkMRF Application for Retirement Benefit.This Executive Session Authorized by Title 25, Section 307 B(7) of the Oklahoma State

b. Consider Action Pursuant to Executive Session Item 5(a).

**6. New Business**

**ADJOURNMENT**

CERTIFICATE
This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 4:40 p.m. on the 5th day of October, 2023.

Cynthia J. Price

_____
Cynthia J. Price, City of Durant

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Cynthia Price, City Clerk |
| **Re:** | Consider Approval of Regular Meeting Minutes of September 12, 2023 |

**Council Information / Action Requested**

Approval of Regular Meeting Minutes of September 12, 2023

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

**ATTACHMENTS:**

1. Durant City Council Minutes 09122023 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 5:20 p.m. on the 7th day of September, 2023.

Cynthia J. Price

_____

Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL**
**September 12, 2023 AT 6:00 PM**
**Roscoe J. Hatfield Council Chambers**
**300 West Evergreen**
**Durant, Oklahoma**

## CALL TO ORDER

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

## INVOCATION/FLAG SALUTE

Mayor Tucker provided the invocation and led the flag salute.

## ROLL CALL

Present:
Council Member Lauran Fuller
Council Member Humphrey Miller
Council Member Danny Sherrer
Council Member Mike Simulescu
Council Member Martin Tucker
City Attorney Tom Marcum
Interim City Manager Rick Rumsey
City Clerk Cynthia J. Price

Absent:
None

## CITIZEN COMMENTS

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

Georgia Ann Gibson - Wilson Street

## ORDER OF BUSINESS

### 1. Consent Items

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

a. Consider Approval of Regular Meeting Minutes of August 8, 2023

b. Consider Approval of Special Called Meeting Minutes of August 21, 2023

c. Consider Approval of Special Called Meeting Minutes of August 24, 2023

d. Consider Approval of Budget Amendment 2023-16

e. Consider Approval of Budget Amendment 2024-1

f. Consider Approval of Budget Amendment 2024-2

g. Consider Approval of Contract for Public Services Between the City of Durant and Durant Main Street, Inc. (C-2023-65)

h. Consider Approval of Agreement Between Durant Historical Society and City of Durant (C-2023-67)

Mayor Tucker Requested Item 1(a) be Removed for Further Discussion.

Motion To: Approve Consent Items 1(b) Through 1(h) as Presented

Motion By: Humphrey Miller

Seconded By: Lauren Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

## 2. Consider Items Removed from Consent

a. Formerly 1(a) Consider Approval of Regular Meeting Minutes of August 8, 2023

Mayor Tucker noted there was an error in the regular meeting minutes of August 8, 2023 under Item 4(b) in which that portion of the minutes reflecting that Vice Mayor Michael Simulescu made the motion was missing.

Motion To: Approve Regular Meeting Minutes of August 8, 2023 With Adjustment to Item 4(b) Reflecting Vice Mayor Michael Simulescu Made the Motion

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

*NOTE: City Clerk corrected the August 8, 2023 minutes accordingly and posted the amended minutes on September 14, 2023.*

## 3. Information Items

a. July 2023 Financial Reports and August 2023 Sales Tax Reports

## 4. Administration

a. Consider Approval of Contract with Retail Strategies in the Amount of $40,000 for Retail Recruitment Services.

No action.

b. Consider Approval of Resolution R-2023-18 City of Durant Emergency Operations Plan Update for 2023-2024

Motion To: Approve Resolution R-2023-18 City of Durant Emergency Operations Plan Update for 2023-2024

Motion By: Martin Tucker

Seconded By: Michael Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

c. Discussion, Consideration, and Possible Action to Modify Contract C-2021-19 GEN LIBRARY with Native Energy Source, LLC to Extend the Contract Completion Date for the Generator Project at the Donald W. Reynolds Library from September 30 to December 31, 2023

Motion To: Modify Contract C-2021-19 GEN LIBRARY with Native Energy Source, LLC to Extend the Contract Completion Date for the Generator Project at the Donald W. Reynolds Library from September 30, 2023 to December 31, 2023

Motion By: Michael Simulescu

Seconded By: Lauren Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

d. Update of University Boulevard Project by Wall Engineering

Brandon Wall of Wall Engineering provided an update of the University Boulevard Project.

No action.

e. Discussion, Consideration and Possible Action on Accepting Change Order #8 From Schiralli Construction on University Project in the Amount of $304,184.06

Motion To: Accept Change Order #8 from Schiralli Construction on University Project in the Amount of $304,184.06

Motion By: Martin Tucker

Seconded By: Danny Sherrer

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

f. Consider Approval of Resolution Concerning Bridge Inspection Responsibility by Local Government for Compliance with National Bridge Inspection Standards - Bridge Inspection Contracts for April 1, 2024 - March 31, 2026 (R-2023-19)

Motion To: Approve Resolution Concerning Bridge Inspection Responsibility by Local Government for Compliance with National Bridge Inspection Standards Bridge Inspection Contracts for April 1, 2024 - March 31, 2026 (R-2023-19)

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

g. 1. Consider Award of Bid for Bow Hunting Deer Lease

2. Consider Approval of Bow Hunting Deer Lease (C-2023-64)

Motion To: Award of Bow Hunting Lease to Patrick Morgan in the Amount of $5,800.00

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

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City Attorney Tom Marcum noted there is a scrivener's error on Item 7(j) of the contract. The date of June 11, 2017 should be corrected.

Motion To: Approval of Bow Hunting Deer Lease (C-2023-64) Contingent Upon Correction of Scrivener's Error on Item 7(j) Correcting the Date of June 11, 2017.

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

h. Consider Approval of Resolution Establishing Fees and Costs Charged by the City of Durant and Durant City Utilities Authority for Durant Services (C-2023-15)

Motion To:  Approve Resolution Establishing Fees and Costs Charged by the City of Durant and Durant City Utility Authority for Durant Services (C-2023-15)

Motion By:  Lauran Fuller

Seconded By:  Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain:  None

i. Discussion, Consideration and Possible Action on a Sketch Plat Request for Property Located Near Peppernut Lane and Red Bud Lane (PC2023-19)

Dale Goad addressed council.

Motion To: Approve Sketch Plat Request for Property Located Near Peppernut Lane and Red Bud Lane (PC2023-19)

Motion By:  Martin Tucker

Seconded By:  Humphrey Miller

Ayes: Miller, Tucker

Nays: Fuller, Sherrer, Simulescu

Abstain:  None

j. Discussion, Consideration and Possible Action on a Final Plat Request for Sunstar, LLC for property located near South 9th Avenue and Rodeo Road (PC2023-21)

Motion To:  Approve Final Plat Request for Sunstsar LLC for Property Located Near South 9th Avenue and Rodeo Road (PC2023-21)

Motion By:  Martin Tucker

Seconded By:  Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain:  None

k. Discussion, Consideration and Possible Action on a Replat Request for Baptist General Counsel of Oklahoma for property located near Wilson Street and Montgomery Drive (PC2023-22)

Motion To: Approve Replat Request for Baptist General Counsel of Oklahoma for Property Located Near Wilson Street and Montgomery Drive (PC2023-22)

Motion By: Danny Sherrer

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

l. Discussion, Consideration and Possible Action on Ordinance O-2023-17 a Rezoning Request from A-1, General Agriculture to R-1, Single-Family Residential for property located near Larskpur Lane and Overland Drive (PC2023-15).

1) Ordinance O-2023-17. Section 1.

2) Ordinance O-2023-17. Section 2. Emergency Clause.

Motion To: Approve Ordinance O-2023-17, Section 1

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

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Motion To: Approve Ordinance O-2023-17, Section 2, Emergency Clause

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

m. Discussion, Consideration and Possible Action on a Final Plat Request for Vithi Nguyen for property located near Larkspur Lane and Overland Drive (PC2023-23)

Motion To: Deny Final Plat Request for Vithi Nguyen for Property Located Near Larkspur and Overland Drive (PC-2023-23)

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

n. Discussion, Consideration and Possible Action on a Planned Unit Development (PUD) Request for Property Located near Wilson Street and North 1st Avenue (PC2023-25)

Motion To: Approve Planned Unit Development (PUD) Request for Property Located Near Wilson Street and North 1st Avenue (PC-2023-25)
Contingent on Compliance with Current City Code

Motion By: Michael Simulescu

Seconded By: Lauren Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

o. Discussion, Consideration and Possible Action on a Preliminary Plat Extension for property located near Larkspur Lane and Prairie Crossing (PC2023-26)

Motion To: Approve Preliminary Plat Extension for Property Located Near Larkspur Lane and Prairie Crossing (PC2023-26) Contingent Upon Compliance with All City Ordinances

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

p. Discussion, Consideration and Possible Action on Allowing Allen Hobbs to Connect 30 Lots to the City Sewer System and 90 Lots to City Water System.

No action.

**5. New Business**

There was no new business.

**ADJOURNMENT**

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Cynthia Price, City Clerk |
| **Re:** | Consider Approval of Special Called Meeting Minutes of September 18, 2023 |

**Council Information / Action Requested**

Approval of Special Called Meeting Minutes of September 18, 2023

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

**ATTACHMENTS:**

1. Special Called Durant City Council Minutes 09182023 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 31st day of August, 2023 and that an agenda of said meeting was posted at the place of such meeting at 2:45 p.m. on the 14th day of September, 2023.

Cynthia J. Price

_____
Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL**
**September 18, 2023 AT 6:00 PM**
**Roscoe J. Hatfield Council Chambers**
**300 West Evergreen**
**Durant, Oklahoma**

## CALL TO ORDER

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

## INVOCATION/FLAG SALUTE

Vice Mayor Simulescu provided the invocation and led the flag salute.

## ROLL CALL

Present:
Council Member Lauran Fuller
Council Member Humphrey Miller
Council Member Danny Sherrer
Vice Mayor Mike Simulescu
City Attorney Tom Marcum*
Interim City Manager Rick Rumsey
City Clerk Cynthia J. Price

Absent:

Mayor Martin Tucker

*Denotes Partial Attendance

## ORDER OF BUSINESS

**1. Administration**

a. Consider Approval of Resolution of the City Council of the City of Durant, Oklahoma, Concerning the Hiring Process for a City Manager for the City of Durant and Establishing Policies and Procedures for Said Hiring Process (R-2023-17)

Steve Whitlock, Executive Director of Oklahoma Municipal Management Services, addressed council.

Motion To: Approve Resolution of the City Council of the City of Durant, Oklahoma, Concerning the Hiring Process for a City Manager for the City of Durant and Establishing Policies and Procedures for Said Hiring Process (R-2023-17)

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

**2. Executive Session**

a. Consider Executive Session to Discuss Hiring of City Manager (This Executive Session Authorized by Title 25, Section 307 B(1) of the Oklahoma State Statutes)

Motion To: Enter Executive Session

Motion By: Lauran Fuller

Seconded By: Danny Sherrer

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

b. Consider Action Pursuant to Executive Session Item 2(a) Above

No action.

**ADJOURNMENT**

Motion To: Adjourn Meeting

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | An chen Lai, Finance Director/Treasurer |
| **Re:** | Consider Approval of Budget Supplements 2024-03 |

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Consider Approval of Budget Supplement BA 24-03
#193 APPROPRIATE FUND FOR GENERAL FUND ROLLOVER PRIOR CONTRACT, PO EXPENDITURE.
#194 APPROPRIATE FUND FOR BEAUTIFICATION HOLIDAY DECORATION
#195 APPROPRIATE FUND FOR IT DEPARTMENT ROLLOVER PRIOR YEAR EXPENSES
#196 APPROPRIATE FUND FOR DIA ROLLOVER PRIOR CONTRACT,
#197 APPROPRIATE FUND FOR AIRPORTFUND ROLLOVER PRIOR CONTRACT & MAINTENANCE
#198 APPROPRIATE FUND FOR DWRF LIBRARY FUND ADJUST BUDGET
#199 APPROPRIATE FUND FOR DCUA FUND FOR INCODE X TEXTING REMINDER
#200 APPROPRIATE FUND FOR DMSC FUND ROLLOVER PRIOR CONTRACT & PROJECT

**Council Information / Action Requested**
Approval of BA 24-03

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

**ATTACHMENTS:**
1. BA 24-3-13-20 Budget Adjustment Register

Durant, OK

# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT05237 - BA 24-3 13-20

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| BA0000193 | FY 23/24 ORIGINAL BUDGET | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT EXPS | 10/10/2023 |

**Summary Description:**

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|
| 001-000-301-1000 | BEGINNING UNENCUMBERED | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | -2,624,062.56 | -272,142.00 | -2,896,204.56 |
| October: -272,142.00 | | | | | |
| 001-003-530-3051 | CONTRACT LABOR | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | 3,000.00 | 3,000.00 | 6,000.00 |
| October: 3,000.00 | | | | | |
| 001-009-550-5671 | RECREATIONAL EQUIP. & MAIN... | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | 15,000.00 | 8,408.00 | 23,408.00 |
| October: 8,408.00 | | | | | |
| 001-009-550-5875 | BILL ORR MEMORIAL SPLSHPAD.. | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | 0.00 | 300.00 | 300.00 |
| October: 300.00 | | | | | |
| 001-015-570-7038 | OK LITERACY COALITION GRANT.. | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | 4,000.00 | 1,134.00 | 5,134.00 |
| October: 1,134.00 | | | | | |
| 001-017-530-3051 | CONTRACT LABOR | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | 2,000.00 | 7,300.00 | 9,300.00 |
| October: 7,300.00 | | | | | |
| 001-017-530-3051 | CONTRACT LABOR | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | 2,000.00 | 2,000.00 | 4,000.00 |
| October: 2,000.00 | | | | | |
| 001-018-550-5051 | OFFICE SUPPLIES | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | 300.00 | 400.00 | 700.00 |
| October: 400.00 | | | | | |
| 001-018-550-5658 | BUILDING AND MAINTENANCE | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | 6,500.00 | -400.00 | 6,100.00 |
| October: -400.00 | | | | | |
| 001-019-570-7800 | FUND RESERVE | BA24-3-13 GF ROLLOVER PRIOR PO CONTRACT... | 0.00 | 250,000.00 | 250,000.00 |
| October: 250,000.00 | | | | | |

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| BA0000194 | FY 23/24 ORIGINAL BUDGET | BA 24-3-14 BEAUTIFICATION HOLIDAY DECORATION | 10/10/2023 |

**Summary Description:**

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|
| 008-019-570-7010 | MISC. EXPENDITURES | BA 24-3-14 BEAUTIFICATION HOLIDAY DECOR... | 0.00 | 500.00 | 500.00 |
| October: 500.00 | | | | | |
| 008-019-570-7800 | FUND RESERVE | BA 24-3-14 BEAUTIFICATION HOLIDAY DECOR... | 115,320.00 | -500.00 | 114,820.00 |
| October: -500.00 | | | | | |

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| BA0000195 | FY 23/24 ORIGINAL BUDGET | BA 24-3-15 IT PRIOR YEAR ROLLOVER | 10/10/2023 |

**Summary Description:**

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|
| 010-000-301-1000 | BEGINNING UNENCUMBERED | BA 24-3-15 IT PRIOR YEAR ROLLOVER | 0.00 | -115,073.00 | -115,073.00 |
| October: -115,073.00 | | | | | |
| 010-020-550-5690 | ACCOUNTING SOFTWARD & M... | BA 24-3-15 IT PRIOR YEAR ROLLOVER INCODE X | 183,950.00 | 12,103.00 | 196,053.00 |
| October: 12,103.00 | | | | | |
| 010-020-550-5690 | ACCOUNTING SOFTWARD & M... | BA 24-3-15 IT PRIOR YEAR ROLLOVER | 183,950.00 | 2,500.00 | 186,450.00 |
| October: 2,500.00 | | | | | |
| 010-020-550-5690 | ACCOUNTING SOFTWARD & M... | BA 24-3-15 IT PRIOR YEAR ROVER IND X EXECU... | 183,950.00 | 20,370.00 | 204,320.00 |
| October: 20,370.00 | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 010-020-570-7801 | FUND RESERVE FOR CAP. EXP. | BA 24-3-15 IT FUTURE HARDWARE PC | 22,034.54 | 80,100.00 | 102,134.54 |
| October: 80,100.00 | | | | | |

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| BA0000196 | FY 23/24 ORIGINAL BUDGET | BA 24-3-16 DIA PRIOR CONTRACT | 10/10/2023 |

**Summary Description:**

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|
| 020-000-361-4011 | DIA GRANT REVENUE | BA 24-3-16 DIA PRIOR CONTRACT | 0.00 | -28,400.00 | -28,400.00 |
| October: -28,400.00 | | | | | |
| 020-017-530-3051 | CONTRACT LABOR | BA 24-3-16 DIA PRIOR CONTRACT CLEAN PICK... | 5,000.00 | 34,866.00 | 39,866.00 |
| October: 34,866.00 | | | | | |
| 020-017-530-3051 | CONTRACT LABOR | BA 24-3-16 DIA PRIOR CONTRACT USDA GRANT | 5,000.00 | 23,400.00 | 28,400.00 |
| October: 23,400.00 | | | | | |
| 020-067-560-6003 | DIA LANDS PURCHASE | BA 24-3-16 DIA PRIOR CONTRACT | 0.00 | 889,730.00 | 889,730.00 |
| October: 889,730.00 | | | | | |
| 020-067-570-7400 | CONTINGENCY RESERVE | BA 24-3-16 DIA PRIOR CONTRACT | 1,220,511.00 | -919,596.00 | 300,915.00 |
| October: -919,596.00 | | | | | |

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| BA0000197 | FY 23/24 ORIGINAL BUDGET | BAQQ 24-3-17 AIRPORT 22-23 ROLLOVER | 10/10/2023 |

**Summary Description:**

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|
| 206-000-301-1000 | BEGINNING UNENCUMBERED | BAQQ 24-3-17 AIRPORT 22-23 ROLLOVER | -117,502.96 | -263,610.00 | -381,112.96 |
| October: -263,610.00 | | | | | |
| 206-065-530-3055 | AWOS TELECOM & MAINT CO... | BAQQ 24-3-17 AIRPORT 22-23 ROLLOVER | 14,860.00 | 253,140.00 | 268,000.00 |
| October: 253,140.00 | | | | | |
| 206-065-580-8771 | CI FROM EOC LAND PROCEEDS | BAQQ 24-3-17 AIRPORT 22-23 ROLLOVER | 0.00 | 10,470.00 | 10,470.00 |
| October: 10,470.00 | | | | | |

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| BA0000198 | FY 23/24 ORIGINAL BUDGET | BA 24-3-18 DWRF LIBRY ADJ BUDGET | 10/10/2023 |

**Summary Description:**

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|
| 350-000-301-1000 | BEGINNING UNENCUMBERED | BA 24-3-18 DWRF LIBRY ADJ BUDGET | -1,836,613.00 | 915,037.00 | -921,576.00 |
| October: 915,037.00 | | | | | |
| 350-015-550-5605 | PENDLETON TRUST MAINT/PR... | BA 24-3-18 DWRF LIBRY ADJ BUDGET | 567,850.00 | -270,850.00 | 297,000.00 |
| October: -270,850.00 | | | | | |
| 350-015-550-5606 | PENDLETON GRAVESITES MAIN... | BA 24-3-18 DWRF LIBRY ADJ BUDGET | 69,835.00 | -35,140.00 | 34,695.00 |
| October: -35,140.00 | | | | | |
| 350-015-570-7400 | CONTINGENCY RESERVE | BA 24-3-18 DWRF LIBRY ADJ BUDGET | 1,196,490.00 | -609,047.00 | 587,443.00 |
| October: -609,047.00 | | | | | |

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| BA0000199 | FY 23/24 ORIGINAL BUDGET | BA 24-3-19 DCUA UA BILLING TEXT & CALL OUT | 10/10/2023 |

**Summary Description:**

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|
| 405-000-301-1000 | BEGINNING UNENCUMBERED | BA 24-3-19 DCUA UA BILLING TEXT & CALL OUT | -24,890.00 | -20,000.00 | -44,890.00 |
| October: -20,000.00 | | | | | |
| 405-025-550-5849 | COMPUTER SOFTWARE & ACCE... | BA 24-3-19 DCUA UA BILLING TEXT & CALL OUT | 0.00 | 20,000.00 | 20,000.00 |
| October: 20,000.00 | | | | | |

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| BA0000200 | FY 23/24 ORIGINAL BUDGET | BA 24-3-20 DMSC CONTRACT & PROJECT ROLLOVER | 10/10/2023 |

**Summary Description:**

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|
| 500-000-301-1000 | BEGINNING UNENCUMBERED | BA 24-3-20 DMSC CONTRACT & PROJECT ROL... | 0.00 | -323,565.00 | -323,565.00 |
| October: -323,565.00 | | | | | |
| 500-011-550-5671 | RECREATION EQUIPMENT & M... | BA 24-3-20 DMSC CONTRACT & PROJECT ROL... | 26,200.00 | 60,000.00 | 86,200.00 |
| October: 60,000.00 | | | | | |
| 500-011-560-5661 | MACHINERY, | BA 24-3-20 DMSC CONTRACT & PROJECT ROL... | 0.00 | 263,565.00 | 263,565.00 |
| October: 263,565.00 | | | | | |

# Budget Code Summary

| Budget | Budget Description | Account | Account Description | Before | Adjustment | After |
|---|---|---|---|---|---|---|
| 24 | FY 23/24 ORIGINAL BUDGET | 001-000-301-1000 | BEGINNING UNENCUMBERED | -2,624,062.56 | -272,142.00 | -2,896,204.56 |
| | | 001-003-530-3051 | CONTRACT LABOR | 3,000.00 | 3,000.00 | 6,000.00 |
| | | 001-009-550-5671 | RECREATIONAL EQUIP. & MAINT. | 15,000.00 | 8,408.00 | 23,408.00 |
| | | 001-009-550-5875 | BILL ORR MEMORIAL SPLSHPAD R... | 0.00 | 300.00 | 300.00 |
| | | 001-015-570-7038 | OK LITERACY COALITION GRANT EX | 4,000.00 | 1,134.00 | 5,134.00 |
| | | 001-017-530-3051 | CONTRACT LABOR | 2,000.00 | 9,300.00 | 11,300.00 |
| | | 001-018-550-5051 | OFFICE SUPPLIES | 300.00 | 400.00 | 700.00 |
| | | 001-018-550-5658 | BUILDING AND MAINTENANCE | 6,500.00 | -400.00 | 6,100.00 |
| | | 001-019-570-7800 | FUND RESERVE | 0.00 | 250,000.00 | 250,000.00 |
| | | 008-019-570-7010 | MISC. EXPENDITURES | 0.00 | 500.00 | 500.00 |
| | | 008-019-570-7800 | FUND RESERVE | 115,320.00 | -500.00 | 114,820.00 |
| | | 010-000-301-1000 | BEGINNING UNENCUMBERED | 0.00 | -115,073.00 | -115,073.00 |
| | | 010-020-550-5690 | ACCOUNTING SOFTWARD & MAINT | 183,950.00 | 34,973.00 | 218,923.00 |
| | | 010-020-570-7801 | FUND RESERVE FOR CAP. EXP. | 22,034.54 | 80,100.00 | 102,134.54 |
| | | 020-000-361-4011 | DIA GRANT REVENUE | 0.00 | -28,400.00 | -28,400.00 |
| | | 020-017-530-3051 | CONTRACT LABOR | 5,000.00 | 58,266.00 | 63,266.00 |
| | | 020-067-560-6003 | DIA LANDS PURCHASE | 0.00 | 889,730.00 | 889,730.00 |
| | | 020-067-570-7400 | CONTINGENCY RESERVE | 1,220,511.00 | -919,596.00 | 300,915.00 |
| | | 206-000-301-1000 | BEGINNING UNENCUMBERED | -117,502.96 | -263,610.00 | -381,112.96 |
| | | 206-065-530-3055 | AWOS TELECOM & MAINT CONTR... | 14,860.00 | 253,140.00 | 268,000.00 |
| | | 206-065-580-8771 | CI FROM EOC LAND PROCEEDS | 0.00 | 10,470.00 | 10,470.00 |
| | | 350-000-301-1000 | BEGINNING UNENCUMBERED | -1,836,613.00 | 915,037.00 | -921,576.00 |
| | | 350-015-550-5605 | PENDLETON TRUST MAINT/PROJ. | 567,850.00 | -270,850.00 | 297,000.00 |
| | | 350-015-550-5606 | PENDLETON GRAVESITES MAINT. | 69,835.00 | -35,140.00 | 34,695.00 |
| | | 350-015-570-7400 | CONTINGENCY RESERVE | 1,196,490.00 | -609,047.00 | 587,443.00 |
| | | 405-000-301-1000 | BEGINNING UNENCUMBERED | -24,890.00 | -20,000.00 | -44,890.00 |
| | | 405-025-550-5849 | COMPUTER SOFTWARE & ACCES. | 0.00 | 20,000.00 | 20,000.00 |
| | | 500-000-301-1000 | BEGINNING UNENCUMBERED | 0.00 | -323,565.00 | -323,565.00 |
| | | 500-011-550-5671 | RECREATION EQUIPMENT & MAINT | 26,200.00 | 60,000.00 | 86,200.00 |
| | | 500-011-560-5661 | MACHINERY, | 0.00 | 263,565.00 | 263,565.00 |
| | | | **24 Total:** | **-1,150,217.98** | **0.00** | **-1,150,217.98** |
| | | | **Grand Total:** | **-1,150,217.98** | **0.00** | **-1,150,217.98** |

# Fund Summary

| Fund | Before | Adjustment | After |
|---|---|---|---|
| Budget Code:24 - FY 23/24 ORIGINAL BUDGET Fiscal: 2023-2024 | | | |
| 001 | -2,593,262.56 | 0.00 | -2,593,262.56 |
| 008 | 115,320.00 | 0.00 | 115,320.00 |
| 010 | 205,984.54 | 0.00 | 205,984.54 |
| 020 | 1,225,511.00 | 0.00 | 1,225,511.00 |
| 206 | -102,642.96 | 0.00 | -102,642.96 |
| 350 | -2,438.00 | 0.00 | -2,438.00 |
| 405 | -24,890.00 | 0.00 | -24,890.00 |
| 500 | 26,200.00 | 0.00 | 26,200.00 |
| **Budget Code 24 Total:** | **-1,150,217.98** | **0.00** | **-1,150,217.98** |
| **Grand Total:** | **-1,150,217.98** | **0.00** | **-1,150,217.98** |

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | An chen Lai, Finance Director/Treasurer |
| **Re:** | Consider Approval of Budget Supplements 2024-04 |

---

Consider Approval of Budget Supplements BA 24-04
#201 APPROPRIATE FUNDS FOR ADDITIONAL AMOUNT OF PD VEHICLE MAINT. GRANT ADJUSTMENT
#202 APPROPRIATE FUNDS FOR TRANSFER TO DMSC FOR TRACK PROJECT
#203 APPROPRIATE FUNDS FOR PRIOR YEAR CDBG BUDGET REVIEW & ADJUSTMENT
#204 APPROPRIATE FUNDS FOR LIBRARY MAINT. PENDLETON TRUST MONTHLY REV.
#205 APPROPRIATE FUNDS FOR DUCA ADDITIONAL AMOUNTS OF LANDFILL 20 YD ROLLOFF BINS#206 APPROPRIATE FUNDS FOR DMSC TRACK REPLACED AND BUNKER FILED RAKE#207 APPROPRIATE FUNDS FOR CEMETERY ANGEL STATUE PREVENTIVE MAINT.

**Council Information / Action Requested**
Approval of BA 24-04

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

**ATTACHMENTS:**
1. BA 24-4 21-27

# City of Durant
## Budget Amendment - FY 2023-2024
## GENERAL FUND
## October 10, 2023

### Estimated Revenue or Fund Balance

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment | |
|---|---|---|---|---|---|---|---|
| 001 | 000-301-1000 | GENERAL FUND | BEGINNING UNENCUMBERED | 2,896,205 | | 2,896,205 | |
| 001 | 000-361-4000 | | MISC. REVENUE | 822 | 2,347 | 3,169 | OMAG CHECK |
| 001 | 000-361-4000 | | MISC. REVENUE | 3,169 | 5,273 | 8,442 | OMAG CHECK |
| 001 | 000-361-4000 | | MISC. REVENUE | 8,442 | 3,870 | 12,312 | OMAG CHECK |
| 001 | 000-362-3606 | | OK LITERACY COALITION GRANT | 4,000 | (100) | 3,900 | |
| 001 | 000-361-4000 | | MISC. REVENUE | 12,312 | 100 | 12,412 | DONATION SR. CENTER |
| 001 | 000-362-2103 | | EMG HOMELAND SECURITY GRANT | - | 8,500 | 8,500 | FOR TELE COMMUNICATION |
| | | | | | | 19,990 | |

### Appropriations

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment | |
|---|---|---|---|---|---|---|---|
| 001 | 005-550-5663 | PD | VEHICLE MAINTENANCE | 55,822 | 2,347 | 58,169 | |
| 001 | 005-550-5663 | PD | VEHICLE MAINTENANCE | 58,169 | 5,273 | 63,442 | |
| 001 | 005-550-5663 | PD | VEHICLE MAINTENANCE | 63,442 | 3,870 | 67,312 | |
| 001 | 015-570-7038 | LIBRARY | OK LITERACY COALITION | 5,134.00 | (100) | 5,034 | |
| 001 | 023-550-5051 | SR. CENTER | OFFICE SUPPLIES | 1,200.00 | 100 | 1,300 | |
| 001 | 018-530-3031 | CIVIL EMERGENCY MGMT | PHONE & TELECOMMUNICATION | 4800 | 8500 | 13,300 | TELECOMMU. STARLINK |
| | | | | | | - | |
| | | | | | | - | |
| | | | | | | - | |
| | | | | | | - | |
| | | | | | 19,990 | | |

| FUND INFORMATION | |
|---|---|
| Original Budget - Revenues *** | $ 20,437,328 |
| Amendments | 417,615 |
| Current Budget - Revenues | $ 20,854,943 |
| Original Budget - Expenditures | $ 20,437,328 |
| Amendments | 417,615 |
| Current Budget - Expenditures | $ 20,854,943 |
| | 0 |

*** Does not include appropriated fund balance.

Approved by the City Council this

October 10, 2023

Approved:

City Manager

Explanation of Budget Amendment:

Appropriate funds for GF Operation Expenditure PD Vehicle repair, Libry Grant, Civil Emgy Mgm grant

Posted By _____ Date _____ BA# 05248 Pkt.# 0201

BA24-4-21

OKLAHOMA MUNICIPAL ASSURANCE GROUP
CLAIMS
3650 S. BOULEVARD
EDMOND, OK 73013-5581
(405) 657-1400

Kirkpatrick Bank
Edmond, OK

86-146/1030

DATE 08/16/2023

SEVEN THOUSAND SIX HUNDRED TWENTY DOLLARS AND EIGHTEEN CENTS******** DOLLARS $ 7,620.18

(VOID AFTER 60 DAYS)

PAY TO THE ORDER OF:

City of Durant
P.O. Box 578
Durant, OK 74702

VOID AFTER 60 DAYS.

⑈044534⑈ ⑆103001469⑆ 0010247372⑈

| Description | From Date | To Date | Invoice Number | Invoice Amt | Amount |
|---|---|---|---|---|---|
| Collision | | | 2020 Chev Tahoe V-0744 | | $2,346.50 |
| Claim Number: 213348-1 | Claimant: City of Durant | | Payee: City of Durant | | |
| Check Number: 44534 | Total Check Amt: $2346.50 | Event Date: 7/20/2023 | Department: City of Durant | | |
| Policy Name: GLA140036407 | Memo: | | | | |
| Comprehensive | | | 2019 Chev Tahoe V-9184 | | $5,273.68 |
| Claim Number: 213347-1 | Claimant: City of Durant | | Payee: City of Durant | | |
| Check Number: 44534 | Total Check Amt: $5273.68 | Event Date: 6/16/2023 | Department: City of Durant | | |
| Policy Name: GLA140036407 | Memo: | | | | |

2346.50
5273.68

001-000-361-4000

001-005-550-5663

PD

# SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

Policy No. GLA140036407 OMAG Claim No. **213348-1-BD**
Policy Period: 1/1/2023 to 1/1/2024

To: OKLAHOMA MUNICIPAL ASSURANCE GROUP

By the above numbered policy of insurance, you insured the **City of Durant, Oklahoma** (hereinafter called the insured) against loss or damage to the automobile described as follows:

| Model Year | Make | Type of Body | VIN No. |
|---|---|---|---|
| 2020 | Chevrolet Tahoe 2wd | | 240744 |

Origin: A loss caused by Collision occurred on July 20, 2023, the full particulars of which are as follows: OV backed into IV.

Title and Interest: The Insured was the sole owner of the automobile at the time of the loss or damage and no other person had any interest therein, by bailment lease, conditional sale, mortgage or other encumbrance or otherwise, except:

Other Insurance: At the time of this loss; there was no other insurance on said automobile covering the same perils except:

Use: At the time of this loss; the said automobile was being used for **business** and was not being used to carry passengers for compensation or rental or leased for any illegal purpose except:

Subrogation: The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the Insured and the Insured in consideration of the payment made under this policy hereby subrogates the Said company to all rights and causes of action the said Insured has against any person, persons, or corporations whomsoever for damage arising out of or incident to said loss or damage to said property and authorizes said Company to sue in the name of the Insured but at the cost of the Company any such third party, pledging full cooperation in such action.

| Cash Value | Deductible | Salvage | Amount Claimed Under This Policy |
|---|---|---|---|
| $ 2,846.50 | $ 500.00 | $ | $ 2,346.50 |

The said loss did not originate by any act, design or procurement on my/our part nor on the part of anyone having interest in the property insured, or in the said policy of insurance; not in any consequence of any fraud or evil practice done or suffered by me/us and that no property saved has in any manner been concealed.

It is expressly understood and agreed that the furnishing of this blank or the preparation of proof by a Representative of the above insurance company is not a waiver of any of its rights.

**MEMBER'S RELEASE**

OMAG is hereby authorized and empowered to pay, at its option, as follows:

To _____ the sum of $ _____

**"WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."**

STATE OF Oklahoma

COUNTY OF Bryan

x Cynthia J. Price, City of Durant
(Authorized City Official's signature)

Subscribed and sworn before me this 25 day of August, 2023

Tamme Collins
Notary Public

TAMME COLLINS NOTARY # 22009525 PUBLIC STATE OF OKLAHOMA

# SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

Policy No. GLA140036407 OMAG Claim No. **213347-1-BD**
Policy Period: 1/1/2023 to 1/1/2024

To: OKLAHOMA MUNICIPAL ASSURANCE GROUP

By the above numbered policy of insurance, you insured the **City of Durant, Oklahoma** (hereinafter called the insured) against loss or damage to the automobile described as follows:

| Model Year | Make | Type of Body | VIN No. |
|---|---|---|---|
| 2019 | Chevrolet Tahoe | | 319184 |

Origin: A loss caused by Comprehensive occurred on June 16, 2023, the full particulars of which are as follows: IV hit deer.

Title and Interest: The Insured was the sole owner of the automobile at the time of the loss or damage and no other person had any interest therein, by bailment lease, conditional sale, mortgage or other encumbrance or otherwise, except:

Other Insurance: At the time of this loss; there was no other insurance on said automobile covering the same perils except:

Use: At the time of this loss; the said automobile was being used for **business** and was not being used to carry passengers for compensation or rental or leased for any illegal purpose except:

Subrogation: The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the Insured and the Insured in consideration of the payment made under this policy hereby subrogates the Said company to all rights and causes of action the said Insured has against any person, persons, or corporations whomsoever for damage arising out of or incident to said loss or damage to said property and authorizes said Company to sue in the name of the Insured but at the cost of the Company any such third party, pledging full cooperation in such action.

| Cash Value | Deductible | Salvage | Amount Claimed Under This Policy |
|---|---|---|---|
| $ 5,773.68 | $ 500.00 | $ | $ 5,273.68 |

The said loss did not originate by any act, design or procurement on my/our part nor on the part of anyone having interest in the property insured, or in the said policy of insurance; not in any consequence of any fraud or evil practice done or suffered by me/us and that no property saved has in any manner been concealed.

It is expressly understood and agreed that the furnishing of this blank or the preparation of proof by a Representative of the above insurance company is not a waiver of any of its rights.

**MEMBER'S RELEASE**

OMAG is hereby authorized and empowered to pay, at its option, as follows:

To _____ the sum of $ _____

**"WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."**

STATE OF Oklahoma

COUNTY OF Bryan

x Cynthia J Price, City of Durant
(Authorized City Official's signature)

Subscribed and sworn before me this 15th day of August, 2023

Tamme Collins
Notary Public

TAMME COLLINS NOTARY # 22009525 PUBLIC STATE OF OKLAHOMA

# SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

Policy No. GLA140036407 OMAG Claim No. **213373-1-MR**
Policy Period: 1/1/2023 to 1/1/2024

To: OKLAHOMA MUNICIPAL ASSURANCE GROUP

By the above numbered policy of insurance, you insured the **City of Durant, Oklahoma** (hereinafter called the insured) against loss or damage to the automobile described as follows:

| Model Year | Make | Type of Body | VIN No. |
|---|---|---|---|
| 2015 | Chevrolet | Tahoe | 9602 |

Origin: A loss caused by Collision occurred on June 15, 2023, the full particulars of which are as follows: While in pursuit, IV pulled in front of OV and OV hit IV.

Title and Interest: The Insured was the sole owner of the automobile at the time of the loss or damage and no other person had any interest therein, by bailment lease, conditional sale, mortgage or other encumbrance or otherwise, except: _____

Other Insurance: At the time of this loss; there was no other insurance on said automobile covering the same perils except: _____

Use: At the time of this loss; the said automobile was being used for **business** and was not being used to carry passengers for compensation or rental or leased for any illegal purpose except: _____

Subrogation: The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the Insured and the Insured in consideration of the payment made under this policy hereby subrogates the Said company to all rights and causes of action the said Insured has against any person, persons, or corporations whomsoever for damage arising out of or incident to said loss or damage to said property and authorizes said Company to sue in the name of the Insured but at the cost of the Company any such third party, pledging full cooperation in such action.

| Cash Value | Deductible | Salvage | Amount Claimed Under This Policy |
|---|---|---|---|
| $4,368.50 | $ 500.00 | $ | $3,868.50 |

The said loss did not originate by any act, design or procurement on my/our part nor on the part of anyone having interest in the property insured, or in the said policy of insurance; not in any consequence of any fraud or evil practice done or suffered by me/us and that no property saved has in any manner been concealed.

It is expressly understood and agreed that the furnishing of this blank or the preparation of proof by a Representative of the above insurance company is not a waiver of any of its rights.

001-000-361-4000
001-005-550-5663
$ 3868.50

**MEMBER'S RELEASE**

OMAG is hereby authorized and empowered to pay, at its option, as follows:

To _____ the sum of $ _____

**"WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."**

STATE OF Oklahoma

COUNTY OF Bryan

x Cynthia J Price, City of Durant
(Authorized City Official's signature)

Subscribed and sworn before me this 15th day of August, 2023

Audrey Hamilton
Notary Public

AUDREY HAMILTON NOTARY # 21000547 PUBLIC STATE OF OKLAHOMA

OKLAHOMA MUNICIPAL ASSURANCE GROUP
CLAIMS
3650 S. BOULEVARD
EDMOND, OK 73013-5581
(405) 657-1400

Kirkpatrick Bank
Edmond, OK

86-146/1030

DATE 08/23/2023

THREE THOUSAND EIGHT HUNDRED SIXTY EIGHT DOLLARS AND FIFTY CENTS********

DOLLARS $ 3,868.50

(VOID AFTER 60 DAYS)

PAY TO THE ORDER OF:
City of Durant
P.O. Box 578
Durant, OK 74702

VOID AFTER 60 DAYS

⑈044572⑈ ⑆103001469⑆ 0010247372⑈

| Description | From Date | To Date | Invoice Number | Invoice Amt | Amount |
|---|---|---|---|---|---|
| Collision | | | | | $3,868.50 |

Claim Number: 213373-1 | Claimant: City of Durant | Payee: City of Durant

Check Number: 44572 | Total Check Amt: $3868.50 | Event Date: 6/15/2023 | Department: City of Durant

Policy Name: GLA140036407 | Memo:

Claim 213373 PD 2015 Tahoe

Durant.org
Powered by Google

BA 24-3

An chen Lai <alai@durant.org>

# Health Literacy grant

2 messages

**Robbee Tonubbee** <rtonubbee@durant.org> Thu, Sep 7, 2023 at 8:27 AM
To: An chen Lai <alai@durant.org>, Pam adair <padair@durant.org>

The paperwork for the Health Literacy grant should be coming next week so after it is all signed they will deposit the funds into our account.
The grant this year is only $3900, not $4000.
I will cc you both on the signed contract so you'll know what to look for and when...

--
*Ms. Robbee Tonubbee*
*Library Director*
*Community Center Manager*
*Donald W. Reynolds Library &*
*Community Center*
*1515 W. Main*
*Durant, OK 74701*
*580-924-3486*
*rtonubbee@durant.org*
*www.donaldwreynolds.okpls.org*

GL#001-015-570-7038 -$100 & 001-000-362-3606 -$100

---

**An chen Lai** <alai@durant.org> Thu, Sep 7, 2023 at 9:04 AM
To: Robbee Tonubbee <rtonubbee@durant.org>, Pam adair <padair@durant.org>

I will do the budget amendment next time.
An-chen
[Quoted text hidden]
--
An-Chen Lai
City of Durant
Finance Director/Treasurer
P.O. Box 578
Durant, OK 74702
(580)931-6651
alai@durant.org

GAY CUNNINGHAM
2120 W. LOCUST PH. 580-924-5786
DURANT, OK 74701-3454

1338

86-88/1031

Oct. 5, 2023
DATE

PAY TO THE ORDER OF City of Durant $ 100.00

One hundred & 00/100 DOLLARS

Security Features Details on Back.

FirstUnited
Durant, Oklahoma 74702

FOR Sr. Center donation Gay Cunningham

⑆103100881⑆ ⑈0016739 20⑈ 1338

© HARLAND

001-000-361-4000 +100

Sr. Center Donation 91

001-023-550-5051 +100

BA

STARLINK

# SERVICE ORDER & STATEMENT OF WORK / QUOTE

## PRICING VALID UNTIL October 31, 2023

Starlink is a commercial product with commercial terms of service, including an enforced acceptable use policy and restrictions on modifications (https://www.starlink.com/legal/). The Starlink commercial service is not intended for offensive or defensive use. All use/s are bound by these terms. Please contact governmentsales@spacex.com if you require a different product for your application.

**Order Form / Quote is incomplete, please complete the relevant orange cells down to row 68 before submission**

### Customer Information

| | | | | | | |
|---|---|---|---|---|---|---|
| Account Name | | | | | | |
| Account Number | New Account | | | | | |
| Billing Address (on Invoice) | | | | | | |
| PO or Contract Number (If Applicable) | | | | | | |
| Point of Contact* (Shipping Contact) | Name: | | Phone: | | Email: | |
| Point of Contact* (Billing Contact on Invoice) | Name: | | Phone: | | Email: | |
| Point of Contact* (Other) (Optional) | Name: | | Phone: | | Email: | |

*All listed contacts will have full account access on the starlink.com portal.*

### Equipment

| Item | Price (ea) | Quantity | Price (total) | Description |
|---|---|---|---|---|
| Starlink High Performance Kit | $ 2,500.00 | 0 | $ - | Starlink HP, Power Supply, POE, Power/Data Cables, Wi-Fi Router, Lawn Mount |
| Starlink Mobile High Performance | $ 2,500.00 | 0 | $ - | Starlink flat-mounted HP kit for mobile applications |
| Shipping (per Kit) | $ 50.00 | 0 | $ - | Shipping costs per Starlink kit in United States. International rates will vary. |

### Accessories

| Item | Price (ea) | Quantity | Price (total) | Description |
|---|---|---|---|---|
| | $ - | | $ - | |
| | $ - | | $ - | |
| | $ - | | $ - | |
| | $ - | | $ - | |
| | $ - | | $ - | |
| | $ - | | $ - | |
| **Total Equipment Charges ($ USD)** | $ - | | | |

### Service / Subscriptions

| Item | Price (per mo) | Quantity | Total (per mo) | Description |
|---|---|---|---|---|
| Priority 1TB | $ 250.00 | 0 | $ - | Fixed-Site Starlink Subscription - 1TB Priority Access Data |
| Priority 2TB | $ 500.00 | 0 | $ - | Fixed-Site Starlink Subscription - 2TB Priority Access Data |
| Priority 6TB | $ 1,500.00 | 0 | $ - | Fixed-Site Starlink Subscription - 6TB Priority Access Data |
| Mobile Priority 50GB | $ 250.00 | 0 | $ - | Mobile Starlink Subscription - 50 GB Priority Access Data |
| Mobile Priority 1TB | $ 1,000.00 | 0 | $ - | Mobile Starlink Subscription - 1TB Priority Access Data |
| Mobile Priority 5TB | $ 5,000.00 | 0 | $ - | Mobile Starlink Subscription - 5TB Priority Access Data |
| **Total Monthly Payment** | | | | |
| **Total Bulk Service Payment** | | | | |

### Additional Information

| | | | |
|---|---|---|---|
| Payment Option (Select One) | ☐ Bulk Payment | # Months | ☐ Monthly Payment |
| Service Payment Method (Select One) | ☐ Credit Card | ☐ ACH / Direct Debit | ☐ Wire Transfer (Bulk payment only) |
| Payment Terms | | | |
| Tax Exempt | ☐ No | ☐ Yes (Attach Supporting Documentation) | Tax Exemption Number: |

**Notes** *All prices shown are exclusive of applicable taxes.*

### Statement of Work

**Starlink Priority Mobile:** SpaceX will provide the equipment listed above to the stated delivery address and provide Starlink service with Mobility software, enabling the terminal to automatically enter the network wherever there is active Starlink coverage (marked "available" or "waitlist" on www.starlink.com/map)

**Starlink Fixed Priority Service:** SpaceX will provide tl
the feasibility of, and coverage availability at, each lc
elsewhere.

Starlink is designed as a user-installed system. Custo
of the various configurations of Starlink hardware, ar

SpaceX shall deliver commercial Starlink hardware an
capabilities. SpaceX products provided under this pro

SpaceX requests Customer not release to the public a
social media posts, interviews, conference/meeting m
All prices are exclusive of Taxes. Customer must use tl
agreed upon.
The Agreement between Customer and SpaceX consis

- Starlink Service Terms applicable to your country
- Acceptable Use Policy
- Privacy Policy
- Software License and Usage Terms
- Non-Disclosure Agreement, if applicable
- Starlink Fair Use Policy
- Starlink Limited Warranty
- Starlink Specification applicable to your service plan

**Space Exploration**

Signature: _____

Name: _____

Title: _____

Date: _____

Grant fm.

001-000-362-2103

Rev. + 8500

001-018-530-3031 (Expense)

(Telecommunication) $~~800~~ 8500.-

# City of Durant
# Budget Amendment - FY 2023-2024
# DCFA FUND
# October 10, 2023

## Estimated Revenue or Fund Balance

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|
| 215 | 000-301-1000 | | BEGINNING UNENCUMBERED | 2,200,000 | | 2,200,000 |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |

## Appropriations

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment | |
|---|---|---|---|---|---|---|---|
| 215 | 078-570-7800 | | FUND RESERVE | 403,066 | (300,000) | 103,066 | DMSC TRACK |
| 215 | 078-599-5000 | | TRSF TO DMSC-MIS REIMBURSEMENT | 520,986 | 300,000 | 820,986 | |
| | | | | | | - | |
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| FUND INFORMATION | |
|---|---|
| Original Budget - Revenues *** | $ 4,484,411 |
| Amendments | 24,890 |
| Current Budget - Revenues | **$ 4,509,301** |
| Original Budget - Expenditures | $ 4,484,411 |
| Amendments | 24,890 |
| Current Budget - Expenditures | **$ 4,509,301** |

*** Does not include appropriated fund balance.

Approved by the City Council this

October 10, 2023

Approved:

City Manager

Explanation of Budget Amendment:

Appropriate funds for Transfer additional fund to support DMSC Track Replaced

Posted By _____ Date _____ BA# 05248 Pkt.# 0202

BA24-4-22

BA

300,000 — DCFA

31,905.00 → Find $

215 & 500.

+16,000 — Tote - J.D. Equipment

**Base Proposal Price** **$295,300.00**

**PROPOSAL ALERNATES**

1. Add alternate to provide and install *epiQ* Tracks® **V300** (RED) 13mm impermeable paved mat and sealed structural spray polyurethane surfacing system. Add to base proposal.
   Add alternate 1 amount $36,605.00

**EXCLUSIONS**

1. Any item of work not specifically listed above.
2. Geotechnical Investigation.
3. SWPPP/Erosion control.
4. Any concrete work.
5. Any asphalt paving.
6. Any electrical work.
7. Any fence work.
8. Engineering.
9. Construction materials inspection and testing.
10. Supply or installation of perimeter safety or construction fencing.
11. Site security.
12. Any Allowances or Contingencies.
13. Taxes.
14. Prevailing or union wages.
15. Any permits or fees, including any utility impact fees generated by construction improvements.
16. Owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

215-078-570-7800. <300,000>
215-078-599-5000 300,000

500-000-301-1000 +19,050 +16,000.—
500-000-3364-2150 300,000
for DMSC
Track.

500-011-550-5672. Tote Equip. 16,000.—
500-011-560-6404 319,050.00

# City of Durant
# Budget Amendment - FY 2023-2024
# CDBG FUND
# September 12, 2023

## Estimated Revenue or Fund Balance

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|
| 250 | 000-301-1000 | REVENUE | BEGINNING UNENCUMBERED | - | - | - |
| 250 | 000-362-4017 | | CDBG TUBACEX GRANT | 76,886 | | 76,886 |
| 250 | 000-362-4018 | | 20 CDBG 17980 WTP SCADA | 152,222 | | 152,222 |
| 250 | 000-362-4019 | | 20 CDBG-CR 18114 UT. ASST. | 52,063 | | 52,063 |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |

## Appropriations

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|
| 250 | 138-560-6803 | SCADA | WTP SCADA CONSTRUCTION | 59,000 | (57,300) | 1,700 |
| 250 | 137-520-2161 | TUBACEX | TUBACEX DURANT - CONSTRUCTION | - | | - |
| 250 | 138-520-2111 | SCADA | WTP SCADA PROFESSIONAL SERVICE | - | | - |
| 250 | 138-560-6803 | SCADA | WTP SCADA CONSTRUCTION | - | | - |
| 250 | 139-530-3484 | UTILITY ASST GRANT | REIMB TO GF- PERSONNEL EXP. | - | | - |
| 250 | 139-530-3486 | UTILITY ASST GRANT | REIMB TO UA - UTILITY ASSIST. | - | | - |
| 250 | 139-570-7010 | UTILITY ASST GRANT | UTILITY ASST. MISC. EXPENSES | - | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | (57,300) | |

| FUND INFORMATION | | |
|---|---|---|
| Original Budget - Revenues *** | $ | - |
| Amendments | | 677,285 |
| Current Budget - Revenues | $ | 677,285 |
| Original Budget - Expenditures | $ | - |
| Amendments | | 538,984 |
| Current Budget - Expenditures | $ | 538,984 |
| 138,301 | | |

*** Does not include appropriated fund balance.

Approved by the City Council this

September 12, 2023

Approved:

City Manager

Explanation of Budget Amendment:

Appropriate funds from FY 22-23 CDBG PROJECTS Rollover Budget

Posted By _____ Date _____ BA# 05248 Pkt.# 0203

BA24-4-23

Budget Adjustment View

Close Form | Print Screen | Help | Documents (0)

Adjustment: Prints the current window

Process: Budget Adjustment Process

Packet: GLPKT04815 - BA 24-1 01-04 FY22-23 ROLLOVER

BA

General

Adjustments

Documents

| Fund Id | Account | Name | Description | Amount | Period Descrip | Period |
|---|---|---|---|---|---|---|
| 250 | 250-000-362-4018 | 20 CDBG 17 | BA24-1-02 F | -152,222.00 | Specific Peri | July |
| 250 | 250-000-362-4019 | 20 CDBG-CR | BA24-1-02 F | -525,063.00 | Specific Peri | July |
| 250 | 250-138-520-2111 | WTP SCADA | BA24-1-02 F | 14,831.00 | Specific Peri | July |
| 250 | 250-138-560-6803 | WTP SCADA | BA24-1-02 F | 59,000.00 | Specific Peri | July <57,300> |
| 250 | 250-139-530-3484 | REIMB TO G | BA24-1-02 F | 36,720.00 | Specific Peri | July |
| 250 | 250-139-530-3486 | REIMB TO U | BA24-1-02 F | 484,155.00 | Specific Peri | July |
| 250 | 250-139-570-7010 | UTILITY ASS | BA24-1-02 F | 1,578.00 | Specific Peri | July |

250-138-560-6803 <57,300>

# City of Durant
## Budget Amendment - FY 2023-2024
## DWRF COM CTR & LIBRARY FUND
## October 10, 2023

### Estimated Revenue or Fund Balance

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment | |
|---|---|---|---|---|---|---|---|
| 350 | 000-301-1000 | | BEGINNING UNENCUMBERED | 921,576 | | 921,576 | |
| 350 | 000-363-1000 | | PENDLETON TRUST | 10,774 | 6,261 | 17,035 | BASA RESOURCE |
| 350 | 000-363-1000 | | PENDLETON TRUST | 17,035 | 441 | 17,476 | CITATION |
| 350 | 000-363-1000 | | PENDLETON TRUST | | | - | ENERWEST |
| | | | | | | - | |
| | | | | | | - | |
| | | | | | | - | |
| | | | | | | **6,702** | |

### Appropriations

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|
| 350 | 015-550-5605 | DWRF COM TR & LIBRARY | PENDLETON TRUST MAINT/PROJ. | 297,000 | 6,702 | 303,702 |
| 350 | 015-550-5606 | DWRF COM TR & LIBRARY | PENDLETON GRAVESITES MAINT. | 34,695 | | 34,695 |
| 350 | 015-560-6408 | DWRF COM TR & LIBRARY | IMPROVEMENTS | 13,912 | | 13,912 |
| 350 | 015-570-7400 | DWRF COM TR & LIBRARY | CONTINGENCY RESERVE | 587,443 | | 587,443 |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | **6,702** | |

**FUND INFORMATION**

| | | |
|---|---|---|
| Original Budget - Revenues *** | $ | 915,737 |
| Amendments | | 24,015 |
| Current Budget - Revenues | **$** | **939,752** |
| Original Budget - Expenditures | $ | 915,737 |
| Amendments | | 24,015 |
| Current Budget - Expenditures | **$** | **939,752** |

*** Does not include appropriated fund balance.

Approved by the City Council this

October 10, 2023

Approved:

City Manager

Explanation of Budget Amendment:

Appropriate funds For DWRF COM CTR & LIBRARY Monthly Pendleton Trust Revenue

Posted By _____ Date _____ BA# GLPK05248 Pkt.# _0204

BA24-4-24

**BASA RESOURCES INC.** BA

350.

175846

| OWNER NAME | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 134301 DURANT PUBLIC LIBRARY | | | | | | | | |
| WELL | | GR. VOLUME | GR. VALUE | STATE TAXES | GR. OTH. DED. | UNIT PRICE | BTU | AMOUNT |
| PROD MONTH | PROD | INTEREST | OWNER VALUE | AMOUNT | OWNER OTH. DED. | NET AMOUNT | ADJUSTMENTS | PAID |
| See Revenue Summary Statement | | | | | | | | |
| FOR EMAILED STATEMENTS, PLEASE EMAIL BASA @ ADDRESSCHANGE@BASARESOURCES.COM | | | | | | | | |
| | | | | Check Date: 09/11/23 | | Amount: ****$6,261.04 | | |

350-000-363-1000

6261

441

DETACH AND RETAIN THIS STATEMENT FOR TAX PURPOSES

WHEN WRITING REFER TO WELL AND YOUR OWNER NUMBER

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

**BASA RESOURCES INC.**
DISTRIBUTION ACCOUNT #2
14875 LANDMARK, 4TH FLOOR
DALLAS TX 75254
214-559-4200

AMEGY BANK N.A.
P.O. BOX 27459
HOUSTON, TX 77227-7459

35-1125
1130

175846

DATE 09/11/23

PAY **********6,261 Dollars and 04 Cents

$ ****6,261.04

TO THE ORDER OF

DURANT PUBLIC LIBRARY
C/O CITY OF DURANT
ATTN: TREASURER'S OFFICE
PO BOX 578
DURANT,OK 74702

CHECK VOID AFTER 120 DAYS

Michael N. Fatch.

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈0001758460⑈ ⑆113011258⑆ ⑈0053747921⑈

Citation Oil & Gas Corp
14077 CUTTEN ROAD
HOUSTON, TEXAS 77069-2212
(281) 891-1080
www.cogc.com

BA

Wells Fargo Bank
Royalty Account

56-382
412

Check No. **3228110**

VOID AFTER 90 DAYS

| CHECK NO. | DATE | PAY EXACTLY |
|---|---|---|
| 3228110 | Sep-20-2023 | $440.92 |

PAY EXACTLY $440dols92cts
FOUR HUNDRED FORTY DOLLARS AND 92 CENTS

COUNTER SIGNATURE REQUIRED IF AMOUNT GREATER THAN $50,000

TO THE ORDER OF

DONALD W REYNOLDS COMMUNITY CENTER &
LIBRARY, A/K/A THE DURANT (OK) PUBLIC LIBRARY
15415 W MAIN ST
DURANT, OK 74701

By CHancel

By

⑈3228110⑈ ⑆041203824⑆ 9600034245⑈

~~350~~ 350

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

Citation Oil & Gas Corp
14077 CUTTEN ROAD
HOUSTON, TEXAS 77069-2212
(281) 891-1080
www.cogc.com

Wells Fargo Bank
Royalty Account



| PAYEE NO. | PAYEE NAME | CHECK DATE | CHECK NUMBER | AMOUNT |
|---|---|---|---|---|
| 120047 | DONALD W REYNOLDS COMMUNITY CENTER & | Sep-20-2023 | 3228110 | $440.92 |

| WELL# / SALE DATE | PC | TYP INT | WELL NAME / PRICE | QUANTITY | GROSS VALUE | DEDUCTIONS | STATE | COUNTY / NET | INTEREST | PAID INT | OWNER VALUE | DEDUCTIONS | | NET SHARE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 50.15278 | | | DAVIS SOUTHWEST UNIT | | | | OK | MURRAY | | | | | | |
| 07/23 | 1 | 2 | 72.79 | 3009.93 | 219103.94 | 15764.53 | SEV | 203328.88 | 0.00299910 | 0.00299910 | 657.11 | 47.28 | SEV | 609.80 |
| | | | | | | 10.53 | CON | | | 0.00299910 | | 0.03 | CON | |
| 50.99911 | | | FEDERAL BACKUP WITHHOLDING | | | | FD | DUMMY FOR FED WH | | | | | | |
| 08/23 | FD | 2 | 0.00 | | 0.00 | 171.47 | WH | 171.47- | 1.00000000 | 1.00000000 | 0.00 | 171.47 | WH | 171.47- |
| 80.20540 | | | PINKARD 5-2 | | | | OK | BRYAN | | | | | | |
| 07/23 | 1 | 2 | 68.73 | 155.48 | 10685.98 | 768.86 | SEV | 9916.58 | 0.00026070 | 0.00026070 | 2.79 | 0.20 | SEV | 2.59 |
| | | | | | | 0.54 | CON | | | 0.00026070 | | 0.00 | CON | |

| | OWNER GROSS | OWNER NET DEDUCTIONS | OWNER NET TOTALS |
|---|---|---|---|
| CURRENT CHECK | 659.90 | 218.98 | 440.92 |
| YEAR TO DATE | 5422.59 | 1725.41 | 3697.18 |

----------PRODUCTS/DEDUCTIONS----------

1 - OIL / FD - FEDERAL INCOME TAX WITHHOLDING / SEV - SEVERANCE TAXES / CON - CONSERVATION TAXES /
WH - FEDERAL BACKUP WITHHOLDING /

TOTAL CHECK AMOUNT 440.92

# City of Durant
## Budget Amendment - FY 2023-2024
## DCUA FUND
## October 10, 2023

### Estimated Revenue or Fund Balance

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|
| 405 | 000-301-1000 | | BEGINNING UNENCUMBERED | 20,000.00 | 20,500 | 40,500 |
| | | | | | | - |
| | | | | | | - |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | **20,500** |

### Appropriations

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment | |
|---|---|---|---|---|---|---|---|
| 405 | 049-560-5666 | DISPOSAL SOLID WASTE | ROLL OFF BINS | 63,500.00 | 20,500 | 84,000 | 20yRD OP & CLOSE TOP |
| | | | | | | - | REMINDER |
| | | | | | | - | |
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| | | | | | **20,500** | | |

| FUND INFORMATION | |
|---|---|
| Original Budget - Revenues *** | $14,902,176 |
| Amendments | 40,500 |
| Current Budget - Revenues | **$14,942,676** |
| Original Budget - Expenditures | $14,902,176 |
| Amendments | 40,500 |
| Current Budget - Expenditures | **$14,942,676** |

*** Does not include appropriated fund balance.

Approved by the City Council this

October 10, 2023

Approved:

City Manager

Explanation of Budget Amendment:

Appropriate funds for ROLL OFF BINS OPEN & CLOSE TOP 20-YD

Posted By _____ Date _____ BA# GLPK005248 Pkt.# 0205

BA24-4-25

BA

Landfill

Budget $63,500.
+ 20,500
84,000.

405-649-560-5666

405-000-301-1000

20,500.-

Custom MFG.

| | |
|---|---|
| 20yd Close Top | $37100.12 |
| 20yd open Top | 28,650.12 |
| Total | 65,750.24 |

Roll-offs USA

| | |
|---|---|
| 20yd Open Top | 25,250.00 |
| 20yd Close Top | 43,250.00 |
| Total | 68,500 |

| | |
|---|---|
| Texoma MFG. | 34,475 |
| 20yd open Top | 49,475 |
| Total | 83,950 |

| Date | Estimate # |
|---|---|
| 8/31/2023 | 8299 |

| Name / Address |
|---|
| City of Durant<br>300 W. Evergreen<br>Durant, OK 74701 |

| Ship To |
|---|
| City of Durant - Landfill<br>1620 Blanchard Road<br>Durant, OK 74701<br>Attn: Kenny Cooper<br>Ph #580-924-8358 |

| Terms | FOB | Other |
|---|---|---|
| Net 30 | OKC, OK | |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| RO2220 | 20-Yd Open Top Rectangular Style Roll-Off Container.<br>Inside Dim: 42" T x 84" W x 265" L<br>Specs: 12 Ga., Walls, BH & Door; Flat Bulkhead; 4x4x11 Ga., Top Rail; 3/16" Floor; 6x2x3/16 Main Rails; Crossmembers On 18" Centers; (2) Rear Door Hinges | 5 | 5,425.00 | 27,125.00 |
| OPTION-AMP | Stellar, Ampliroll, Etc., Lift Option. Customer To Advise On Ht. 45 Degree Mitre Cut On Front Side Of Main Rails To Keep Rails From Hitting Rollers On Truck. Customer Requests Combo Pull (Cable & A-Frame). Customer Must Provide Model & Drawing Of Container Requirements. | 5 | 185.00 | 925.00 |
| Push | Push Plate, 3/8x6 FB. Located Above Each Bull Nose Roller. Approx 40" | 5 | 0.005 | 0.03 |
| SERIAL NU... | Weld On Serial Numbers. #'S To Be Located On Driver's Side Front Top Rail (Approx 4" T) Customer To Advise On #'s. | 5 | 0.005 | 0.03 |
| PAINT | Paint Color - Customer To Advise<br>*Interior / Exterior Primed Prior To Painting | 5 | 0.005 | 0.03 |
| ANSI | **ANSI Safety Decals Included On All Equipment. | 5 | 0.005 | 0.03 |

***Thank You For The Opportunity To Quote On Your Container Needs. We Look Forward To Working With You!***

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax (9.375%)** | |
| **Total** | |

| Phone # | Fax # | jamie@custommanufacturing.us |
|---|---|---|
| **405-692-6311** | 405-691-8190 | |
| *Certified Women Owned Small Business* | | **Web Site:**<br>**www.custommanufacturing.us** |

*Signed / Date* _____

*E-mail Acceptance To: jamie@custommanufacturing.us*

*or Fax To: 405-691-8190*

Page 1

| Date | Estimate # |
|---|---|
| 9/19/2023 | 8322 |

| Name / Address |
|---|
| City of Durant<br>300 W. Evergreen<br>Durant, OK 74701 |

| Ship To |
|---|
| City of Durant - Landfill<br>1620 Blanchard Road<br>Durant, OK 74701<br>Attn: Kenny Cooper<br>Ph #580-924-8358 |

| Terms | FOB | Other |
|---|---|---|
| Net 30 | OKC, OK | |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| RO2220 | 20-Yd Open Top Rectangular Style Roll-Off Container.<br>Inside Dim: 42" T x 84" W x 265" L<br>Specs: 12 Ga., Walls, BH & Door; Flat Bulkhead; 4x4x11 Ga., Top Rail; 3/16" Floor; 6x2x3/16 Main Rails; Crossmembers On 18" Centers; (2) Rear Door Hinges | 5 | 5,300.00 | 26,500.00 |
| RORR | 10-Yd Roof (Recycling Container) | 5 | 1,095.00 | 5,475.00 |
| RORC | Covers, 30" x 30" Plastic Sliding Door .. Customer Requests (3) Doors Per Side = (6) Per Container<br>Unit Cost Per Door = $75.00 x 6 = 450.00 | 5 | 450.00 | 2,250.00 |
| OPTION-AMP | Stellar, Ampliroll, Etc., Lift Option. Customer To Advise On Ht. 45 Degree Mitre Cut On Front Side Of Main Rails To Keep Rails From Hitting Rollers On Truck. Customer Requests Combo Pull (Cable & A-Frame). Customer Must Provide Model & Drawing Of Container Requirements. | 5 | 185.00 | 925.00 |
| Push | Push Plate, 3/8x6 FB. Located Above Each Bull Nose Roller. Approx 40" | 5 | 0.005 | 0.03 |
| SERIAL NU... | Weld On Serial Numbers. #'S To Be Located On Driver's Side Front Top Rail (Approx 4" T) Customer To Advise On #'s. | 5 | 0.005 | 0.03 |

***Thank You For The Opportunity To Quote On Your Container Needs. We Look Forward To Working With You!***

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax (9.375%)** | |
| **Total** | |

| Phone # | Fax # | jamie@custommanufacturing.us |
|---|---|---|
| **405-692-6311** | 405-691-8190 | |
| *Certified Women Owned Small Business* | | **Web Site:**<br>**www.custommanufacturing.us** |

*Signed / Date* _____

*E-mail Acceptance To: jamie@custommanufacturing.us*

*or Fax To: 405-691-8190*

# City of Durant
# Budget Amendment - FY 2023-2024
# DMSC FUND
# October 10, 2023

## Estimated Revenue or Fund Balance

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|
| 500 | 000-301-1000 | | BEGINNING UNENCUMBERED | 323,565 | 35,050 | 358,615 |
| 500 | 000-364-2150 | | TRANSFER FROM DCFA FUND | 520,986 | 300,000 | 820,986 |
| | | | | | | - |
| | | | | | | **335,050** |

## Appropriations

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|
| 500 | 011-560-5661 | | MACHINERY | 263,565 | | 263,565 |
| 500 | 011-550-5671 | | RECREATION EQUIPMNT | 86,200 | 16,000 | 102,200 |
| 500 | 011-560-6404 | | CAPITAL IMPRV. ITEN | - | 319,050 | 319,050 |
| | | | | | | - |
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| | | | | | | - |
| | | | | | | - |
| | | | | | 335,050 | |

| FUND INFORMATION | |
|---|---|
| Original Budget - Revenues *** | $14,902,176 |
| Amendments | 683,505 |
| Current Budget - Revenues | **$15,585,681** |
| Original Budget - Expenditures | $14,902,176 |
| Amendments | 683,505 |
| Current Budget - Expenditures | **$15,585,681** |

*** Does not include appropriated fund balance.

Approved by the City Council this

October 10, 2023

Approved:

City Manager

Explanation of Budget Amendment:

Appropriate funds for DMSC TRACK REPLACED AND BUNKER FIELD RAKE

Posted By _____ Date _____ BA# 05248 Pkt.# 0206

BA24-4-26

BA

300,000 — DCFA

31,905.00 → Find $

215 & 500.

+16,000 — Tote-J D. Equipment

**Base Proposal Price** **$295,300.00**

**PROPOSAL ALERNATES**

1. Add alternate to provide and install *epiQ* Tracks® **V300** (RED) 13mm impermeable paved mat and sealed structural spray polyurethane surfacing system. Add to base proposal.
   Add alternate 1 amount $36,605.00

**EXCLUSIONS**

1. Any item of work not specifically listed above.
2. Geotechnical Investigation.
3. SWPPP/Erosion control.
4. Any concrete work.
5. Any asphalt paving.
6. Any electrical work.
7. Any fence work.
8. Engineering.
9. Construction materials inspection and testing.
10. Supply or installation of perimeter safety or construction fencing.
11. Site security.
12. Any Allowances or Contingencies.
13. Taxes.
14. Prevailing or union wages.
15. Any permits or fees, including any utility impact fees generated by construction improvements.
16. Owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

215-078-570-7800. <300,000>

215-078-599-5000 300,000

500-000-301-1000 +19,050 +16,000.—

500-600-3364-2150 300,000 for DMSC Track.

500-011-550-5672 Tote Equip. 16,000.—

500-011-560-6404 319,050.00

Bunker + Field Rake

JOHN DEERE

P&K EQUIPMENT
JOHN DEERE

DA DMSC

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**
P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
405-743-4050
stillwater@pkequipment.com

## Quote Summary

**Prepared For:**
CITY OF DURANT PARK DEPARTMENT
DURANT, OK 74701
Business: 254-765-3343

**Delivering Dealer:**
**P & K Equipment, Inc.**
Alex Little
604 Eastgate Street
Stillwater, OK 74074
Phone: 405-743-4050
alittle@pkequipment.com

**Thank you - we appreciate your business!**

Prices listed include all applicable bonuses & rebates.

**Quote ID:** 29657999
**Created On:** 21 September 2023
**Last Modified On:** 21 September 2023
**Expiration Date:** 21 October 2023

**WARRANTY INFORMATION:** FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

| Equipment Summary | Selling Price | | Qty | | Extended |
|---|---|---|---|---|---|
| JOHN DEERE 1200A Bunker and Field Rake | $ 16,397.92 | X | 1 | = | $ 16,397.92 |
| **Contract:** OK Grounds Mtnce Equip and Svcs SW0196JD (PG 2Q CG 22) | | | | | |
| **Price Effective Date:** August 1, 2022 | | | | | |
| **Equipment Total** | | | | | **$ 16,397.92** |

* Includes Fees and Non-contract items

| Quote Summary | |
|---|---|
| Equipment Total | $ 16,397.92 |
| Trade In | |
| SubTotal | **$ 16,397.92** |
| Est. Service Agreement Tax | $ 0.00 |
| Total | $ 16,397.92 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| **Balance Due** | **$ 16,397.92** |

**Salesperson : X** _____

**Accepted By : X** _____

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Fund 500 16,000 Find #
DMSC

An chen Lai <alai@durant.org>

# DMSC Project

6 messages

**An chen Lai** <alai@durant.org> Wed, Oct 4, 2023 at 9:16 AM
To: Ryan Brewer <rbrewer@durant.org>

Ryan,
I am working on the Budget Amendment. Would you please let me know how the meeting yesterday went? I notice they give you $300,000 for your project. Should I need to do any budget amendment to put funds in DMSC?
An-chen

--
An-Chen Lai
City of Durant
Finance Director/Treasurer
P.O. Box 578
Durant, OK 74702
(580)931-6651
alai@durant.org

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**Ryan Brewer** <rbrewer@durant.org> Wed, Oct 4, 2023 at 9:19 AM
To: An chen Lai <alai@durant.org>

Yes the funds were approved for the amount of 300,000 for the resurfacing the track. All the money will go into DMSC. I have a quote for 295K plus 40,000 for a more resilient track layer so it will last longer. I will get you the quote once Council approves of us joining a Purchasing system that is for Recreational items. Pretty much a state purchasing system for just recreational items like playgrounds lighting etc.
[Quoted text hidden]
--
Ryan Brewer
Parks and Facility Manager
City of Durant
580-579-6641
rbrewer@durant.org

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**An chen Lai** <alai@durant.org> Wed, Oct 4, 2023 at 9:28 AM
To: Ryan Brewer <rbrewer@durant.org>

I wll do BA $300,000 to you DMSC while you request Council to approve this project.
An-chen
[Quoted text hidden]

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**An chen Lai** <alai@durant.org> Wed, Oct 4, 2023 at 9:30 AM
To: Ryan Brewer <rbrewer@durant.org>

The prior year remaining balance, I will suggest you just keep it till the end of the fiscal year and you can use this remaining money to do the DMSC project/ improvement.
[Quoted text hidden]

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**Ryan Brewer** <rbrewer@durant.org> Wed, Oct 4, 2023 at 9:32 AM
To: An chen Lai <alai@durant.org>

well the remaining I was going to go ahead and get a field rake machine because ours keeps breaking down for 16,000 and try and get new scoreboards. the left over money will cover both easily and they need to happen.

# City of Durant
## Budget Amendment - FY 2023-2024
## CEMETERY OPERATIONS FUND
## October 10, 2023

### Estimated Revenue or Fund Balance

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|
| 610 | 000-301-1000 | | BEGINNING UNENCUMBERED | 10,135.00 | 500 | 10,635 |
| | | | | | | - |
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| | | | | | | 500 |

### Appropriations

| Fund Number | Account Number | Department | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment | |
|---|---|---|---|---|---|---|---|
| 610 | 050-570-7010 | CEMETERY OPERATION | MISC. EXPENDITURES | 0.00 | 500 | 500 | ANGEL STATUE |
| | | | | | | - | |
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| | | | | | | - | |
| | | | | | 500 | | |

| FUND INFORMATION | | |
|---|---|---|
| Original Budget - Revenues *** | $ | 132,180 |
| Amendments | | 500 |
| Current Budget - Revenues | $ | 132,680 |
| Original Budget - Expenditures | $ | 132,180 |
| Amendments | | 500 |
| Current Budget - Expenditures | $ | 132,680 |

*** Does not include appropriated fund balance.

Approved by the City Council this

October 10, 2023

Approved:

City Manager

Explanation of Budget Amendment:

Appropriate funds for Angel Statue Prevention Maintenance

Posted By _____ Date _____ BA# GLPK005248 Pkt.# 0207

BA24-4-27

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An chen Lai <alai@durant.org>

# PO Question

**Cynthia Price** <cprice@durant.org> Fri, Oct 6, 2023 at 12:09 PM
To: Jennifer Gibson <jgibson@durant.org>, An chen Lai <alai@durant.org>

Jennifer,

Last fiscal year, I had requested and you created a PO (2381741) for preventative maintenance on the angel statue at Highland. Janie Umsted never got around to doing the work so I had to close the PO. Now she has it back on her schedule. There is no money in that GL (610-050-570-7010 for this fiscal year most likely because I thought at the time that the statue was going to be done last fiscal year. Would this qualify under the perpetual care fund? The amount, by the way, would be the same as the last PO for $500.)

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Respectfully,

Cynthia J. Price
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Cynthia J. Price
City Clerk and
Cemetery Administrator
City of Durant
300 W. Evergreen, Room 100
P.O. Box 578
Durant, OK 74702
Phone: (580) 931-6641
Fax: (833) 994-0399

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Rick Rumsey, Interim City Manager |
| **Re:** | Consider Approval of Agreement Between the City of Durant and Big Five Community Services for FY 2023-2024 (C-2023-69) |

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**Council Information / Action Requested**

Approval of Agreement Between the City of Durant and Big Five Community Services for FY 2023-2024 (C-2023-69)

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

**ATTACHMENTS:**

1. C-2023-69 BIG FIVE ANNUAL AGREEMENT FY 2023-2024 UNSIGNED

**AGREEMENT BETWEEN THE CITY OF DURANT**
**AND THE BIG FIVE COMMUNITY SERVICES**
**FOR FY 2023-2024**

STATE OF OKLAHOMA §
§
COUNTY OF BRYAN §

THIS AGREEMENT, made this 10th day of October 2023, between the City of Durant, an Oklahoma municipal corporation (hereinafter referred to as *"City"*), and the Big Five Community Services (hereinafter referred to as *"Big Five"*).

WITNESSETH:

WHEREAS, the City of Durant desires to support Big Five Community Services and the Southern Oklahoma Rural Transportation System (SORTS) that provides vital transportation services for many citizens of our community.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

Section 1. Big Five Community Services agrees to continue to provide vital transportation services to the citizens of our community through the SORTS program.

Section 2. Big Five Community Services agrees to provide sufficient staff to operate and maintain the SORTS program with a level of service necessary to provide essential transportation opportunities for our citizens.

Section 3. The City agrees to pay Big Five Community Services $15,000.00 for transportation services to be provided by Southern Oklahoma Rural Transportation System (SORTS) during Fiscal Year 2023-2024 in quarterly payments. Big Five understands and agrees that the funds provided herein must be expended for the benefit of the City and its inhabitants by providing vital transportation services. Big Five further agrees that it will file with the City a fully itemized report of receipt and disbursement following the guidelines for expenditure of municipal funds outlined in 11 O.S. 17-101 et. seq. and 11 O. S.17-201 et seq.

Section 4. In the event of any default in or breach of this agreement or any of its terms or conditions, by any party hereto, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within ten (10) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

Section 5. No member, official, or employee of the City or Big Five Community Services shall have any personal interest, direct or indirect, in this agreement; nor shall any member, official, or employee participate in any decision relating to this agreement which affects his personal interests or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

Section 6. No member, official, or employee of the City shall be personally liable to Big Five Community Services in the event of any default or breach by the City or for any amount which may become due to Big Five Community Services or any obligation under the terms of this agreement.

Section 7. Big Five Community Services shall provide the City of Durant a copy of its annual budget for the Fiscal Year 2023-2024 along with quarterly financial statements, which shall be provided by the 25th day of the month following the last day of each quarter. Upon receipt of quarterly financial statements the City shall approve the invoice or claim form submitted by Big Five for payment and process according to approved purchasing procedures established for the City of Durant.

Section 8. Big Five Community Services covenants and agrees that any funds unspent or unencumbered shall not be carried over into the next fiscal year.

Section 9. As a result of receiving municipal funding, Big Five Community Services agrees and understands that it must follow the Oklahoma Open Meeting Act.

IN WITNESS WHEREOF, parties have caused this agreement to be executed this 10th day of October, 2023.

ATTEST:

By: _____
Cynthia J. Price, City Clerk Date

CITY OF DURANT

By:_____
Rick Rumsey, Interim City Manager Date

ATTEST:

By: _____
Secretary Date

BIG FIVE COMMUNITY SERVICES

By: _____
President Date

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | An chen Lai, Finance Director/Treasurer |
| **Re:** | August 2023 Financial Statements And September 2023 Sales Tax Report |

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Attached are the following statements:
August 2023
  General Fund (001)
  Capital Improvements Fund (015)
  DCUA Fund (405)
AND
September 2023
  Sales Tax Breakdown
  1% Sales Tax Reports

**Council Information / Action Requested**
Informaiton Only

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

**ATTACHMENTS:**
1. August 2023 General Fund (001) Revenue & Expense Report
2. August 2023 CI REV and Expenses
3. August 2023 DCUA Revenue & Expense Report
4. September 2023 Sales Tax Break Down
5. September 2023 Sales Tax 10-Y Monthly Report
6. September 2023 1% Sales Tax 10-Y Monthly Average

# City of Durant, Oklahoma
# General Fund - UNAUDITED

## Monthly Revenue and Expense Report
## AUGUST 2023 - 16.67% of Fiscal Year Lapsed

| Revenue Type: | This Period | Year-To-Date | Current FY23/24 Budget | % of Budget Y-T-D |
|---|---|---|---|---|
| Sales Tax (2%) | 891,740 | 1,748,406 | 9,107,643 | 19.20% |
| Use Tax | 236,959 | 484,019 | 2,036,880 | 23.76% |
| Alcoholic Beverage Tax | 17,586 | 34,786 | 220,000 | 15.81% |
| Tobacco Excise Tax | 12,049 | 24,637 | 170,000 | 14.49% |
| Telephone Franchise Tax | 3 | 65 | 75,000 | 0.09% |
| Electric Service Franchise Tax | 144,726 | 275,061 | 1,945,000 | 14.14% |
| Natural Gas Franchise Tax | 3,750 | 7,651 | 512,000 | 1.49% |
| Cable TV Service Franchise Tax | 3,841 | 17,070 | 150,000 | 11.38% |
| Vehicle Tax | 2,234 | 16,848 | 135,000 | 12.48% |
| Gasoline Excise Tax | 2,969 | 6,013 | 50,000 | 12.03% |
| Licenses - All Types | 3,835 | 7,035 | 17,000 | 41.38% |
| Permits - All Types | 55,620 | 82,116 | 346,000 | 23.73% |
| Swimming Pool Revenues | 8,027 | 39,010 | 65,500 | 59.56% |
| Library Café Revenues | 381 | 748 | 3,000 | 24.93% |
| Parks & Rec. Facility Rent Rev | - | - | - | 0.00% |
| Charges For Services | 5,650 | 39,685 | 34,000 | 116.72% |
| Police Bonds & Fines | 55,935 | 99,868 | 581,400 | 17.18% |
| Interest Earnings | 2,879 | 6,471 | 35,000 | 18.49% |
| Proceeds From Sale of Asssets | - | - | - | |
| Grant Revenues | 10,000 | 10,172 | 85,153 | 11.95% |
| Miscellaneous Revenues | 23,278 | 32,739 | 70,172 | 46.65% |
| **Sub-Total Revenues** | **1,481,463** | **2,932,399** | **15,638,748** | **18.75%** |
| Transfer from Emp Insuance | - | - | - % | |
| Transfer from Utility Authority | 191,667 | 383,334 | 2,300,000 | 16.67% |
| | **191,667** | **383,334** | **2,300,000** | **16.67%** |
| USE OF FUND BALANCE | | 0 | 2,624,063 | |
| **Total Revenues & Other Financing Sources** | **1,673,130** | **3,315,733** | **20,562,811** | **16.12%** |

| Department: | This Period | Year-To-Date | Current FY23/24 Budget | % of Budget Y-T-D |
|---|---|---|---|---|
| City Administration | 108,260 | 181,025 | 752,426 | 24.06% |
| City Clerk | 4,381 | 8,875 | 106,086 | 8.37% |
| City Treasurer | 28,969 | 58,671 | 403,007 | 14.56% |
| Legal Services - Attorney | 11,795 | 31,518 | 100,000 | 31.52% |
| Law Enforcement - Police Dept | 422,704 | 797,390 | 5,978,626 | 13.34% |
| Neighborhood Services | 36,833 | 72,170 | 569,238 | 12.68% |
| Fire Dept | 408,977 | 697,349 | 4,220,829 | 16.52% |
| Parks, Rec & General Services | 64,574 | 136,940 | 955,983 | 14.32% |
| Swimming Pool | 20,682 | 48,514 | 221,619 | 21.89% |
| Municipal Court | 8,265 | 60,690 | 190,523 | 31.85% |
| Community Development | 24,702 | 52,980 | 525,068 | 10.09% |
| Public Library | 70,495 | 125,535 | 811,566 | 15.47% |
| Street Department | 95,094 | 168,214 | 1,756,826 | 9.57% |
| Economic Development | 446 | 5,474 | 182,897 | 2.99% |
| Civil Emergency Management | 32,128 | 54,556 | 560,887 | 9.73% |
| General Government | 62,090 | 101,030 | 1,012,022 | 9.98% |
| City Garage | 20,498 | 46,776 | 335,336 | 13.95% |
| Senior Citizens Center | 8,311 | 12,834 | 157,992 | 8.12% |
| **Sub-Total Operating Expenditures** | **1,429,204** | **2,660,541** | **18,840,932** | **14.12%** |
| **Other Financing Uses:** | | | | |
| P. TRSF to I.T. service Fund | - | - | - | |
| Transfer to Insurance Cash Fund | - | 131,879 | 131,879 | 100.00% |
| Transfer to Airport Authority | - | - | 300,000 | 0.00% |
| Transfer to 911 Tax Fund | 33,333 | 66,666 | 400,000 | 16.67% |
| Transfer to DMSC Fund | - | - | 200,000 | |
| Transfer to Capital Impr. Fund | - | - | - | 0.00% |
| Transfer to Cemetery Operations Fund | 7,500 | 15,000 | 90,000 | 16.67% |
| Transfer to DCUA Fund | - | 600,000 | 600,000 | |
| **Sub-Total Transfers Out** | **40,833** | **813,545** | **1,721,879** | **47.25%** |
| **Total Expenditures & Other Financing Sources** | **1,470,037** | **3,474,086** | **20,562,811** | **16.89%** |

| | | | | |
|---|---|---|---|---|
| **Net Gain / (Loss) - *Excluding Balance Forward*** | **203,093** | **(158,353)** | **0** | |

# City of Durant, Oklahoma
# Capital Improvements Fund - UNAUDITED

## Monthly Revenue and Expense Report
## AUGUST 31, 2023

| Revenue Type: | This Period | Year-To-Date | Current FY23/24 Budget |
|---|---|---|---|
| Interest Earnings | 1,482 | 3,300 | - |
| Miscellaneous | - | - | - |
| CCPF Donation | 77,200 | 77,200 | 300,000 |
| FAA Grant | - | - | 161,858 |
| ODOT Streetscape V Grant | - | - | 399,968 |
| Homeland Security Grant | - | - | - |
| OPJ-BVP Bullet Proof Vest | - | | 6,000 |
| 2021 ARPA Grant | - | - | - |
| OWBR Loan Proceeds | - | | 2,146,003 |
| Grant-2019 BOR-WEEG | - | - | - |
| Grant-2018 BOR-SWEP | - | - | - |
| FEDERAL & STATE GRANT REIMB | - | - | - |
| FY17 Land and Water Grant CA Park | - | - | - |
| OEM/911 MNGMNT AUTH GRANT | - | - | - |
| DOT REIMB. 78S UTILITY RE | - | - | - |
| EDA 08-01-05284 WWTP IMP 69% | - | - | 189,678 |
| County Fire Tax Fund | - | - | - |
| **Sub-Total Revenues** | **78,682** | **80,500** | **3,203,507** |
| TRSF From General Fund | - | - | - |
| TRSF From 1% S.T. Rev. Fun | 233,051 | 448,565 | 2,000,000 |
| TRSF From Airport Authority | - | - | - |
| Transfer from DCFA Fund-MISC | - | - | - |
| Transfer from Utility Authority | 125,000 | 250,000 | 1,500,000 |
| TRSF FROM DCFA- TRAILS MATCH | - | - | - |
| REIMB FROM CDBG | - | - | - |
| TRSF FR DCUASF 12-STRN 210 | - | - | - |
| Transfer from UA 2020 STRN 210-052 | - | - | 9,901,608 |
| Transfer from 2020 CWSRF 210-053 | - | - | 12,670,800 |
| Equipment Financing | - | - | 1,559,000 |
| TRSF From DCFA Fund-Misc | - | - | - |
| **Sub-Total Transfers In** | **358,051** | **698,565** | **27,631,408** |
| Balance Forward from FY20 (Unaudited) | | | **4,194,833** |
| **Total Revenue & Other Financing Sources** | **436,733** | **779,066** | **35,029,748** |

| Expenditure Type: | This Period | Year-To-Date | Current FY23/24 Budget |
|---|---|---|---|
| Law Enforcement - Police Dept | 23,442 | 23,442 | 277,173 |
| Animal Control Facility | - | - | 104,028 |
| Neighborhood Services | - | - | 8,950 |
| Communication Ctr. | - | - | 100,500 |
| Fire Dept | 2,190 | 8,365 | 980,031 |
| Parks, Rec, & Gen Services | - | - | 954,114 |
| Pool | - | - | 150,000 |
| Community Development | - | - | 25,000 |
| Street | - | - | 2,357,730 |
| Economic Development | - | - | - |
| Civil Emergency Management | 3,214 | 22,587 | 888,220 |
| General Government | 13,204 | 90,320 | 3,849,187 |
| Information Technology | - | - | 212,050 |
| City Garage | 4,012 | 4,012 | 104,212 |
| Senior Citizens Center | - | - | - |
| Public Works Administration | - | - | 18,192 |
| Water / Sewer Line Maintenance | - | 575,000 | 3,627,580 |
| Water Treatment Plant | - | - | 528,108 |
| Wastewater Treatment Plant | - | - | 284,205 |
| Collection-Solid Waste | 143,321 | 401,321 | 1,100,000 |
| Lake Durant | - | 14,662 | 35,000 |
| Disposal- Solid Waste | 320,022 | 333,277 | 972,442 |
| Eaker Field Airport | - | 3,720 | 355,702 |
| **Sub-Total Expenditures** | **509,406** | **1,476,706** | **16,932,424** |
| **Sub-total of Transfer Expenses** | **-** | **-** | **-** |
| **Total Expenses** | **509,406** | **1,476,706** | **16,932,424** |
| 2020U.S.S.T.R.N. Exp. | 334,412 | 344,015 | 6,026,952 |
| 2020 CWSRF Exp. | - | - | 12,070,372 |
| **Total Fund Expenditures** | **843,818** | **1,820,721** | **35,029,748** |
| **Net Gain / (Loss) - *Excluding Balance Forward*** | **(407,085)** | **(1,041,655)** | **-** |

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

## Monthly Revenue and Expense Report
## AUGUST 2023 -16.67% of Fiscal Year Lapsed

| Revenue Type: | This Period | Year-To-Date | Current FY 23/24 Budget |
|---|---|---|---|
| Licenses and Permits | - | - | 9,000 |
| Laboratory Test Performed | 2,064 | 3,044 | 20,000 |
| Water Service - City-Wide | 312,616 | 661,612 | 4,000,000 |
| Water Sales - RW Dist. #2 | 3,034 | 6,067 | 37,000 |
| Water Sales - RW Dist. #5 | 91,721 | 180,490 | 1,250,000 |
| Sewer Service Fees | 222,275 | 489,730 | 2,800,000 |
| Sewer Excessive Strength Fees | - | 3,177 | - |
| Sanitation Service Fees | 292,847 | 588,079 | 3,700,000 |
| Sanitation - Roll off Bins Revenue | 63,446 | 124,982 | 700,000 |
| Sanitation - Compactor Revenue | 47,381 | 84,773 | 500,000 |
| Landfill Gate Fees (excluding Xfer ST.) | 107 | 644 | 300,000 |
| Transfer Station Fees Revenue | 8,758 | 24,937 | 250,000 |
| Interest Earnings | 1,904 | 4,208 | 20,000 |
| Agri. Lease Revenue | - | - | 4,500 |
| Late Payment Penalties | 9,168 | 18,398 | 110,000 |
| Non Payment Fee | 14,970 | 21,616 | 155,000 |
| Bad Debt Collect Fees Revenue | 783 | 1,424 | 4,200 |
| Water Tower Lease | 9,593 | 19,186 | 120,000 |
| DCUA Service Initiation Fee | 3,545 | 6,400 | 27,000 |
| Tap Fees: Water & Sewer | 19,508 | 59,704 | 110,000 |
| Recyclable Products SW Dis. | 1,607 | 3,979 | 7,000 |
| Interest Earnings in 2007 USSTRN Proj. Acct. | 372 | 679 | 450 |
| Miscellaneous Revenues | (119) | (137) | 5,000 |
| 2020 Airport Tank Principal Pymt | - | 21,357 | 21,357 |
| 2020 Airport Tank Interest Pymt | - | 722 | 722 |
| 2020 LED Proj. Principal FM GF | - | 51,747 | 51,747 |
| 2020 LED Proj. Interest FM GF | - | 200 | 200 |
| Trans from emp insurance 005 | - | 99,000 | 99,000 |
| Trans from General Fund | - | 600,000 | 600,000 |
| **Sub-Total Operating Revenues** | **1,105,578** | **3,076,020** | **14,902,176** |
| USE OF FUND BALANCE | | | 24,890 |
| **Total Revenues & Other Financing Sources** | **1,105,578** | **3,076,020** | **14,927,066** |

| Expense Type: | This Period | Year-To-Date | Current FY 23/24 Budget |
|---|---|---|---|
| Public Works Administration | 22,488 | 42,224 | 256,790 |
| Utility Billing | 43,289 | 83,224 | 598,025 |
| Water/Sewer Line Maintenance | 76,596 | 148,267 | 1,193,673 |
| Water Treatment Plant | 128,513 | 265,348 | 1,933,338 |
| Wastewater Treatment Plant | 79,631 | 192,510 | 1,412,711 |
| Solid Waste - Collections | 91,642 | 180,054 | 1,305,924 |
| Utility General Administration | 117,228 | 151,830 | 1,834,828 |
| Lake Durant | 3,963 | 9,696 | 68,550 |
| Solid Waste - Disposals | 188,235 | 306,382 | 2,159,165 |
| **Sub-Total Operating Expenses** | **751,585** | **1,379,534** | **10,763,004** |
| Transfer to Insurance Cash Fund | 13,375 | 221,312 | 194,562 |
| Transfer to I.T. service Fund 010 | - | - | - |
| Transfer to General Fund | 191,667 | 383,334 | 2,300,000 |
| Transfer to Risk MGT. Fund | - | | - |
| Transfer to Capital Improvement Fund | 125,000 | 250,000 | 1,500,000 |
| Transfer 2007 USSTRN To CI Fund 015 | - | - | - |
| Transfer to DMSC Fund 500 | - | - | - |
| Transfer to Airport Authority | - | - | 160,500 |
| Transfer to DCUA Sinking Fund | 750 | 1,500 | 9,000 |
| **Sub-Total Transfer Expenses** | **330,792** | **856,146** | **4,164,062** |
| | | | - |
| **Reserve - Contingency** | | | - |
| **Reserve for Payroll** | | | - |
| **DCUA Fund Expense & Transfer Totals:** | **330,792** | **856,146** | **4,164,062** |
| **Total Fund Expenses & Transfers** | **1,082,377** | **2,235,680** | **14,927,066** |
| **Net Gain / (Loss) - *Excluding Balance Forward*** | **23,201** | **840,340** | **-** |

# City of Durant, Oklahoma
# 4.375% Sales Tax Revenue Breakdown

| Current Month Sales Tax Revenue Detail | |
|---|---|
| 1% Capital Improvements - for Debt Services/Payment | $426,407.69 |
| 2% General Operations-For General Operation | $852,815.37 |
| 1/4% Economic Development- Fund 110 for Indurstry Improvn | $106,601.92 |
| 1/4% Multi-Sports Facilities -For DMSC | $106,601.92 |
| 1/4% SOSU Improvements-For SOSU Football Field & Arena | $106,601.92 |
| 5/8% DISD Improvements - for High School | $266,504.80 |
| Total Sales Tax Rev. Sept. 2023@ 4-3/8% | **$1,865,533.62** |

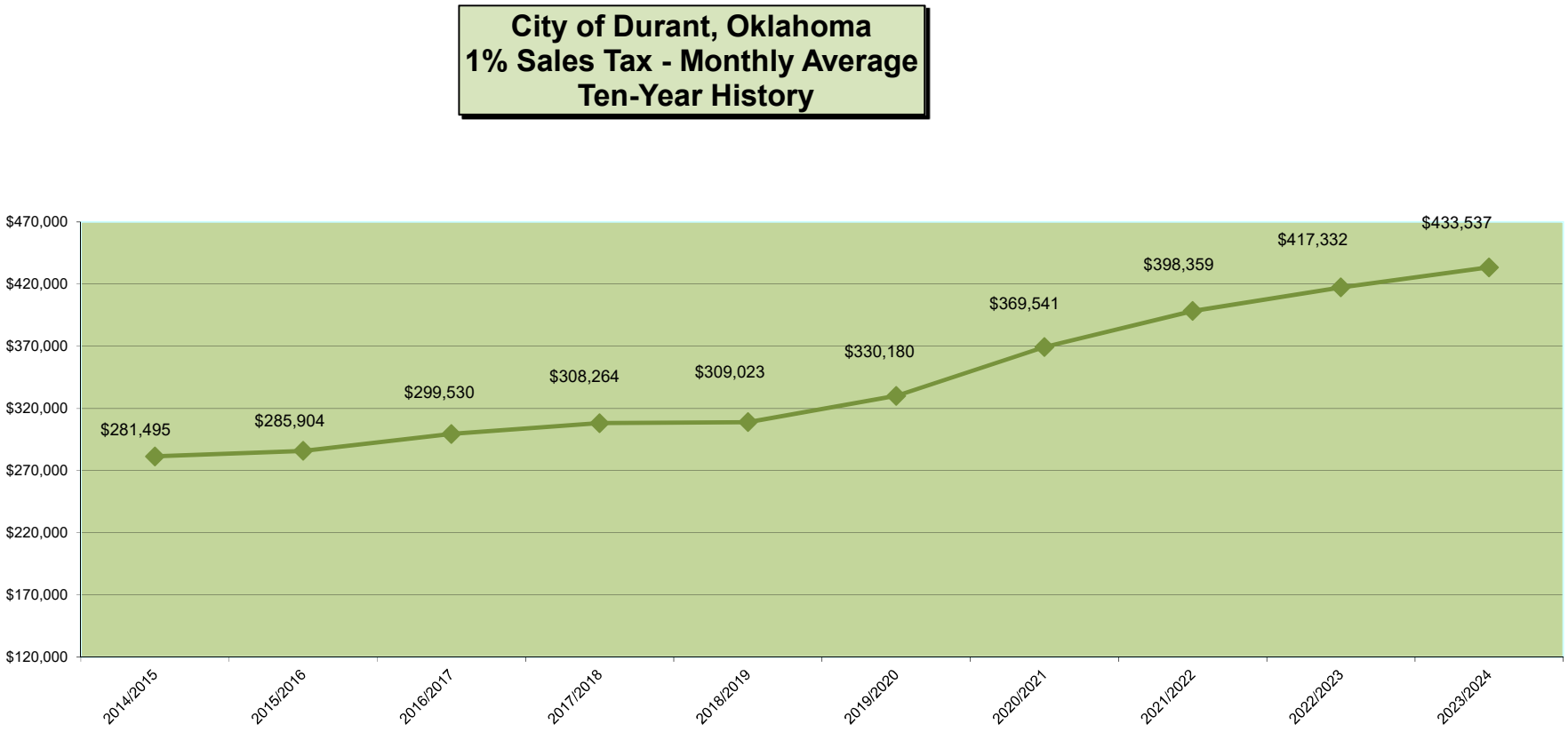
# City of Durant, Oklahoma
# Ten-Year History Report - 1% Sales Tax Revenue

| | 2014/2015 | 2015/2016 | 2016/2017 | 2017/2018 | 2018/2019 | 2019/2020 | 2020/2021 | 2021/2022 | 2022/2023 | 2023/2024 | % Change | Single Month Period |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **July** | $274,992 | $285,723 | $282,117 | $313,058 | $329,525 | 331,058 | 376,455 | 411,465 | **429,866** | **428,333** | -0.36% | June / July |
| **August** | $192,988 | $301,211 | $314,889 | $329,217 | $323,680 | 343,378 | 371,268 | 405,522 | **436,588** | **445,870** | 2.13% | July / Aug. |
| **September** | $387,003 | $310,412 | $292,744 | $298,291 | $309,656 | 340,005 | 375,103 | 396,622 | **406,801** | **426,408** | **4.82%** | **Aug. / Sept.** |
| **October** | $277,693 | $292,477 | $295,814 | $313,960 | $305,445 | 329,146 | 359,331 | 394,840 | **423,692** | | | Sept. / Oct. |
| **November** | $279,266 | $263,753 | $305,225 | $317,104 | $292,323 | 322,363 | 360,649 | 383,784 | **417,467** | | | Oct. / Nov. |
| **December** | $273,374 | $280,961 | $282,558 | $287,917 | $302,025 | 336,928 | 342,145 | 389,101 | **411,863** | | | Nov. / Dec. |
| **January** | $287,156 | $303,941 | $316,625 | $319,265 | $319,947 | 331,582 | 348,969 | 399,365 | **411,980** | | | Dec. / Jan. |
| **February** | $293,872 | $282,081 | $304,006 | $314,369 | $300,025 | 340,113 | 351,684 | 430,326 | **422,394** | | | Jan. / Feb. |
| **March** | $265,962 | $255,710 | $278,891 | $281,267 | $275,318 | 295,098 | 347,403 | 350,947 | **381,905** | | | Feb. / March |
| **April** | $271,232 | $290,669 | $305,276 | $313,062 | $299,350 | 328,110 | 333,643 | 403,097 | **406,036** | | | March / Aprl. |
| **May** | $290,750 | $286,450 | $317,742 | $325,558 | $332,701 | **331,431** | 439,672 | 411,741 | **446,047** | | | Aprl. / May |
| **June** | $283,656 | $277,462 | $298,475 | **$286,097** | $318,281 | **$332,952** | $428,168 | $403,495 | **$413,350** | | | May / June |
| **Total** | **$3,377,943** | **$3,430,849** | **$3,594,364** | **$3,699,166** | **$3,708,275** | **$3,962,165** | **$4,434,490** | **$4,780,305** | **$5,007,988** | **$1,300,610** | | 8,868,979.72 |
| **FY Monthly Average** | **$281,495** | **$285,904** | **$299,530** | **$308,264** | **$309,023** | **$330,180** | **$369,541** | **$398,359** | **$417,332** | **$433,537** | | |
| **% change from prior yr.** | **4.53%** | **1.57%** | **4.77%** | **2.92%** | **0.25%** | **6.85%** | **11.92%** | **7.80%** | **4.76%** | **4.04%** | | |
| **$ change from prior yr.** | **$146,449** | **$52,906** | **$163,515** | **$104,802** | **$9,109** | **$253,889** | **391,781** | **345,815** | **227,683** | **195,392** | | |

| Current Month Sales Tax Revenue Detai | | | |
|---|---|---|---|
| 1/4% Economic Development (effe | $106,601.92 | | |
| 1/4% Multi-Sports Facilities (effect | $106,601.92 | | |
| 1/4% SOSU Improvements (effectiv | $106,601.92 | | |
| 1% Capital Improvements (effectiv | $426,407.69 | | |
| 2% General Operations | $852,815.37 | Use Tax | |
| 5/8% DISD Improvements (effectiv | $266,504.80 | $46,821.24 | **$313,326.04** |
| Total Sales Tax Rev. Sept. 2023 @ | **$1,865,533.62** | | |

** Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)*

| 1% Sales Tax - Current Annual Growth | | |
|---|---|---|
| **Previous 12 - Month Period** | **Current 12 - Month Period** | **% Change** |
| **$4,839,951** | **$5,035,343** | **4.04%** |


City of Durant, Oklahoma
1% Sales Tax - Monthly Average
Ten-Year History
$470,000
$420,000
$370,000
$320,000
$270,000
$220,000
$170,000
$120,000
$281,495
$285,904
$299,530
$308,264
$309,023
$330,180
$369,541
$398,359
$417,332
$433,537
2014/2015
2015/2016
2016/2017
2017/2018
2018/2019
2019/2020
2020/2021
2021/2022
2022/2023
2023/2024

# AGREEMENT TO PROVIDE CONSULTING SERVICES

This Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of (the "Client") Durant, OK and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this _____day of _____ 2023 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

RECITALS:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

**1. CONSULTING SERVICES.** The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the "Services"):

**2. TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one-year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

**3. CONSULTING FEE.**

**A. Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to $120,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

| Contract Period | Payment Date | Payment Amount |
|---|---|---|
| Year Four | Upon execution of this agreement | $40,000 |
| Year Five | On or before the 1st anniversary of the Execution Date | $40,000 |
| Year Six | On or before the 2nd anniversary of the Execution Date | $40,000 |

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A.

## 4. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the City Manager (the "Client Representative"), currently Lisa Taylor. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

**5. INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

## 6. TERMINATION.

A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Durant, OK
300 West Evergreen
Durant, OK 74701
Email: ltaylor@durant.org
Attention: Lisa Taylor, City Manager

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following

deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

**8. INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

**9. STANDARD TERMS.**

A. **Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.

F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

G. **Further Assurances**: Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other

circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.

J. **Amendment in Writing**: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.

K. **Binding Effect**: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

L. **Captions**: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.

N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.

Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

**CLIENT:**
City of Durant, OK

By: _____
Name:
Title:
Date:

**CONSULTANT:**
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date:

**EXHIBIT A**

## I. CONSULTANT AGREEMENT

*This section outlines what Retail Strategies (the "consultant") will provide to the City of* ***Durant, OK*** *(the "client").*

### A. Research

1. Update Retail trade area using political boundaries, drive times, and radii and custom boundary geographies as needed.
2. Update GAP analysis for trade area (i.e. leakage and surplus) as needed.
3. Update Retail peer market analysis as needed.
4. Update Tapestry lifestyles – psychographic profile of trade area/market segmentation analysis as needed.
5. Update Aerial imagery by trade area.
6. Continued identification of retail prospects to be targeted for recruitment.
7. Monthly updates provided on retail industry trends.
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

### B. Real Estate Analysis

1. Continued monitoring of priority commercial properties for development, re-development, and highest and best use opportunities.
2. Continued identification of priority business categories for recruitment and/or local expansion.
3. Monitor existing shopping centers and retail corridors
4. Active outreach to local brokers and landowners

### C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to the Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as-needed basis
4. One market visit per calendar year included in the agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

**EXHIBIT A** (Continued)

## II. CLIENT AGREEMENT

*This section outlines what the City of Durant, OK (the "Client") will provide for Retail Strategies (the "Consultant").*

### A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact ("POC")
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

### B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
2. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning

### C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | An chen Lai, Finance Director/Treasurer |
| **Re:** | Considering Approval of Equipment Financing with American Nation Bank for 2024 Spartan Fire Engine Truck |

---

This is a request to award the equipment financing (2024 APPARATUS Fire Truck) to American Nation Bank.
On September 28, 2023, The Treasurer's Office sent out the equipment financing quote to five (5) local financial entities, for Fire Department Fire Truck (625,000 for 84-Month) and four (4) companies responded.

The American Nation Bank gives the City a rate of 3.75%, for a period of 84-months.

The Treasurer's Office recommends award the Equipment Finance to American Nation Bank.

**Council Information / Action Requested**
Award the Equipment Financing to American Nation Bank

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

**ATTACHMENTS:**
1. Award FD- APPARATUS FIRE TRUCK FINANCING

**CITY OF DURANT**

**Quotes for 2023 APPARATUS FIRE TRUCK for Fire Department**
**Single loan Amount of $625,000**
**Period Quote Source: 84 Months**

| Bank | Interest Rate | Total Interest Paid at Term | Monthly Pymnt | Add'l Fees |
|---|---|---|---|---|
| **American Nation Bnak** | 3.75% | $86,586.00 | $8,470.00 | $0 |
| **First Texoma National Bank** | NA | NA | NA | NA |
| **First United Bank & Trust** | 6.990% | $167,109.08 | $9,429.87 | $10/LIEN ENTRY |
| **Simmons Bank** | 5.990% | $141,697.45 | $9,127.35 | $300 SET UP & ATTORNEY FEE |
| **Vision Bank** | 5.990% | $131,764.00 | $9,009.09 | $0 |

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Ryan Brewer, Parks and Recreation Manager |
| **Re:** | Consider Approval of the Oklahoma Purchasing System Interlocal Cooperation Agreement Between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools and the Member Public Agencies (C-2023-72) |

---

**Council Information / Action Requested**

Approval of the Oklahoma Purchasing System Interlocal Cooperation Agreement Between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools and the Member Public Agencies (C-2023-72)

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

**ATTACHMENTS:**

1. TOPS_Interlocal_Agreement

## THE OKLAHOMA PURCHASING SYSTEM

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (also referred to as "Agreement") is entered into by and between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools ("APS") and the member public agencies ("Members") listed below, pursuant to § 139 of the Oklahoma Public Competitive Bidding Act ("PCBA"), Okla. Stat. tit. 61 § 101, *et seq.*, and the Interlocal Cooperation Act ("the Act"), Okla. Stat. tit. 74, §§ 1001, *et seq.*

**MEMBER:**

NAME OF AGENCY: _____

BOARD APPROVAL DATE: _____

AGENCY CONTACT: _____

CONTACT TITLE: _____

CONTACT SIGNATURE: _____

APS and Member hereby represent that:

- Both entities are "public agencies," as that term is defined in the Interlocal Cooperation Act; and
- APS is a public school district, acting under the authority granted to it pursuant to § 139 of the PCBA; and
- Member is a public agency within the State of Oklahoma as defined by 74 O.S. § 1003(A), acting under the authority granted to it pursuant to § 139 of the PCBA;

**NOW THEREFORE**, APS and Member hereby agree as follows:

### I. DEFINITIONS

For the purposes of this Agreement:

1. The term "public agency" shall mean any political subdivision of the State of Oklahoma or agency of the state government, or public trust, their respective boards, and public trusts of which they are beneficiaries;
2. The term "member" shall mean a public agency which has become a party to this Agreement;
3. The term "group" shall mean The Oklahoma Purchasing System;
4. The term "participating agency" shall mean a member or the group;

5. The term "construction-related materials and services" shall mean any materials or services that would or could be required to be subject to public bidding under the PCBA.

## II. STATEMENT OF SERVICES OFFERED

APS, as the lead agency for The Oklahoma Purchasing System (TOPS), with Mabe Enterprises, Inc. as the buyer's agent, has established and will administer a cooperative purchasing program for construction-related materials and services. Authority for such services is granted by Okla. Stat. tit. 61, § 139.

## III. PURPOSE

The purpose of TOPS is to reduce the costs associated with construction-related materials and services at market price, budget control, and to increase construction quality.

## IV. TERM

This Agreement covers the period July 1 to June 30 of each calendar year.

## V. RIGHTS

APS, in cooperation with TOPS and Mabe Enterprises, Inc., is granted the right to issue a cooperative bid/proposal for construction-related materials and services reflective of the needs supplied by the Members initiating their construction bid/proposal through TOPS. APS, as the lead agency, is further granted the right to secure product award(s) for specific construction-related materials and services for a period of one year in cooperation with TOPS.

## VI. DUTIES/RESPONSIBILITIES

**APS, as the lead agency is responsible for the following:**

- Offer appropriate and necessary support to encourage positive vendor/contractor relationships.
- Distribute this Agreement to potential and current members for adoption or update by their Board of Education.
- Present all Agreements to the APS Board of Education for approval.

**TOPS, and Mabe Enterprises, Inc., as the buyer's agent, is responsible for the following:**

- Provide for the organizational and administrative structure of the program.
- Provide staff time necessary for efficient operation of the program.
- Receive quantity requests from members and prepare appropriate tally of quantities.
- Initiate and implement activities related to the bidding and vendor/contractor selection process in accordance with Oklahoma law, particularly the PCBA.

- Provide members with procedures for ordering, delivery, and billing.

**Members are responsible for the following:**

- Approving the Interlocal Cooperation Agreement with APS.
- Commit to participate in the program by an authorized signature in the appropriate space within this Agreement.
- Designate a contact person.
- Commit to purchase construction-related materials and services that become part of the official materials and services list when it is in the best interest of the Cooperative Member.
- Prepare purchase orders issued to the appropriate vendor/contractor from the official award list provided by TOPS.
- Accept shipments of products ordered from vendor/contractors in accordance with standard purchasing procedures.
- Pay vendor/contractors in a timely manner for all goods and services received.
- Providing notice of intent to terminate this agreement, in writing, to Jay McAdams, Director of TOPS, at least thirty (30) days in advance of the intent to terminate. Advance notice of termination is waived in the event a participating public agency is dissolved or consolidated or a participating school district is consolidated, annexed, designated as fiscally distressed, or managed by the State Department of Education.
- Providing local purchasing estimates to TOPS by the specified deadline for all items to be purchased under contract. The public agency agrees to establish estimates with the intent to purchase said quantities.
- Refraining from initiating bids/proposals for purchasing contracts that conflict with those being solicited by TOPS and for which the Member has enrolled for participation until such time as those solicitations by TOPS are closed.
- Seeking resolution of all problems regarding purchasing, delivery, receiving, and billing, with the appropriate vendor/contractor.
- Understanding and agreeing that participating in this Agreement does not relieve the Members from obligations to comply with all applicable procurement laws.

## VII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by TOPS shall be vested in TOPS. In the event of termination of TOPS, such property shall belong to the then-members of TOPS in pro-rata shares. Upon partial or complete termination of this Agreement, the majority vote of APS's Board of Education, as the lead agency, shall be binding in all respects

as to the disposition of the property and dissolution of TOPS. The APS Board of Education shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution, and winding up of affairs of TOPS.

## VIII. FINANCING

The cooperative undertaking in this Agreement shall be financed by requiring vendors/contractors to pay a 2% commission based upon the total value of services and materials provided by such participating vendor/contractor. **No costs shall be incurred by Cooperative Members.**

## IX. ACCEPTANCE

APS and the Members who have approved this Agreement enter into this Agreement for cooperative purchasing of construction-related materials and services from any or all awarded contracts in which it chooses to actively participate.

**Member Contact Information:**

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Primary Contact Name: _____

Primary Contact Title: _____

Primary Contact Email: _____

Primary Contact Phone: _____

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**Approved by APS Board of Education:**

_____ _____

**Jay McAdams, Director of TOPS** **Date**

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Return the completed and signed Interlocal Agreement to: info@tops-usa.org and attach as a PDF.

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Ryan Brewer, Parks and Recreation Manager |
| **Re:** | Consideration, Discussion and Possible Approval for Play and Park Structures OK State Contract #SWC0111 to Purchase and Install a New Playground Structure at Dixon Durant Park |

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**Council Information / Action Requested**

Approval for Play and Park Structures OK State Contract #SWC0111 to Purchase and Install a New Playground Structure at Dixon Durant Park

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

**ATTACHMENTS:**

1. Dixon Durant 1
2. Dixon Durant 2
3. Dixon Durant 3
4. Dixon Durant 4
5. Dixon Durant 5
6. Dixon Durant 6
7. Dixon Durant 7
8. Dixon Durant 8
9. Dixon Durant Itemized Quote
10. Dixon Durant Surfacing
11. State contract #SWC0111

**UPRIGHT** METALLIC **ACCENT** RED **DECK** BLUE **PLASTIC** GRAY/BLUE/SKYBLUE **HDPE** SKY BLUE/BLUE **HDPE2C** RED/WHITE **SHADE** NA **ROOF** BLUE **CABLE** BLACK **MAX/APEX** BLUE

# ROCKET PARK

## DURANT, OK 74701

818-162401A

**PLEASE NOTE:** RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

NATIONAL DEMONSTRATION SITE
PLAY ON! PROMOTING PHYSICAL ACTIVITY
PLAYCORE
PRESENTED BY PLAYCORE

play&park structures®
A PLAYCORE Company
544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM

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# ROCKET PARK

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800.727.1907
PLAYANDPARK.COM

*Play & Park Structures of Okla.*
*PO Box 381*
*Choctaw, OK, 73020*
*Phone: 405-394-0275*
*Fax:*
*Email:*
*heather.harp@playandpark.com*
*Contact: Heather Harp*

# Rocket Park

Durant Parks and Recreation
Attn: Ryan Brewer
N 10th Avenue
Durant, OK 74701
Phone: 580-579-6641
sports@durant.org

Quote Number: 818-162401B
Quote Date: 9/8/2023

| Stock ID | Description | Quantity | Weight | Unit Price | Amount |
|---|---|---|---|---|---|
| RDU | CUSTOM SUPERMAX 5-12 STRUCTURE | 1 | 9700.52 | $165,490.00 | $165,490.00 |
| | 71031 -- RING CLAMP ASSEMBLY | 84 | | | |
| | 60061 -- SMALL KICKPLATE-8"SPACE | 1 | | | |
| | 71949 -- 12' TUBE TO OPEN-REVERSE | 1 | | | |
| | 71476 -- TRI TRANSFER W/BAR 4'-8" | 1 | | | |
| | 72078 -- CLOUDS ACTIVITY PANEL | 1 | | | |
| | 71001 -- TRIANGLE DECK | 1 | | | |
| | 71942 -- 12' BARRIER | 1 | | | |
| | 65281 -- Button Step 20" | 1 | | | |
| | 65280 -- Button Step 10" | 1 | | | |
| | 71114 -- OFFSET ENTRY ARCHWAY | 1 | | | |
| | 71361 -- LUMINOUS ASCENT | 1 | | | |
| | 71420 -- SPACE SHUTTLE LANUCH PNL | 1 | | | |
| | 71878 -- LARGE ALPINE CLIMBER | 1 | | | |
| | 71879 -- SMALL ALPINE CLIMBER | 2 | | | |
| | 72042 -- Parallax Leg N | 2 | | | |
| | 71969 -- Parallax Leg A | 1 | | | |
| | 71970 -- Parallax Leg B | 1 | | | |
| | 71988 -- Lunar Climber (Short) | 3 | | | |
| | 71959 -- Equilibrium Climber | 1 | | | |
| | 71963 -- MIRAGE CLIMBER | 1 | | | |
| | 71977 -- Parallax Hub | 1 | | | |
| | 71982 -- Hex Stalk Topper | 1 | | | |
| | 71946 -- 12' SPIRAL TUBE SLIDE | 1 | | | |
| | 71938 -- 10' BARRIER | 1 | | | |
| | 71906 -- PARAGON CLIMBER 56" | 1 | | | |
| | 71013 -- METAL HANDHOLD BARRIER | 1 | | | |
| | 72065 -- OLYMPIAN CLIMBER (7'-4",8'-0") | 1 | | | |
| | 71886 -- ORIGAMI ENTRYWAY | 1 | | | |
| | 71249 -- BENCH SEAT | 1 | | | |
| | 61117 -- RETURN STEP | 1 | | | |
| | 71930 -- DENALI TOWER BASE | 1 | | | |
| | 60948 -- 5"OD ALUM UPR 11' W/CAP | 1 | | | |
| RDU | CUSTOM SUPERMAX 2-5 STRUCTURE | 1 | 3308.33 | $54,379.00 | $54,379.00 |
| | 71031 -- RING CLAMP ASSEMBLY | 31 | | | |
| | 71921 -- FACETED SQUARE ROOF | 1 | | | |
| | 71864 -- ORIGAMI BARRIER | 1 | | | |
| | 71280 -- MOUNTAIN CLIMBER W/RAILS | 1 | | | |
| | 71650 -- RIGHT CURVED SLIDE 4' | 1 | | | |
| | 71420 -- SPACE SHUTTLE LANUCH PNL | 1 | | | |
| | 71680 -- DOUBLE VELOCITY 2'-8" | 1 | | | |
| | 71002 -- ISOSCELES DECK | 2 | | | |
| | 60062 -- SMALL KICKPLATE | 1 | | | |
| | 61046 -- TRIANGLE TRANSFER POINT | 1 | | | |
| | 71910 -- FUNNEL CHUNNEL LINK | 1 | | | |
| | 71003 -- SEMI-HEX DECK | 2 | | | |
| | 61299 -- CURVY CANOPY HEX ROOF | 1 | | | |

| | | | | | |
|---|---|---|---|---|---|
| | 72106 -- FLARE BASE | 6 | | | |
| | 72077 -- SPACE ACTIVITY PANEL | 1 | | | |
| | 71649 -- LEFT CURVED SLIDE (4') | 1 | | | |
| | 60041 -- 13'POST W/O CAP ALUM | 6 | | | |
| | 60956 -- 5"OD ALUM UPR 9'W/CAP | 1 | | | |
| | 60947 -- 5"OD ALUM UPR 13' W/CAP | 1 | | | |
| | 71503 -- FLAT CAP PACKAGE | 1 | | | |
| | 60948 -- 5"OD ALUM UPR 11' W/CAP | 2 | | | |
| | 61137 -- 48"ROOF EXTENSION W/CAP | 2 | | | |
| RDU | SPRING BOUNCERS | 1 | 378 | $3,832.00 | $3,832.00 |
| | 65264 -- SATURN COIL SPRING | 1 | | | |
| | 66562 -- INGROUND MT SPRING RIDER | 1 | | | |
| | 65269 -- ROCKETSHIP COIL SPRING | 1 | | | |
| | 67931 -- INGROUND MOUNT-SPRING | 1 | | | |
| RDU | FREESTANDING | 1 | 482 | $9,829.00 | $9,829.00 |
| | 65288 -- WELCOME SIGN 5 - 12 | 1 | | | |
| | 65290 -- WELCOME SIGN 2 - 5 | 1 | | | |
| | 71344 -- RAIN WHEEL | 1 | | | |
| | 61136 -- FUN VISOR | 1 | | | |
| | 7310 -- 20"HYPNETIC WHEEL 2-SIDE | 1 | | | |
| | 68115 -- ACTIVITY METER | 1 | | | |
| | 71348 -- SEAT FOR TWO AND TABLE | 1 | | | |
| | 60948 -- 5"OD ALUM UPR 11' W/CAP | 2 | | | |
| | 68156 -- SPINNING SEAT | 1 | | | |
| | 65192 -- NDS PLAY ON SIGN PKG | 1 | | | |
| 313199 | PPS OWNER'S KIT | 1 | 11 | $0.00 | $0.00 |
| PIP | 3478 SF PIP | 1 | 0 | $74,000.00 | $74,000.00 |
| PIP | OPTION 4" THICK STONE BASE | 1 | 0 | $17,150.00 | $17,150.00 |
| PIP | DUMPSTER | 1 | 0 | $1,000.00 | $1,000.00 |
| INSTALL | Installation | 1 | 0 | $88,200.00 | $88,200.00 |
| INSTALL | Concrete Curb | 1 | 0 | $7,200.00 | $7,200.00 |

Total Weight: 13879.85

| | |
|---|---|
| SubTotal: | $421,080.00 |
| Discount: | $131,794.82 |
| Estimated Freight: | $10,714.81 |
| Total Amount: | $299,999.99 |

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Okla..

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: _____ $299,999.99

P.O. No: _____

Date: _____

Phone: _____

E-mail: _____

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Enter desired color palette name: _____ OR

Enter desired color: Uprights ( ) Decks ( )

Accents ( ) Roofs/Tubes ( ) Slides/Panels ( )

Play & Park Structures of Okla.

By: _____

Salesperson's signature

_____ Salesman's Signature

_____ Customer's Signature

PLAY

play&park structures A PLAYCORE Company

ultraPLAY A PLAYCORE Company

SITE FURNISHINGS

ultrasite A PLAYCORE Company

Shade, Shelter, Dog Agility Equipment, Outdoor Fitness Equipment

SPECTATOR SEATING

NRS National Recreation Systems A PLAYCORE Company

GT GRANDSTANDS A PLAYCORE Company

SURFACING

SurfaceMax

surface sure

Rocket Park
1201 NE 2nd Ave
Durant Oklahoma 74701

Play & Park Structures

This play equipment is recommended for children ages:
2-5 or 5-12

Minimum Area Required:
Per Drawing

Scale: 1" = 10'-0"
This drawing can be scaled only when in an 24" x 36" format

Drawn By:
Cassie Pruitt
Date:
9/7/23
Quote Number:
818-162401A

play&park structures
A PLAYCORE Company
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

User Capacity
140-145
Critical Fall Height
12'-0"

ISO 9001 CERTIFIED

| | | | |
|---|---|---|---|
| Total Play Components | 17 | | |
| Elevated Play Components | 8 | | |
| Elevated Play Components Accessible by Ramp | 0 | Req. | 0 |
| Elevated Components Accessible by Transfer | 4 | Req. | 4 |
| Accessible Ground Level Components Shown | 9 | Req. | 3 |
| Different Types of Ground Level Components | 3 | Req. | 3 |

User Capacity
85-90
Critical Fall Height
12'-0"

| | | | |
|---|---|---|---|
| Total Play Components | 14 | | |
| Elevated Play Components | 8 | | |
| Elevated Play Components Accessible by Ramp | 0 | Req. | 0 |
| Elevated Components Accessible by Transfer | 8 | Req. | 4 |
| Accessible Ground Level Components Shown | 6 | Req. | 3 |
| Different Types of Ground Level Components | 4 | Req. | 3 |

User Capacity
45-50
Critical Fall Height
4'-0"

IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

# NASPO ValuePoint Master Agreement PO-10700-00015857

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and PS Commercial Play, LLC DBA Play & Park Structures ("Contractor"). This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

This Master Agreement sets forth the terms and conditions applicable to Purchasing Entity's purchase of Goods that are subject to this Master Agreement. Purchasing Entities intend to enter into binding and enforceable Contracts with Contractor for the purchase of Goods by execution of an ordering instrument in accordance with the Terms and Conditions of this Master Agreement and a particular Participating Entity's Participating Addendum. Each such ordering instrument creates a separate Contract between the parties (consisting of the ordering instrument together with the terms and conditions) enforceable in accordance with the terms thereof and independent of all other such contracts.

## 1. Master Agreement; Order of Precedence

1.1. This Agreement consists of the following and shall read as set forth in Section 1.3 below:

1) The general Master Agreement terms and conditions, less their Exhibits;
2) Exhibit 4 – Provisions Required by Federal Law, as may be applicable for a specific Contract;
3) Exhibit 1 – NASPO ValuePoint Master Agreement Terms and Conditions;
4) Exhibit 3 – Description of Goods and/or Services, Prices, and Discount Percentages;
5) Exhibit 2- Sample Participating Addendum ("PA")
6) Exhibit 5 – NASPO ValuePoint Detailed Sales Report Form

1.2. Any Order placed under this Master Agreement consists of the following documents and shall be read as set forth in Section 1.3 below:

1) A Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit 2;

2) NASPO ValuePoint Master Agreement and its exhibits in the order listed above; and
3) A Purchase Order issued against a PA.

1.3. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

## 2. Definitions

Terms for the Master Agreement are defined in Exhibit 1, and terms for specific PAs are in the applicable PA.

## 3. Term of the Master Agreement

This Master Agreement becomes effective upon signature by all the parties ("Effective Date"). The initial term of this Master Agreement ends December 31, 2023 ("Initial Term"). This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the term may not be extended more than 4 years beyond the end date of the Initial Term.

## 4. Goods and Services

Contractor may provide and Purchasing Entity may acquire the Goods and/or Services as described in Exhibit 3.

## 5. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Goods and/or Services to Purchasing Entities at the discount percentage listed in Exhibit 3. The discount percentage will remain the same (or increase) throughout the term of the Master Agreement, including any renewals. The discount percentage may never decrease.

All prices and rates are guaranteed for the initial term of the Master Agreement. Commencing after the initial term of the Master Agreement, Contractor may request price increases no more than two times a calendar year. Contractor must submit a request to the Lead State at least 60 days before the proposed effective date of the increase. The request must include sufficient documentation supporting the request (PPI Standard https://www.bls.gov/PPI/ which includes but not limited to screen shots of current PPI Standard and manufactures letters) that is acceptable to the Lead State.

Contractor may request for Goods and/or Services to be added or deleted every 6 months (unless special circumstances arise) as approved by the Lead State. The Lead State may prohibit goods on this Master Agreement for environmental health or performance reasons. All Goods and/or Services added will be at the same discounts listed Exhibit 3, Description of Services and Discount Percentages.

## 6. Counterparts

This Master Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed shall constitute an original.

## 7. Representations and Warranties

Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Effective Date and for the duration of the Master Agreement.

## 8. Governing Law; Jurisdiction and Venue

This Master Agreement is governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

Venue for any claim, dispute or action concerning the terms of the Master Agreement is in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum is in the Purchasing Entity's State.
If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the Master Agreement or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

CONTRACTOR BY EXECUTION OF THIS MASTER AGREEMENT AND AN APPLICABLE PARTICIPATING ADDENDUM HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THE APPLICABLE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS.

## 9. Certifications

By signature on this Master Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that, to the best of the undersigned's knowledge,

- Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

- The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation: i) Those tax laws listed in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- Contractor is an independent contractor as defined in ORS 670.600.

- The supplied Contractor tax identification number below is true and accurate.

**Authorized Signatures:**

**Contractor:**

Signature and Date: Lindsay Hill 2/9/23

Printed Name and Title: Lindsay Hill - SVP and Business Unit Manager

Tax ID: 20-0173831

**The State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services (Lead State)**

Signature and Date: John ANGLEMIER 02/09/2023

Printed Name and Title: John Anglemier DAS PS Procurement Manager

**Approved Pursuant to ORS 291.047**
Printed Name and Title and Date Approved: January 19, 2023
*Matter: 107090, GF 1365-21*

# Exhibit 1
# NASPO ValuePoint Master Agreement Terms and Conditions

## 1. Definitions

**1.1** **Acceptance** means acceptance of Goods as set forth in Section 9 of this Exhibit 1 to the Master Agreement.

**1.2** **Contract** means any Order or Purchase Order or other agreed-upon ordering instrument issued by a Purchasing Entity under this Master Agreement, together with the terms and conditions of this Master Agreement.

**1.3** **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers Goods and/or Services under the terms set forth in this Master Agreement.

**1.4** **Embedded Software** means one or more software applications which permanently reside on a computing device.

**1.5** **"Environmentally Preferable Product" or "EPP"** means products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services that serve the same purpose.

**1.6** **Forced Substitution** means the act of replacing any item with an alternative item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering agency.

**1.7** **Goods** means supplies, equipment or materials supplied by the Contractor pursuant to this Master Agreement.

**1.8** **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**1.9** **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

**1.10** **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

**1.11** **"MSRP"** means the price at which the manufacturer suggests that retailers sell the product.

**1.12** **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of

state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

**1.13** **Order** or **Purchase Order** means any purchase order, sales order, or other document used by a Purchasing Entity to order the Goods and/or Services.

**1.14** **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

**1.15** **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

**1.16** **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

**1.17** **Products** includes, but is not limited to: Athletic Equipment, Bleachers, Bundled Playgrounds, Commercial Play Equipment, Dog Parks, Outdoor Fitness Equipment, Independent Play, Recycled Material Equipment, Replacement Parts, Site Furnishings, Shade and Shelter, Surfacing, Swing Sets and Waterpark Equipment, and Barbecue Grills, Barbecue Smoker Grills, Banquet Tables, Benches, Bike Racks, Bleachers, Grandstands, Bus Stop Shelters, Canopy Tents, Cigarette Receptacles, Drinking Fountains, Exercise Equipment, Fire Rings, Flags, Floor Matting, Message Centers, Park Benches, Park Grills, Camp Stoves, Parking Lot Equipment, Patio and Café Furniture, Pet Products, Picnic Tables, Planters, Playground Equipment, Pool Furniture, Sanitation Equipment, Security, Sports Equipment, Tables, Trash Receptacles, Umbrellas, Shelters, Floating Dock.

**1.18** **Product Support includes,** but is not limited to, system design services, equipment configuration, technical support services, equipment installations, equipment warranty, and equipment repair services.

**1.19** **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

**1.20** **Services** means all effort to be expended by Contractor under this Master Agreement.

**1.21** **"UNSPSC"** means the United Nations Standard Products and Services Code (UNSPSC), a taxonomy of products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.

## 2. Term of Master Agreement

**2.1** **Initial Term.** See Master Agreement Section 1.

## 3. Order of Precedence

**3.1** **Order.** See Section 1 of the Master Agreement.

## 4. Participants and Scope

**4.1** **Requirement for a Participating Addendum.** Contractor may not deliver Goods and/or Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

**4.2** **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section 3. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order ) used by the Purchasing Entity to place the Order.

**4.3** **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

**4.4** **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a

Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

**4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

**4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

**4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Goods and/or Services purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Goods and/or Services; sales of Goods and/or Services to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

**4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

**4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

**4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing

Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

## 5. NASPO ValuePoint Provisions

**5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

### 5.2 Administrative Fees

**5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Goods under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

**5.2.2 State Imposed Fees.** Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

### 5.3 NASPO ValuePoint Summary and Detailed Usage Reports

**5.3.1 Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

**5.3.2 Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing

Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit 5.

**5.3.3 Reporting on Personal Use.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Goods for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, **social security numbers or any other numerical identifier)** may be submitted with any report.

**5.3.4 Executive Summary.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

**5.3.5 Use of Data.** Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

**5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement , including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating Addendum process, and the manner in which eligible entities can participate in the Master Agreement.

**5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addenda are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

**5.4.3 Annual Performance Review.** Contractor shall participate in a mandatory annual performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

**5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

**5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

**5.5 Cancellation**. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than the end of the Initial Term after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to

the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

## 6. Pricing, Payment & Leasing

**6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

**6.1.1** All prices and rates must be guaranteed for the Initial Term of the Master Agreement.

**6.1.2** Following the Initial Term of the Master Agreement, any request for a price or rate adjustment must be made at least 60 days prior to the effective date.

**6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

**6.1.4** No retroactive adjustments to prices or rates will be allowed.

**6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

**6.3 Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Goods under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

## 7. Ordering

**7.1 Order Numbers.** Master Agreement and Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

**7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be

used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

**7.3** **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Goods contemplated by this Master Agreement.

**7.4** **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

**7.5** **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

**7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

**7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

**7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

**7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

**7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

**7.5.6** If an ordered item is out of stock, Contractor shall notify the Participating Entity for prior approval before substituting the out-of-stock item. The practice of Forced Substitution will not be accepted.

**7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

**7.6.1** The Goods and/or Services being delivered or performed;

**7.6.2** A shipping address and other delivery requirements, if any;

**7.6.3** A billing address;

**7.6.4** Purchasing Entity contact information;

**7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

**7.6.6** A not-to-exceed total for the Goods and/or Services being ordered; and

**7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

**7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

**7.8 Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery, as set forth in Exhibit No. 4 and as may be applicable to the specific Contract. Additional federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

## 8. Shipping and Delivery

**8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

**8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

**8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

**8.3 Inside Deliveries or Site Deliveries.** To the extent applicable, deliveries will be either "Inside Deliveries or Site Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the Order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) or site caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

**8.4 Packaging.** All Goods must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

## 9. Inspection and Acceptance

**9.1 Laws and Regulations.** Any and all Goods and/or Services offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations, as may be adopted or modified from time to time.

**9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 9 will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

**9.3 Inspection.** All Goods are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

**9.3.1** Goods that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when Goods are put to use.

**9.3.2** Acceptance of such Goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Goods rejected and returned, or for which Acceptance is revoked.

**9.4 Failure to Conform.** If any Services do not conform to the requirements in this Master Agreement or in any Contract, the Purchasing Entity may require the Contractor to perform the Services again in conformity with requirements of

this Master Agreement or in any Contract, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to requirements in this Master Agreement or in any Contract and reduce the Contract price to reflect the reduced value of Services performed.

**9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Goods and/or Services meet the specifications prior to Acceptance by the Purchasing Entity.

**9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day the Services are performed and the day after the Good is delivered or, if installed by Contractor, the day after the Good is installed and Contractor certifies that the Good is ready for Acceptance Testing.

**9.5.2** If the Good and/or Service does not meet the specifications, Purchasing Entity may, at its discretion, reject the Good and/or Service or continue Acceptance Testing on a day-to-day basis until the specifications are met.

**9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Good and/or Service still has not met the specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Good or reperformance of the Service from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

**9.5.4** Contractor shall pay all costs related to the preparation and shipping of Goods returned pursuant to the section.

**9.5.5** No Good and/or Service will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

## 10. Warranty

**10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 10 will apply.

**10.2 Warranty.** The Contractor warrants for a period of 1 year from the date of Acceptance that: (a) the Good performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Good is suitable for the ordinary purposes for which such Good is used, (c) the Good is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Good is designed

and manufactured in a commercially reasonable manner, (e) the Good is free of defects, and (f) the Services will meet or exceed all requirements.

**10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Good whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Good proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

**10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section 9.

## 11. Title to Goods

**11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Good free and clear of all liens, encumbrances, or other security interests.

**11.2 Embedded Software.** Transfer of title to the Good must include an irrevocable and perpetual license to use any Embedded Software in the Good. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Good title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

**11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Good, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

## 12. Indemnification

**12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property

arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

**12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Good and/or Service or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

**12.2.1** The Contractor's obligations under this section will not extend to any combination of the Good with any other product, system or method, unless the Good, system or method is:

**12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;

**12.2.1.2** specified by the Contractor to work with the Good;

**12.2.1.3** reasonably required to use the Good in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

**12.2.1.4** reasonably expected to be used in combination with the Good.

**12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

**12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by

the Indemnified Party in the pursuit of the Intellectual Property Claim.

**12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

## 13. Insurance

**13.1** **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative insurance requirements in its Participating Addendum.

**13.2** **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

**13.3** **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

**13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

**13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

**13.4** **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

**13.5** **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

**13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 13, except the endorsement is provided to the applicable Participating State or Participating Entity.

**13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

**13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## 14. General Provisions

### 14.1 Records Administration and Audit

**14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

**14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

**14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit Contractor's obligations and that permits the Lead State to review compliance with those obligations.

## 14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

**14.2.1** **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing Goods and/or Services under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

**14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

**14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

**14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**14.2.2** **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

**14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

**14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

**14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

**14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

**14.2.3** **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**14.2.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**14.2.5** **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a

Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

**14.2.6** **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

**14.3 Assignment/Subcontracts**

**14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of Master Agreement contract administration duties, to NASPO ValuePoint and other third parties.

**14.4** **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

**14.5** **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

**14.6** **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Goods delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

**14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

**14.8 Defaults and Remedies**

**14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

**14.8.1.1** Nonperformance of contractual requirements;

**14.8.1.2** A material breach of any term or condition of this Master Agreement;

**14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

**14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

**14.8.1.5** Any default specified in another section of this Master Agreement.

**14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

**14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

**14.8.3.1** Any remedy provided by law;

**14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;

**14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;

**14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

**14.8.3.5** Suspension of Contractor's performance; and

**14.8.3.6** Withholding of payment until the default is remedied.

**14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

**14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master

Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**14.11 No Waiver of Sovereign Immunity**

**14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**14.12 Governing Law and Venue**

**14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

**14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

**14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

**14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**14.14 Amendment.** This Agreement may be amended, modified, or supplemented only by a written amendment signed by Lead State and Contractor.

# Exhibit 2
# Sample Participating Addendum

Master Agreement #: **PO-10700-00015857**

Contractor: **PS Commercial Play LLC, dba Play and Park Structures**

Participating Entity: **STATE OF [PARTICIPATING STATE]**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

*[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]*

1. Scope:

   ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

   ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

   - *[Removable Example: Product modifications.]*
   - *[Removable Example: Installation services.]*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

*[Removable Instruction: Participating States should ensure that Section 2 properly defines the scope of participation, including any excluded entities.]*

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for office supplies. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

*[Removable Instruction: Check one of the boxes below. If Participating Entity wishes to co-term the Participating Addendum with the Master Agreement, check the first box.]*

3. Term:

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance

with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

| | |
|---|---|
| Name: | |
| Address: | |
| Telephone: | |
| Email: | |

**PARTICIPATING ENTITY:**

| | |
|---|---|
| Name: | |
| Address: | |
| Telephone: | |
| Email: | |

**Participating Entity Modifications and Additions to the Master Agreement**

*[Removable Instruction: Check one of the boxes below. If Participating Entity has no changes or additions to the terms and conditions of the Master Agreement, check the first box.]*

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

*[Removable Instruction: Insert text here to describe any changes or additions to the terms and conditions of the Master Agreement. Indicate which section numbers of the Master Agreement are being modified.]*

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: *[Removable Instruction: If applicable, specify if lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating Entity, and include any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "**Reserved**".]*

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum.

Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

| **PARTICIPATING ENTITY** | **CONTRACTOR** |
|---|---|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

*[Removable Instruction: Additional signatures may be added if required by the Participating Entity.]*

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

# Exhibit 3
# Description of Goods and/or Services and Discount Percentages

## 1.1 SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Contractor has been awarded all products and services available via the Contractors catalog link:

See Attached Exhibit 3-1

Products and Services on this Master Agreement are available Nationally.

## 1.2 PERCENTAGE OFF PER CATEGORY AWARDED

**Category:** **Percentage off all items in Category:**

Indoor & Outdoor Fitness Equipment including playground equipment: 5 %
Outdoor Furniture: 5%
Park Site Furnishings: 5%
Safety Surfacing: 5%
Track and Field: 5%
Shelters and Shades: 5%
Electronic Play (Audio & Visual & Touch): 5%

## 1.3 RETURN POLICY

1.3.1 All returned goods, the Authorized Entity/Purchaser must request authorization from the Contractor by completing and submitting to customer service the accompanying RGA form.

1.3.2 Authorize Purchasers receiving any unordered or incorrect parts must notify Contractor upon receipt and if requested, return the parts to Contractor within 30 days. Contractor will be responsible for all freight, restocking and rework charges on the wrong or defective parts. In this case no credit will be issued for these types of returns. If parts are not returned, within the 30 days Authorized Purchaser may be billed for the equipment.

1.3.2 **Return for credit.**

The Purchasing Entity/ Purchaser may request a return on products based on the following:

- The product is a standard catalog model; no specials may be requested for return.
- Delivery has been made within the last 30 calendar days.

- The product is in merchantable condition and has never been installed. The Contractor's customer services team or quality assurance team assesses this once the product is received back from the Participating Entity/Purchaser.
- DuraMax uprights are made-to-order and cannot be returned.
- The Accounting Department will issue a credit to the appropriate invoice after the equipment is received and verified to be in merchantable condition.

1.3.2.1 THE FOLLOWING CHARGES ARE WITHHELD FROM ANY CREDIT AMOUNT ISSUED:

- 25% restocking fee for all goods returned by truck.
- 20% restocking fee for all goods returned by ups, FED EX, or us mail.
- Freight charges will be deducted for all shipping cost, even if an order is cancelled but the order has been shipped.
- Authorized Entity/Purchaser must repack the items in a box being returned to reduce possible damage during shipment back to the Contractor. Authorized Purchaser should obtain an estimated inbound freight for all returned goods to avoid confusion on the amount of the RGA.

# Exhibit 4
# Provisions Required by Federal Law

As may be applicable to a specific Contract, Contractor shall comply with all federal law, regulations, and executive orders, as indicated, and shall cause all subcontractors to comply with all federal law, regulations and executive orders including the following. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

**1. Equal Employment Opportunity.** If this Master Agreement, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance of the Master Agreement, Contractor agrees as follows:

**1.1** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**1.2** Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

**1.3** Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

**1.4** Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**1.5** Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**1.6** Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**1.7** In the event of Contractor's noncompliance with the nondiscrimination clauses of this Master Agreement or with any of the said rules, regulations, or orders, this Master Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**1.8** Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through subsection 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2. Davis-Bacon Act.**

**2.1.** All transactions regarding this Master Agreement will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

**2.2.** Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

**2.3.** Additionally, Contractor shall pay wages not less than once a week.

**3. Copeland "Anti-Kickback" Act.**

**3.1.** Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this Master Agreement.

**3.2.** Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these Master Agreement clauses.

**3.3.** A breach of the contract clauses above may be grounds for termination of the Master Agreement and for debarment as a contractor and subcontractor as provided in 29 C.F.R.§5.12.

**4. Contract Work Hours and Safety Standards Act.**

**4.1.** Overtime requirements. No contractor or subcontractor contracting for any part of the Master Agreement work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.

**4.2.** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

**4.3.** Withholding for unpaid wages and liquidated damages. The Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Master Agreement or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

**4.4.** Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

**5. Clean Air Regulations.** Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.). The Act provides, in part:

**5.1.** No agency may enter into any contract with any person who is convicted of any offense under the Act for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of the Act.

**5.2.** The Administrator may extend this prohibition to other facilities owned or operated by the convicted person. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

**5.3.** In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

**5.4.** The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

**5.5.** The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

**5.6.** Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

**5.7.** Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**6. Clean Water Regulations.** Contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387).

**6.1.** No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

**6.2.** The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

**6.2.1.** Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

**6.2.2.** Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

**6.3.** The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

**6.4.** The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

**6.4.1.** No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

**6.4.2.** In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

**6.5.** Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

**6.6.** Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**7. Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**8. EPA Regulations.** Contractor shall comply with all applicable standards, orders, or requirements under Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the State, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than $100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

**9. Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

**10. Recycled Materials.** In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.

**11. Energy Efficiency**. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

**12. Byrd Anti-Lobbying Amendment; Truth in Lobbying.** This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor's knowledge and belief that:

**12.1.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

**12.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

**12.3.** Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts

under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

**13. HIPAA Compliance.** If the work performed under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Contract is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

**13.1.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and the State for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the State's Privacy Rules, OAR 407-014-0000 et. seq., or the State's Notice of Privacy Practices, if done by Purchasing Entity. A copy of the most recent State Notice of Privacy Practices is posted on the State web site at:
http://www.oregon.gov/OHA, or may be obtained from Purchasing Entity.

**13.2.** Data Transactions Systems. If Contractor intends to exchange electronic data transactions with Purchasing Entity in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with the State and shall comply with the State's EDI Rules.

**13.3.** Consultation and Testing. If Contractor reasonably believes that the Contractor's or the State's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the State's HIPAA officer. Contractor or State may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the State's testing schedule.

**13.4.** If Contractor is deemed to be a business associate of State under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides the State with satisfactory assurances that if it receives from the State or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:

13.4.1. Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Contract or as required by law;

13.4.2. Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Contract;

13.4.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Contract;
13.4.4. Contractor will report to Purchasing Entity any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware;
13.4.5. Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;
13.4.6. Contractor shall make available to Purchasing Entity such information as they may require to fulfill their obligations to account for disclosures of such information;
13.4.7. Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the State or trading partner (or created or received by Contractor on behalf of the State or trading partner) available to the State and to the Secretary of the United States Department of Health and Human Services, for purposes of determining the State's or trading partners' compliance with HIPAA; and
13.4.8. If feasible, upon termination of this Contract, Contractor shall return or destroy all PHI received from the State or trading partners (or created or received by Contractor on behalf of the State or trading partners) that Contractor still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Contract to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Purchasing Entity agrees that Contractor may use such PHI in the process of providing transaction mapping, trading partner profiling and training and mentoring services for Purchasing Entity and trading partners under this Contract.

**14. Medicaid Compliance.** To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and State Medicaid statutes and regulations applicable to the work, including but not limited to:

**14.1.** Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information Purchasing Entity, the Medicaid Fraud Control Unit and the Secretary of Health and Human Services;
**14.2.** Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
**14.3.** Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
**14.4.** Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.
**14.5.** Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

**15. Substance Abuse Prevention and Treatment and Drug Free Workplace.** Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x

through 300x-64). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

**15.1.** The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
**15.2.** Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
**15.3.** Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
**15.4.** Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

Contractor certifies that will provide drug-free workplaces for their employees.

**16. Funding Agreements.** If Contractor is a small business firm or nonprofit organization and the Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the Federal government, Purchasing Entity shall comply with the provisions of 37 C.F.R. pt.401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by FEMA. See 2 C.F.R. pt. 200, Appendix II ¶F.

**17. Access to Records; Audits.** Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the State of Oregon, Purchasing Entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the Contract. Contractor and Purchasing Entity acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**18. Debarment and Suspension**. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared

ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

**18.1.** Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

**18.2.** Contractor has not within a three-year period preceding the Effective Date of this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**18.3.** Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection, 16.2 of this certification; and

**18.4.** Contractor has not within a three-year period preceding the Effective Date of this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

**19. Americans with Disabilities Act.** Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

**20. Pro-Children Act.** Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

**21. Federal Tax Information.** Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

**22. Educational Records.** Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681, et. seq) and the implementing regulations at 6 CFR Part 17 and 44 CFR Part 19.

**23. Whistleblower Protection Act.** Contractor shall comply with the requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 10 U.S.C. Section 4712, 10 U.S.C. 2324, 41 U.S.C. Sections 4304 and 4310.

**24. US Patriot Act of 2001.** Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.

**25. Rehabilitation Act of 1973.** Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

**26. Trafficking Victims Protection Act of 2000.** Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

**27. Age Discrimination Act.** Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

**28. Buy American and Hire American.** Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

**29. Use of Logos.** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA pre-approval.

**30. False Statements.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

**31. General Provisions.** The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Contract.

# Exhibit 5
# NASPO ValuePoint Detailed Sales Data Report Form

| Field Name | | Field Description |
|---|---|---|
| VENDOR | | The awarded Contractor's name |
| VENDOR CONTRACT NUMBER | | Lead State assigned contract number (using Lead State's numbering protocol) |
| STATE | | State postal abbreviation code (Alaska = AK, Missouri = MO, etc.) |
| CUSTOMER TYPE (SEGMENT) | | State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract] |
| BILL TO NAME | | Customer (agency) Bill to name |
| BILL TO ADDRESS | | Customer (agency) Bill to address |
| BILL TO CITY | | Customer (agency) Bill to city |
| BILL TO ZIPCODE | | Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code] |
| SHIP TO NAME | | Customer (agency) Ship to name |
| SHIP TO ADDRESS | | Customer (agency) Ship to address |
| SHIP TO CITY | | Customer (agency) Ship to city |
| SHIP TO ZIPCODE | | Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code] |
| ORDER NUMBER | | Vendor assigned order number |
| CUSTOMER PO NUMBER | | Customer provided Purchase Order Number |
| CUSTOMER NUMBER | | Vendor assigned account number for the purchasing entity |
| ORDER TYPE | | Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract] |
| PO DATE (ORDER DATE) | | (mm/dd/ccyy) |
| SHIP DATE | | (mm/dd/ccyy) |
| INVOICE DATE | | (mm/dd/ccyy) |
| INVOICE NUMBER | | Vendor assigned Invoice Number |
| PRODUCT NUMBER | | Product number of purchased product |
| PRODUCT DESCRIPTION | | Product description of purchased product |
| UNSPSC | | Commodity-level code based on UNSPSC code rules (8 Digits) |
| CATEGORY | | Product Category |
| LIST PRICE/MSRP/CATALOG PRICE | | List Price - US Currency ($99999.999) [determined by industrial practice for each contract - uniform for each contract] |
| QUANTITY | | Quantity Invoiced (99999.999) |
| TOTAL PRICE | | Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999999.99 |
| VAR/Reseller/Distributor | | If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located |
| Energy Star Compliant | | Yes = 1 No = 2 Energy Star Does not Apply = 0 |
| Optional | | More information |

| VENDOR | VENDOR CONTRACT NUMBER | STATE | CUSTOMER TYPE (SEGMENT) | BILL TO NAME | BILL TO ADDRESS | BILL TO CITY | BILL TO ZIPCODE | SHIP TO NAME | SHIP TO ADDRESS | SHIP TO CITY | SHIP TO ZIPCODE | ORDER NUMBER | CUSTOMER PO NUMBER | CUSTOMER NUMBER | ORDER TYPE | PO DATE (ORDER DATE) | SHIP DATE | INVOICE DATE | INVOICE NUMBER | PRODUCT NUMBER | PRODUCT DESCRIPTION | UNSPSC | CATEGORY | LIST PRICE/MSRP/ CATALOG PRICE | QUANTITY | TOTAL PRICE | VAR/ Reseller/ Distributor | Energy Star Compliant | Optional |
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# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Richard Ezell, Director |
| **Re:** | Consider and the Acceptance of FY 2023-2024 EMPG Grant Award of $40,000.00 from the Oklahoma Department of Emergency Management. |

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Consider and the Acceptance of FY 2023-2024 Emergency Management Performance Grant (EMPG) Grant Award of $40,000.00 from the Oklahoma Department of Emergency Management. This is the annual EMPG grant that Durant Emergency Management is awarded that offsets staff salary. The Notice of Intent (NOI) was approved and the application was submitted on August 28, 2023. The award letter has not been received, but is expected before this council meeting.

**Council Information / Action Requested**
Approval of EMPG Grant

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

**ATTACHMENTS:**
1. FY 2023 EMPG Notice of Intent Approval

**PREPAREDNESS**
**RESPONSE**
**RECOVERY**
**MITIGATION**

August 1, 2023

Jurisdiction: **City of Durant**

Subject: FY 2023 EMPG Notice of Intent Approval

The Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) would like to thank you for your interest in the Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program.

Your Notice of Intent (NOI) for the FY 2023 EMPG has been approved. The amount of **$40,000.00** will be obligated to **the City of Durant,** Oklahoma, designated as the "Subrecipient" within official documents, pending the completion of the attached application. Once your application is completed and approved, an award letter will be issued by the ODEMHS Director.

**The initial application must be submitted by September 15th, 2023,** to be eligible for the award. The application must be finalized by September 30th, 2023, to be awarded. Time extensions may be granted with a written request.

Should you have questions, comments, or concerns, please contact the EMPG team at empg@oem.ok.gov or call 405-521-2481 and ask for the EMPG team.

Thank you,

Mark Wegrzynski

Mark Wegrzynski
Grants Financial Analyst

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Richard Ezell, Director |
| **Re:** | Consider and Acceptance of the Office of Homeland Security 2023 Homeland Security Grant Program #1550.050 for $8,500.00 |

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Consider and Acceptance of the Office of Homeland Security 2023 Homeland Security Grant Program #1550.050 for $8,500.00. This grant is for Starlink satellite internet equipment and the monthly service for two years. This is to be installed on the City of Durant's communications trailer (RDT#2) to replace the existing, non-working, satellite internet system. This is one of three of these trailers in the State of Oklahoma. It is a deployable asset that the City of Durant received a grant for in 2015 for approximately $180,00.00. We received the Award on September 8, 2023 and the documents were returned on September 27, 2023.

**Council Information / Action Requested**

Consider and Acceptance of the grant

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

None, informational only

**ATTACHMENTS:**

1. COMPLETED and SIGNED- Starlink Satellite Grant

OKLAHOMA
Emergency Management
and Homeland Security

# SUB-RECIPIENT AWARD

| | |
|---|---|
| **Sub-grantee – Required for Reimbursement**<br>**FEI#** 73-6005186 **UEI #** C55UMLGPA8U5 | **Original Award Amount**<br>**$8,500.00** |
| **City of Durant**<br>**Rick Rumsey, Interim City Manager**<br>**300 W Evergreen St**<br>**Durant, OK 74701** | **Sub-Recipient Award Number**<br>**#1550.050**<br>**Federal Award Identification Number**<br>EMW-2023-SS-00016<br>**Award Effective Date**<br>**9/1/2023**<br>**Project Period**<br>**9/1/2023 – 10/31/2025** |
| **Project Title/IJ**<br>Homeland Security Grant Program<br>Starlite satellite equipment and service IJ #5 | **CFDA**<br>**97.067** |
| Applicable Funds<br>**Homeland Security Grant Program**<br>**FY 2023** (SHSP - Local)<br>**Region**<br>**5** | **County**<br>**Bryan** |

| | |
|---|---|
| **Method of Payment:**<br>**This is a Reimbursement Grant.** | **Is Sub-Grantee NIMS Compliant? (Please Check One)**<br>**YES** ☑ **NO** ☐ |
| **Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official**<br>City or County Official (Mayor, City Manager, County Commissioner, Head of Nonprofit) | **Project Contact/ Secondary Authorized Official (If Applicable)** |
| **Title of Primary Authorized Official**<br>Interim City Manager | **Title of Secondary Authorized Official**<br>Grants Coordinator |
| **Name**<br>Rick Rumsey | **Name**<br>Rebecca Payne |
| **Telephone**<br>580-931-6605 **Fax** | **Telephone**<br>580-931-6623 **Cell**<br>580-380-75335 |
| **Email**<br>rrumsey@durant.org | **Email**<br>beccapayne@durant.org |
| Signature of Primary Authorized Official: **(Required)**: Date<br>Rick Rumsey 9-26-23 | Signature of Secondary Authorized Official: **(Required)**: Date<br>Rebecca Payne 9.26.23 |

**The Primary Authorized Official certifies:**

- Legal authorization to accept grants on behalf of the named governmental entity.
- Proposed project can be completed by October 31, 2025
- Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto.
- All submitted data is true and correct to the best of signatory's knowledge.

**Special Conditions**

| | | |
|---|---|---|
| **ODEMHS Approving Official**<br>**Mark Gower**<br>**Director** | **ODEMHS Contact Information** www.ok.gov/homeland<br>Oklahoma Dept. of Emergency Management & Homeland Security<br>P.O. Box 53365<br>Oklahoma City, OK 73152 | |
| **Signature of ODEMHS Approving Official**<br>Mark Gower | **Telephone**<br>(405) 425-7296 | **Fax**<br>(405) 425-7295 |

**MARK GOWER**
State Director

**J. KEVIN STITT**
Governor

STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT
AND HOMELAND SECURITY

TO: Rick Rumsey, Interim City Manager
City of Durant

FROM: Mark Gower, Director

DATE: September 8, 2023

RE: ODEMHS Office of Homeland Security 2023 Homeland Security Grant Program; # 1550.050

Your agency has been selected to receive a proposed award in the amount of $8,500.00, pursuant to the OHS FY 2023 Homeland Security Grant Program. Among other initiatives, the 2023 Program provides this funding for Starlite satellite equipment and service.

The 2023 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2023 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS/ODEMHS grant programs, the 2023 Program is a reimbursement grant.
The process requires the following actions:

(1) Acceptance of the terms and conditions of the 2023 Program including but not limited to those noted on the attached *Schedule "1"*.
(2) Submission of a Budget Detail Worksheet (BDW) to OHS with a list of estimated costs of specific allowable items.
(3) Receipt of an approval letter from OHS with a schedule of approved items. You must have this ***OHS APPROVAL LETTER IN HAND PRIOR TO EXPENDING FUNDS***.
(4) Upon receiving the OHS Approval Letter, you may purchase approved items in an amount not to exceed the amount of the Proposed Award.
(5) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form, copies of the associated invoices and purchase orders to OHS. Sub-Recipient Forms are available in the Grants section at www.homelandsecurity.ok.gov.
(6) After your payment to the vendor has been processed, you will need to submit a copy of the canceled check and an inventory form to OHS.

Reimbursement checks are generally mailed to sub-recipients by OHS within 30 days of receipt of the signed Reimbursement Request Form and associated documents. If this process will cause a significant hardship, please contact OHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2023 Program, please so indicate by:

(1) affixing the signature of the appropriate chief executive officer (i.e., the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and

(2) returning a fully executed copy of this letter and each document listed on *Schedule "1"* and included with this award packet with original signatures to OHS **ON OR BEFORE September 29, 2023** at PO Box 53365, Oklahoma City, Oklahoma 73152.

Should you have questions or need additional assistance contact Christina Daron at 405-425-7591 or by email at christina.daron@okohs.ok.gov or Hannah Kopisch at 405-425-7455 or by e-mail at Hannah.kopisch@okohs.ok.gov.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this 26TH day of SEPTEMBER 2023:

Government/Agency Name: CITY OF DURANT

Signature: Rick Rumsey

Printed Name: RICK RUMSEY

Title: INTERIM CITY MANAGER

Attachments: Standard Award Packet Terms and Conditions



P.O. BOX 53365 • OKLAHOMA CITY, OK 73152-3365 • 2401 N. LINCOLN (Will Rogers Building Tunnel) • OKLAHOMA CITY, OK 73105
405-521-2481 • 405-521-4053 • www.oem.ok.gov

Oklahoma Office of
**Homeland Security**
*Prevent, Protect, Prepare*

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office • (405) 425-7295 Fax
www.homelandsecurity.ok.gov

# SIGNATURE AUTHORIZATION

Required to sign all OKOHS subgrant documents

## PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION

| | | |
|---|---|---|
| PRINT Name: REBECCA PAYNE | | |
| Title: GRANTS COORDINATOR | | |
| Agency: CITY OF DURANT | | |
| Mailing Address: P.O. BOX 578 DURANT | State: OK | Zip: 74702 |
| Phone #: 580.931.6623 | Fax #: | Email: becca.payne@durant.org |

Rebecca Payne — Primary Contact Signature

9.26.23 — Date

## OPTIONAL Secondary Contact

Authorized to sign subgrant documents? ☑ Yes ☐ No
*(If "yes," please sign below)*

| | |
|---|---|
| PRINT Name: RICHARD E ZELL | Title / Agency: DIRECTOR, DURANT EMERGENCY MGMT. |
| Email: rezell@durant.org | Phone #: 580.775.5888 |

R. Zell — Secondary Contact Signature

SEPTEMBER 26, 2023 — Date

## AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION

City or County Official (Mayor, City Manager, County Commissioner)

*I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.*

| | | |
|---|---|---|
| PRINT Chief Executive Officer Name: RICK RUMSEY | OKOHS Award #: 1550.050 | |
| Title: INTERIM CITY MANAGER | Phone #: 580.931.6650 | |
| Jurisdiction (City, County, etc.): CITY OF DURANT | Email: rrumsey@durant.org | |
| Mailing Address: P.O. BOX 578 DURANT OK 74702 | State: OK | Zip: 74702 |

Rick Rumsey — Chief Executive Officer Signature

9-26-23 — Date

*Form Revised as of: September 10, 2007*

*If any of the above information changes please submit a new **SIGNATURE AUTHORIZATION FORM** to OKOHS immediately.*

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Brandi Nelson, HR Manager |
| **Re:** | Discussion, Consideration, and Possible Action on Acceptance of a Proposal for Renewal of Excess Insurance with Arch Insurance Company. |

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To ensure no gaps in coverage between the City of Durant's self-funded workers' compensation plan and potential catastrophic claims, Human Resources requested Insurica obtain a renewal proposal for our excess insurance coverage through Arch insurance.

The renewed policy will continue to cover up to:
· $1,000,000 Bodily Injury by Accident (each accident)
· $1,000,000 Bodily Injury by Disease (policy limit)
· $1,000,000 Bodily Injury By Disease (each employee)

The renewed policy will provide additional coverage once the City has paid the required $750,000 per eligible claim, and coverage will remain for the life of the claim (or until it meets the $1,000,000 limit). The proposed premium is $138,425.00 (page 14) with optional Terrorism Coverage for an additional $4,153.00.

These funds were accounted for in the FY 23/24 budget.

**Council Information / Action Requested**
Acceptance of a Proposal for Renewal of Excess Insurance with Arch Insurance Company in the amount of $138,425.00 and Terrorism Coverage for an additional $4,153.00.

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

**ATTACHMENTS:**
1. 23-24 Excess Work Comp Final Proposal (1)
2. 23-24 EXCW Renewal EFF 10.1.23 - AMWINS - Review Application (1)

# INSURICA
# INSURANCE PROPOSAL

**PREPARED FOR:**

## THE CITY OF DURANT

**PROPOSED TERM:**

OCTOBER 1, 2023 to OCTOBER 1, 2024

***Presented By:***

GLEN TOLENTINO

INSURICA

This presentation is designed to provide an overview and summary of the insurance coverages prepared for your review. This proposal is meant to facilitate a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place or presented within. This proposal does not alter or amend the insurance contracts. Please refer to the actual policies for details on coverages, conditions and exclusions that will govern in the event of a loss.

# EXECUTIVE OVERVIEW

INSURICA is an independent insurance agency that specializes in core industries and business disciplines.

Our unique structure provides INSURICA customers with unparalleled access to the best coverage and risk management expertise available, all delivered through a local agent relationship.

## Industry Specializations

Our industry-specific knowledge and in-depth experience gives us valuable insight into the unique and often challenging needs of the following key industries:

- Agriculture
- Construction
- Education
- Energy
- Environmental
- Financial
- Healthcare
- Hospitality
- Manufacturing
- Ministries
- Not-For-Profit
- Staffing
- Technology
- Transportation

## Our Approach

Our approach is not about selling an individual policy, but rather understanding our clients' entire business structure and developing a comprehensive insurance management plan. With an in-depth understanding of our clients' business operations, we uncover unseen risks and opportunities that can dramatically lower exposure and costs.

## Our Future

With nearly $1 billion in annual premiums, INSURICA is among the 50 largest insurance brokers in the United States and is currently the 27th largest privately-held independent agency in the country. INSURICA employs more than 500 colleagues in 30 offices located throughout Oklahoma, Texas, Arkansas, Colorado, Arizona, and California. We are constantly looking to expand our network with partners who bring additional value and expertise to the enterprise and our clients.

Our focus on finding quality and experienced partners positions INSURICA as one of the preeminent insurance brokerages in the country and further emphasizes our customer pledge that we *"Specialize in You."*

| - DIRECT CONTACT TO SERVICE - | | | | |
|---|---|---|---|---|
| CONTACT NAME | TITLE | OFFICE | MOBILE | EMAIL |
| Glen Tolentino | Producer | (405) 556-2296 | (405) 229-5287 | Glen.Tolentino@INSURICA.com |
| Cecile Kadia-Cosentino | Account Manager | (405) 556-2311 | | Cecile.Kadia@INSURICA.com |
| Jason Rogers | Claims Consultant | (405) 556-2384 | | Jason.Rogers@INSURICA.com |

| - CLAIM REPORTING - | |
|---|---|
| MAIN NUMBER | EMAIL |
| 844-556-3208 | claims@INSURICA.com |

| - GENERAL OFFICE INFORMATION - | | | | |
|---|---|---|---|---|
| MAIN NUMBER | TOLL FREE | FAX NUMBER | WEBSITE | INSURICA 24/7 CLIENT PORTAL |
| (405) 523-2100 | (800) 880-0291 | (405) 556-2332 | www.INSURICA.com | https://portal.csr24.com/mvc/2731625 |

## | NOTIFY US IF

It is important we be informed when a significant change in your operation takes place, such as any:

- Additional locations, new construction
- Changes in property values
- Change in ownership
- Sudden change in sales
- Increased or decreased hazards (i.e. type of work to be insured or new activities undertaken)
- Change in security or protection (i.e. burglar, sprinkler, fire alarm, watchguard, lighting, etc)
- Change in product lines
- New contractual obligations
- Changes in vehicles and/or drivers
- Expansion or moving of operations to a new state
- Employees hired in a new state
- Higher limits and/or additional coverages required or desired (i.e. Flood, Earthquake, Pollution, Professional Liability)
- Vacancy of building you own, operate, or occupy

## | CLAIMS NOTIFICATION REQUIREMENTS

Many policies include CLAIMS REPORTING OBLIGATIONS that require immediate notification, as soon as you are aware of an incident which could result in a claim. Failure to report or late reporting could result in denial of defense and/or claim payment or settlements. To avoid denial of coverage, be sure to notify us and/or the insurance carrier as soon as practicable of any occurrence or offense which may result in a claim. Additionally, the incident should be confirmed in writing. Please review policies for claim reporting provisions.

The above are examples of situations of which we should be made aware; there are many others as well.

If any questions arise, please contact us.

** Disclaimer: While this list is not inclusive, failure to notify us can affect your coverage.*

## | ITEMS TO DISCUSS

Please respond or comment to the following points and/or questions:

- Higher limits and/or additional coverages required or desired (i.e. Flood, Earthquake, Pollution, Professional Liability)
- ADD/REMOVE items to review here.

## | ADDITIONAL COVERAGES TO CONSIDER

### Active Assailant

The current unendorsed commercial general liability policy does not confirm nor deny coverage, leaving coverage determination to the courts in the event of the claim. A business owner should consider active assailant coverage as it not only defines the gray area of a commercial general liability policy but can also be written to include onsite active shooter and security vulnerability assessment, as well as preparedness seminars and training modules, and post-event crisis management services.

### Business Income/Extra Expense

If your business suffered a covered cause of loss that caused a slowdown or suspension of operations, would you be able to sustain? Business income coverage is available to cover loss of income in the event that business is diminished due to a covered cause of loss to the insured premise, such as a fire or a natural disaster. This type of insurance also covers operating expenses, a move to a temporary location if necessary, payroll, taxes, and loan payments.

### Business Income on Equipment

Most frequently you will find this coverage related to your property coverages. However, you can purchase business income coverage on equipment particularly specialized, high-value, equipment used in manufacturing or construction processes. This covers loss of income suffered when damage to your equipment by a covered cause of loss causes a slowdown or suspension of its operations.

### Commercial Crime Coverage

Don't let the actions of dishonest individuals put your business at financial risk. Crime coverage forms are available to protect against losses of money, securities and property by such claims of loss as employee dishonesty, forgery, theft, burglary, robbery, kidnap, extortion and fraud. ERISA coverage can also be obtained on a crime policy.

### Contractors Professional Liability

Today many contractors provide in-house design work, engineering evaluations, and shop drawings. This can open you to design liability and construction errors you could be held liable. Construction managers are also exposed to professional liability claims. General Liability usually exclude any construction errors or omission claims. A Contractors Professional Liability policy provides coverage for errors made by the contractor and third-parties hired by the contractor. Often this coverage can be coupled with Contractors Pollution Liability on a package type policy.

### Cyber Liability

Neither a Property, General Liability, or Business Interruption policy will respond to outages caused by computer viruses or hackers. In addition, 47 U.S. states have mandatory requirements for data breach notification, as well as fines and penalties for not reporting the breach. Many Carriers offer policies that can cover regulatory fines or penalties you might incur because of a data breach.

A cyber-attack can result in costly first-party expenses required to comply with regulatory requirements and out-of-pocket legal expenses incurred to navigate the process.

Many data breaches occur because of an employee error or an "inside job" from rogue employees. A large portion of security breaches occur because of your employee actions. Also, keep in mind that a data breach can occur from paper records as well.

Cyber liability coverage pricing can be quite cost effective and easy to procure. Keep in mind that without this coverage, in the event of a cyber-attack you will be liable for first-party expenses including hiring forensic IT experts, notification of customers, providing annual credit monitoring, lawyer expenses, and any applicable state or federal fines or penalties.

## Directors and Officers Coverage

As a director or officer of any company, public or private, not-for-profit and educational institutions, you can be held personally liable for your management actions. In effect, the policy functions as "management errors and omissions liability insurance," covering claims resulting from managerial decisions that have adverse financial consequences. Directors and Officers Liability Insurance provides coverage for allegations of mismanagement and/or breach of fiduciary duty or loyalty.

## Earthquake

Coverage can be added on Property, Equipment, Installation Floater/Builders Risk policies. Depending on the property locations, the premiums can be insignificant compared to the coverage.

## Employment Practices Liability Coverage

Employment Practices Liability claims arise from the following broad categories: Discrimination, Wrongful Termination, Sexual Harassment, Retaliation, Workplace Torts (e.g. invasion of privacy and defamation), and Defense for Wage and Hour claims. Coverage under this policy is available for legal costs to defend claims including legal liability for such acts. The coverage is rated on the number of employees and review of your employee handbook. Inclusion of a discrimination and harassment policy is usually required to be incorporated if not in the employee handbook.

## Equipment Breakdown Coverage

Equipment breakdown (formerly called "boiler and machinery") insurance covers many types of equipment. Most equipment now contains sensitive and fragile technology that can be easily damaged. More equipment is mission critical so breakdowns bring operations - and income - to a halt. Increased system complexity and interdependency mean a breakdown elsewhere can impact you, yet standard property insurance excludes the risks unique to equipment. Coverage can be endorsed onto many property policies or purchased stand-alone.

## Fiduciary Liability

The responsibility on trustees, employers, fiduciaries, professional administrators, and the plan itself with respect to errors and omissions in the administration of employee benefit programs as imposed by the Employee Retirement Income Security Act (ERISA).

## Flood

Flooding is the most common of all natural hazards. On average, flooding causes more than $2 billion in damage to property each year. Standard commercial property policies do not provide coverage for damage caused by flooding. Depending on the property locations, Flood can be obtained on a standard property policy or coverage secured through the National Flood Insurance Program (NFIP).

## Higher Umbrella Limits

While there is no definitive answer to the question about how much umbrella or excess coverage a business entity should carry, there is some analysis you can do as a business owner to try to determine what is an adequate limit. Companies can begin their analysis by using the net worth of their company as a guideline. As an example, the more you have, the more you should carry. Benchmarking data for limits carried by other similar in class and size can also be provided.

## Increased Ordinance or Law Coverage

Coverage for loss caused by enforcement of ordinances or laws regulating construction and repair of damaged buildings. Older structures that are damaged may need upgraded electrical; heating, ventilating, and air-conditioning (HVAC); and plumbing units based on city codes. There are three types of ordinance and law coverages that are normally excluded in standard property coverage forms. The coverages available by endorsement are cost to demolish the undamaged portion of the building, cost to replace with superior construction as required by law, and cost to clear the land of debris after demolition.

## International Travel Accident Insurance

If you or any of your employees travel internationally, consider this coverage. The policy provides coverage for accidental death and dismemberment or other life-changing incidents that may be excluded by other policies. Travel accident insurance plans are designed to fill coverage gaps in standard life and disability insurance and provide high limit coverage or coverage for specific risks that many disability policies do not cover. Benefits vary and are paid depending on the severity of the incident, helping alleviate some of the financial stress that may result from serious illnesses, injuries, or death.

## Pollution Liability

Pollution Liability is limited or excluded on the standard Commercial General Liability, Business Auto, Property, Inland Marine, Directors & Officers, Excess/Umbrella and an array of other policies. Because of this many insureds purchase Pollution Liability insurance to help protect assets from unforeseen environmental exposures that could impact earnings; protect against natural catastrophes beyond the standard property exposures; facilitate property transactions and financing; assist in mergers and acquisitions, separating the unknown environmental risk from the business risk.

**Types of Pollution Liability include:**

- Contractor's pollution liability (CPL) insurance can provide protection against the environmental liabilities left uncovered by standard commercial general liability with restrictive pollution exclusions. CPL aids to minimize loss when sudden or gradual pollution conditions are created through covered operations and addresses third-party coverage for bodily injury, property damage, defense, and cleanup as a result of sudden and gradual pollution incidents arising from contracting operations of or on behalf of the contractor.

- Site Pollution Liability. Most businesses have pollution exposures that are often considered incidental to the business's operations. Such environmental liability exposures can arise from materials storage, air emissions from heating or other processes, storm water runoff, spills during natural catastrophes, or even the possibility of unknown activities of previous site owners.
- Auto Pollution Exposures and Coverages available. Standard Business Auto policies exclude coverage for pollution events unless they result from gas, brake fluid, or other substances that are vital to the operation of the vehicle. However, pollution incidents involving other materials are excluded. Options to address this include an MCS90 Endorsement, Broadened Auto Pollution Endorsement (CA9948), and Transportation Pollution Liability (TPL). The MCS90 is a required filing of for-hire interstate operations (and certain other operations) that responds if you cause an auto pollution incident. However, the form requires that you reimburse the carrier for any payment made on your behalf. Another option is the Broadened Auto Pollution form (CA9948) that is similar to the MCS90 endorsement without the threat of the carrier seeking reimbursement. Finally, the most comprehensive is a Transportation Pollution Liability (TPL) policy which provides protection for products or materials transported, shipped, or delivered by the insured or by a carrier on the insured's behalf and can also specifically include loading and unloading.

## Professional Liability / E&O

A type of liability coverage designed to protect traditional professionals (e.g., accountants, attorneys) and quasi-professionals (e.g., real estate brokers, consultants) against liability incurred as a result of errors and omissions in performing their professional services. The vast majority of professional liability policies are written with claims-made coverage triggers. In most professional liability policies payment of defense costs reduces available limits.

## Social Engineering

When you or your employees receive a message that appears to be from a legitimate vendor, client, internal employee, or authorized person via email, fax, letter or even a phone call that contains a variety of misleading requests and information. This is Social Engineering Fraud. The purpose is to divert funds to the fraudster willingly including wire transfers. This important coverage can be endorsed onto many Crime or Cyber policies or purchased stand-alone. Limits start at $50,000 and higher can be obtained.

**Please check below if interested in any of the above recommended coverages:**

| Coverage Type | Indication Requested |
|---|---|
| Active Assailant | |
| Business Income/Extra Expense | |
| Business Income on Equipment | |
| Crime Coverage | |
| Contractors Professional Liability | |
| Cyber Liability | |
| Directors & Officers | |
| Earthquake | |
| Employment Practices Liability | |
| Equipment Breakdown | |
| Fiduciary Liability | |
| Flood | |
| Higher Umbrella Limits | |
| International Travel Accident | |
| Ordinance & Law | |
| Pollution Liability | |
| Professional Liability | |
| Social Engineering | |

| | |
|---|---|
| Producer Signature | Client Signature |
| Dated: | Dated: |

Contact your INSURICA Team for more information and coverage options on any of these coverages.

Disclaimer: Additional coverages to consider is not limited to those only on this list nor is this list all-inclusive of all coverage forms available. This list comprises of important coverages that are readily available to purchase.

## - NAMED INSURED & LOCATION SCHEDULE – WORKERS COMPENSATION -

The coverages detailed in this document apply to the entities and locations listed below. If this list is not complete, please notify us immediately.

### | SCHEDULE OF NAMED INSUREDS:

**THE CITY OF DURANT**

### | SCHEDULE OF LOCATIONS:

## - WORKERS COMPENSATION -

**INSURER:** Arch Insurance Company

**POLICY TERM:** 10/1/2023 to 10/1/2024

**EXPERIENCE MODIFICATION FACTOR:** Anniversary Rating Date: 10/1/2021

**LIMITS:**

| | |
|---|---|
| Coverage A: Workers' Compensation – Statutory | |
| Coverage B: Employer's Liability | |
| Bodily Injury by Accident – Each Accident | $1,000,000 |
| Bodily Injury by Disease – Policy Limit | $1,000,000 |
| Bodily Injury by Disease – Each Employee | $1,000,000 |
| Coverage C: Other States – | |

**COVERED STATES:**

If you have work on the effective date of this policy in any state not listed as a Covered States (Item 3A of the policy), coverage will not be afforded for that state unless the insurer is notified within 30 days. Furthermore if you begin work in any state listed in the Other States (Item 3C of the policy) you must notify the carrier.

**OFFICERS:**

| Name | Title | Included/Excluded | Class Code |
|---|---|---|---|

**PREMIUM:** POLICY AUDITABLE: Yes

**REMARKS:**

**Remarks**
Premium due 20 days from effective date.

Endorsements included on Quotation:
Losses Redefined To Include Allocated Loss Adjustment Expenses Endorsement
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
Oklahoma Amendatory Endorsement

SUBJECT TO: 1. Completed vehicle supplement 2. Additional information on volunteers and if there are any volunteer firefighters

**Retained Limit**
Part One - Excess Workers Compensation Insurance and Part Two – Excess Employers Liability Insurance Combined:

| | |
|---|---|
| Retained Limit - Each Accident: | $750,000 |
| Retained Limit – Disease, Each Employee: | $750,000 |

**QUESTIONS, CONDITIONS, AND/OR SUBJECTIVITIES:**

**COVERED STATES:** Any state with known exposures should be listed in Item 3.A. at policy inception. Employees working in these states normally will have choice of state laws if they were working in other states on a temporary basis.

Other States Insurance is added to provide temporary coverage for employees when operating in states not listed in Item 3.A. This unique feature provides the insured with coverage for possible workers compensation exposures in states where it does not now have (or expect to have) operations or work. The insurance carrier must be notified in writing within thirty (30) days of any work or operations in a state not listed in Item 3.A. to keep coverage in effect. Notification is also required if you hire residents of the state where the work is being done; if you have an employee who resides in another state; or you have a location in another state.

**EARNED PREMIUM:** According to NCCI (National Council on Compensation Insurance) final earned premium for the policy must be determined on actual payroll as determined by the carrier at audit. Determination of final earned premium is governed by the rules, classifications, and rates in the NCCI Workers Comp Manual, subject to modification by applicable rating plans and state laws.

**DISCLAIMERS:** All Premiums are subject to change due to changes in rates, experience modifications or any other items due to changes required from regulatory entities having jurisdiction over such areas.

**RATES & EXPOSURES:**

**TOTAL PREMIUM CALCULATIONS:**

## | PREMIUM SUMMARY

| LINE OF COVERAGE | 21-22 PREMIUM | 22-23 PREMIUM | 23-24 RENEWAL PREMIUM |
|---|---|---|---|
| | | | |
| **Excess Workers Compensation & Employers Liability** | $ 119,278.00 | $ 128,322.00 | $ $138,425.00 |
| | | | |
| **TOTAL PREMIUM** | $ 119,278.00 incl. TRIA | $ 128,322.00 incl. TRIA | $ 138,425.00 incl. TRIA |

| | | | |
|---|---|---|---|
| **Terrorism Coverage (Optional)** | $ 3,578.00 | $ 3,849.00 | $ 4,153.00 |

## | INSURICA 24/7

INSURICA strives to embrace technology that drives efficiency and is a resource to our partners.

INSURICA 24/7 is a client portal that enables you to access insurance information, view documents, and print your own Certificates of Insurance or auto ID cards online or via the INSURICA 24/7 Mobile App.

With access to your information where and when you need it, you can focus on your business rather than your insurance.

### On-Demand Access to Your Information

#### Simply Login To:

- ✓ Pay using an electronic check or credit card
- ✓ Download certificates and auto ID cards.
- ✓ Access insurance documents including policies, endorsements, bonds, and risk control documents.
- ✓ View Team contact information
- ✓ Request changes to such as add/delete drivers and autos.

#### Why Choose Us:

- ✓ 24/7 access to your account
- ✓ Access to your policy information for review
- ✓ The ability to report a claim or loss any time

#### Reach Us Any Time:

- ✓ Standard business hours in our office
- ✓ Access online anytime
- ✓ 24/7 account access via the INSURICA 24/7 Mobile App

At INSURICA, we *"Specialize in You"*, so you can specialize in what you do best.

# | DISCLOSURES

## A.M. Best Rating

A Best Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. A.M. Best assigns to insurance related organizations one of two types of rating opinions, a Best's Rating, and a financial size category rating. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. Best has seven (7) rating categories including plus "+" or minus "-" rating notches to permit further gradation of financial strength within a particular rating category.

The three highest ratings given by A.M. Best are the following:

| Rating | Definition |
|---|---|
| A++, A+ (Superior) | Assigned to companies that have, in Best's opinion, a superior ability to meet their ongoing insurance obligations. |
| A, A- (Excellent) | Assigned to companies that have, in Best's opinion, an excellent ability to meet their ongoing insurance obligations |
| B++, B+ (Good) | Assigned to companies that have, in Best's opinion, a good ability to meet their ongoing insurance obligations |

Financial Size Categories. Assigned to all companies and reflects their size based on their capital, surplus, and conditional reserve funds in millions of U.S. dollars, using the scale below.

| | Millions of U.S. Dollars | | | | | | |
|---|---|---|---|---|---|---|---|
| Class I | Less | than | 1 | Class VIII | 100 | to | 250 |
| Class II | 1 | to | 2 | Class IX | 250 | to | 500 |
| Class III | 2 | to | 5 | Class X | 500 | to | 750 |
| Class IV | 5 | to | 10 | Class XI | 750 | to | 1,000 |
| Class V | 10 | to | 25 | Class XII | 1,000 | to | 1,250 |
| Class VI | 25 | to | 50 | Class XIII | 1,250 | to | 1,500 |
| Class VII | 50 | to | 100 | Class XIV | 1,500 | to | 2,000 |
| | | | | Class XV | greater | than | 2,000 |

The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.

Financial analysis of insurance companies is a complex process that requires specialized knowledge. INSURICA relies upon opinions expressed by A.M. Best Company in determining the financial strength and size of insurance companies. INSURICA makes no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

# | DISCLOSURES

## Admitted Company versus Non-Admitted Insurers

### Admitted Company

A foreign or alien insurance company which has been licensed by the insurance department of the state in question and which, thereby, is authorized to conduct business within that state to the extent licensed. Also called an admitted market or admitted insurer. In the event of company insolvency, policies written with admitted insurers may have access to the state guaranty fund subject to a number of exceptions and limitations depending on the applicable state guarantee fund law.

### Non-admitted Company

If an insurer is not licensed to write insurance in a specific state, then the insurer is a non-admitted insurer for that state. These companies are usually non-admitted because they do not meet the same capitalization requirements as an admitted company. Premiums paid to them are not protected by any state guaranty fund and they are not subject to state regulation. Although not admitted, the insurer must still be approved to write business in that state. Non-admitted companies are part of the excess and surplus lines insurance market. Insurance policies placed with non-admitted companies may require payment of surplus lines premium taxes at a percentage that varies state by state. Non-admitted policies may be subject to a minimum earned premium (MEP), usually twenty-five (25) percent but may be a higher percentage.

## A.M. Best Ratings, Financial Size Categories, Admitted/Non-Admitted Proposed Program

| COMPANY | COVERAGE PROVIDED/PROPOSED | BEST RATING & FINANCIAL SIZE | ADMITTED / NON-ADMITTED | MINIMUM EARNED PREMIUM (%/$) |
|---|---|---|---|---|
| Enter/Delete | | | | |
| Enter/Delete | | | | |
| Enter/Delete | | | | |
| Enter/Delete | | | | |

*Note to user: If any rating is less than A- VI, include or send A.M. Best Acknowledgement Template (found in Epic Commercial Lines Template folder) to insured for signature. (remove this notice if not applicable to client)*

## | DISCLOSURES

The intent of this document is to provide an overview of the coverage offered in the insurance program, and is not meant to be all-inclusive. Read your actual policies for complete details including terms, conditions, limitations, and exclusions.

Exposure information, including but not limited to property values, auto schedules, payroll and revenues, used in the proposal were those presented by you and should be carefully reviewed and/or appraised for adequacy.

### Compensation Disclosure

INSURICA is an Independent Agency. For our efforts, primarily commissions paid by insurance companies compensate us. The amount is based on the commission schedules established individually by each insurance company and is typically calculated as a percentage of the premium. INSURICA may also be eligible to receive various forms of incentive compensation, including contingent commissions and other awards and bonuses. This incentive compensation is based upon criteria that may include the volume, growth, profitability, and retention of business placed or other performance measures established by the individual insurers with whom we do business. On occasion insurance carriers will issue a policy at a net premium (no commission factored into the premium) and at that time, INSURICA will determine an appropriate fee which fairly reflects the various services provided for the policy being issued. These fees are disclosed and itemized as a separate billing amount to our clients.

### Limits of Coverages

**Higher limits of coverage may be available upon request.**

### Property Coverages

**Vacant Properties:** Property policies contain vacancy provisions excluding or reducing coverage for certain perils if a building or suite is vacant 60 or more days. A building or suite is considered vacant if less than 31% of the total square footage is used to conduct customary operations.

**Flood and Earthquake Coverage:** Unless specifically noted on the policy, Flood and Earthquake coverage is not provided. It is important to consider this coverage and it is available upon request subject to underwriting consideration and additional premium.

**Appraisal:** Obtaining an updated appraisal on an annual basis is a sound risk management technique. Failure to obtain an appraisal increases the risk that your property might be underinsured and that you may incur a coinsurance penalty.

### Pollution Liability Exposures

Pollution Liability is limited or excluded on the standard Commercial General Liability, Business Auto, Property, Inland Marine, Directors & Officers, Excess/Umbrella and many other policies. Discuss your pollution risks with INSURICA. Pollution Liability coverage can be obtained to address many of the gaps in standard policies.

### Terms, Conditions, Limitations and/or Exclusions

Where ever Terms, Conditions, Limitations and/or Exclusions are listed throughout this proposal, they are not all-inclusive. Please refer to the actual policies for specific Terms, Conditions, Limitations and/or Exclusions that will govern in the event of a loss. Specimen copies of policies are available for review upon request.

# | TERRORISM RISK INSURANCE ACT DISCLOSURES

## Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (also known as “TRIA”), insurance carriers are required to make coverage available under your policy for “certified acts of terrorism.” The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

If Terrorism coverage applies to a particular line of business, the portion of your premium attributable to this terrorism coverage has been noted. If Terrorism coverage is optional and requires you make an election to accept or reject the coverage, this has also been noted on noted. Election forms may be required upon inception, at renewal, or when changing carriers.

## Definition of Certified Act of Terrorism

A “certified act of terrorism” means an act that is certified by the US Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and

3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

## Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%.

However, if aggregate industry insured losses under TRIA exceed $100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

## Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to “certified acts of terrorism” under TRIA exceed $100 Billion in a calendar year, and the insurance carrier(s) have met, or will meet, their respective insurer deductible under TRIA, they shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and the insurance carrier(s) estimate that they will exceed our insurer deductible. In accordance with the Treasury’s procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

## | ELECTRONIC COMMUNICATION AND DELIVERY CONSENT FORM

*At INSURICA we continually strive to improve our speed of service to clients and to do so in the most efficient manner. One of the ways we are increasing our efficiency to clients is to use electronic communications, emailing of electronic documents, and electronic signatures. As our portal and electronic communications grow, we ask that you sign a consent form providing us your permission to work together using this type of technology.*

*Please review the following statement and electronically sign.*

We ("Client") hereby give consent and agree to receive documents related to insurance coverage written through or quoted by INSURICA ("Agent/Broker") in the form of electronic records. Agent/Broker may transmit documents to Client through electronic media, including but not limited to electronic mail, optical disks (including but not limited to compact discs and digital versatile discs), floppy disks, hard drives, thumb drives, jump drives, magnetic tapes, facsimiles, downloads from Web sites, and any other kinds of electronic media acceptable to both Client and Agent/Broker. Documents to be so delivered include but are not limited to policy information pages and coverage forms; endorsements; binders; certificates and evidences of insurance; automobile insurance identification cards; premium quotations; premium worksheets; invoices'; premium finance agreements; audit statements; loss control reports; claim reports; correspondence; and notices of cancellation and nonrenewal. Client's signature or that of Client's representative signifies that Client voluntarily agrees to use electronic records in accordance with the federal Electronic Signatures in Global and National Commerce Act.

**Business Name:** THE CITY OF DURANT

**Signature:** _____

**Title:** _____

**Date:** _____

## | NON-DISCLOSURE AGREEMENT

This proposal has been prepared exclusively for the review and evaluation of:

**THE CITY OF DURANT**

The information contained herein includes proprietary information about INSURICA and our risk management services. Therefore, we request that this information not be copied or distributed to any third parties without the prior consent of INSURICA.

Should you choose not to accept the terms of our insurance and risk management proposal, please return this proposal in its entirety to us at your earliest convenience.

Received by: _____

Date: _____

CKADIA

# WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY): 09/14/2023

| | |
|---|---|
| AGENCY NAME AND ADDRESS<br>INSURICA<br>5100 N. Classen Blvd, #300<br>Oklahoma City, OK 73118 | License # 1017969 |
| COMPANY: | Arch Insurance Company |
| UNDERWRITER: | |
| APPLICANT NAME: | City of Durant |
| OFFICE PHONE: | (580) 931-6643 |
| MOBILE PHONE: | |
| MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code) | 300 W. Evergreen Street<br>Durant, OK 74701 |
| YRS IN BUS: | |
| SIC: | |
| NAICS: | |
| WEBSITE ADDRESS: | |
| PRODUCER NAME: | Glen Tolentino |
| CS REPRESENTATIVE NAME: | |
| OFFICE PHONE (A/C, No, Ext): | (405) 523-2100 |
| MOBILE PHONE: | (405) 229-5287 |
| FAX (A/C, No): | (405) 556-2332 |
| E-MAIL ADDRESS: | |
| E-MAIL ADDRESS: | |
| CODE: | SUB CODE: |
| AGENCY CUSTOMER ID: | THECITY01C |

E-MAIL ADDRESS:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | SOLE PROPRIETOR | | CORPORATION | | LLC | | TRUST |
| | PARTNERSHIP | | SUBCHAPTER "S" CORP | | JOINT VENTURE | | OTHER: |
| | UNINCORPORATED ASSOCIATION | | | | | | |

| | | |
|---|---|---|
| CREDIT BUREAU NAME: | | ID NUMBER: |
| FEDERAL EMPLOYER ID NUMBER | NCCI RISK ID NUMBER | OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER |

## STATUS OF SUBMISSION

| | | | |
|---|---|---|---|
| | QUOTE | | ISSUE POLICY |
| | BOUND (Give date and/or attach copy) | | |
| | ASSIGNED RISK (Attach ACORD 133) | | |

## BILLING / AUDIT INFORMATION

| BILLING PLAN | | PAYMENT PLAN | | | AUDIT | | |
|---|---|---|---|---|---|---|---|
| X | AGENCY BILL | | ANNUAL | | | AT EXPIRATION | MONTHLY |
| | DIRECT BILL | | SEMI-ANNUAL | | | SEMI-ANNUAL | |
| | | | QUARTERLY | % DOWN: | | QUARTERLY | |

## LOCATIONS

| LOC # | HIGHEST FLOOR | STREET, CITY, COUNTY, STATE, ZIP CODE |
|---|---|---|
| | | |
| | | |
| | | |

## POLICY INFORMATION

| PROPOSED EFF DATE | PROPOSED EXP DATE | NORMAL ANNIVERSARY RATING DATE | | | RETRO PLAN |
|---|---|---|---|---|---|
| 10/01/2023 | 10/01/2024 | | | PARTICIPATING<br>NON-PARTICIPATING | |

| PART 1 - WORKERS COMPENSATION (States) | PART 2 - EMPLOYER'S LIABILITY | PART 3 - OTHER STATES INS | DEDUCTIBLES (N / A in WI) | AMOUNT / % (N / A in WI) | OTHER COVERAGES | |
|---|---|---|---|---|---|---|
| OK | $ 1,000,000 EACH ACCIDENT | | MEDICAL | | U.S.L. & H. | MANAGED CARE OPTION |
| | $ 1,000,000 DISEASE-POLICY LIMIT | | INDEMNITY | | VOLUNTARY COMP | |
| | $ 1,000,000 DISEASE-EACH EMPLOYEE | | | | FOREIGN COV | |

| DIVIDEND PLAN/SAFETY GROUP | ADDITIONAL COMPANY INFORMATION |
|---|---|
| | |

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE ATTACHED ACORD 829

## TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES

| TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES | TOTAL MINIMUM PREMIUM ALL STATES | TOTAL DEPOSIT PREMIUM ALL STATES |
|---|---|---|
| $ | $ | $ |

## CONTACT INFORMATION

| TYPE | NAME | OFFICE PHONE | MOBILE PHONE | E-MAIL |
|---|---|---|---|---|
| INSPECTION | | | | |
| ACCTNG RECORD | | | | |
| CLAIMS INFO | | | | |

## INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, RELATIVES ( Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.

| STATE | LOC # | NAME | DATE OF BIRTH | TITLE/ RELATIONSHIP | OWNER-SHIP % | DUTIES | INC/EXC | CLASS CODE | REMUNERATION/PAYROLL |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | | | | | | | | | |
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## STATE RATING WORKSHEET

**FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM**

**RATING INFORMATION - STATE:**

| LOC # | CLASS CODE | DESCR CODE | CATEGORIES, DUTIES, CLASSIFICATIONS | # EMPLOYEES FULL TIME | # EMPLOYEES PART TIME | SIC | NAICS | ESTIMATED ANNUAL REMUNERATION/ PAYROLL | RATE | ESTIMATED ANNUAL MANUAL PREMIUM |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
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**PREMIUM**

| STATE: | FACTOR | FACTORED PREMIUM | | FACTOR | FACTORED PREMIUM |
|---|---|---|---|---|---|
| TOTAL | N / A | $ | | | $ |
| INCREASED LIMITS | | $ | SCHEDULE RATING * | | $ |
| DEDUCTIBLE * | | $ | CCPAP | | $ |
| | | $ | STANDARD PREMIUM | | $ |
| EXPERIENCE OR MERIT MODIFICATION | | $ | PREMIUM DISCOUNT | | $ |
| | | $ | EXPENSE CONSTANT | N / A | $ |
| ASSIGNED RISK SURCHARGE * | | $ | TAXES / ASSESSMENTS * | N / A | $ |
| ARAP * | | $ | | | $ |

* N / A in Wisconsin

| TOTAL ESTIMATED ANNUAL PREMIUM | MINIMUM PREMIUM | DEPOSIT PREMIUM |
|---|---|---|
| $ | $ | $ |

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

AGENCY CUSTOMER ID: THECITY01C CKADIA

## PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS | X | LOSS RUN ATTACHED

| YEAR | CARRIER & POLICY NUMBER | ANNUAL PREMIUM | MOD | # CLAIMS | AMOUNT PAID | RESERVE |
|---|---|---|---|---|---|---|
| | CO: | | | | | |
| | POL #: | | | | | |
| | CO: | | | | | |
| | POL #: | | | | | |
| | CO: | | | | | |
| | POL #: | | | | | |
| | CO: | | | | | |
| | POL #: | | | | | |
| | CO: | | | | | |
| | POL #: | | | | | |

## NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

## GENERAL INFORMATION

| EXPLAIN ALL "YES" RESPONSES | Y / N |
|---|---|
| 1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT? | N |
| 2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc) | N |
| 3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET? | N |
| 4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER? | N |
| 5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS? | N |
| 6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted) | N |
| 7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2) | N |
| 8. IS A WRITTEN SAFETY PROGRAM IN OPERATION? | N |
| 9. ANY GROUP TRANSPORTATION PROVIDED? | N |
| 10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE? | N |
| 11. ANY SEASONAL EMPLOYEES? | N |
| 12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify) | N |
| 13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS? | N |
| 14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency) | N |
| 15. ARE ATHLETIC TEAMS SPONSORED? | N |
| 16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE? | N |

## GENERAL INFORMATION (continued)

| EXPLAIN ALL "YES" RESPONSES | Y / N |
|---|---|
| 17. ANY OTHER INSURANCE WITH THIS INSURER? | N |
| 18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question) | N |
| 19. ARE EMPLOYEE HEALTH PLANS PROVIDED? | N |
| 20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES? | N |
| 21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS? | N |
| 22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____ | N |
| 23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify) | N |
| 24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S). | N |

## SIGNATURE

☐ Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.
(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

**(Applicant's Initials):** _____

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**Applicable in UT:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

| APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner) | DATE | PRODUCER'S SIGNATURE | NATIONAL PRODUCER NUMBER |
|---|---|---|---|
| | | | |

AGENCY CUSTOMER ID: THECITY01C CKADIA

# WORKERS COMPENSATION INSURANCE PLAN
## ASSIGNED RISK SECTION

DATE (MM/DD/YYYY) 09/14/2023

THIS FORM ALONG WITH AN ACORD 130 WORKERS COMPENSATION APPLICATION CONSTITUTE AN APPLICATION FOR WORKERS COMPENSATION INSURANCE PLAN (ASSIGNED RISK) COVERAGE. THIS FORM MUST BE ATTACHED TO AN ACORD 130 FOR SUBMISSION. PLEASE REFER TO THE STATE SPECIFIC INSTRUCTIONS PAGE FOR SPECIFIC REQUIREMENTS.

APPLICANT NAME: City of Durant

PROPOSED EFF DATE: 10/01/2023

## SUPPLEMENTAL INFORMATION

PAYROLL OFFICE NAME, ADDRESS AND TELEPHONE NUMBER (A PO BOX ADDRESS ALONE IS NOT ACCEPTABLE. PLEASE PROVIDE DRIVING INSTRUCTIONS IF A ROUTE ADDRESS IS SHOWN.)

STATE DEVELOPING HIGHEST PAYROLL:

| EXPLAIN ALL "YES" RESPONSES IN THE REMARKS SECTION | YES | NO |
|---|---|---|
| 1. HAS THERE BEEN PREVIOUS WORKERS COMPENSATION COVERAGE: | | |
| IN THIS STATE? | ☐ | X |
| IN ANY OTHER STATE? | ☐ | X |
| - IF NO TO BOTH QUESTIONS, WAS THIS DUE TO: ☐ NEW BUSINESS ☐ SELF INSURED-INDEP ☐ SELF INSURED-GROUP ☐ # EMPLOYEES | | |
| 2. IS THERE ANY UNPAID WORKERS COMPENSATION PREMIUM DUE OR IN DISPUTE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN, INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S). | ☐ | X |
| 3. YEAR APPLICANT'S BUSINESS BEGAN: | | |
| 4. HAS THERE BEEN A NAME CHANGE, CONSOLIDATION, MERGER, ACQUISITION, SALE, PURCHASE OR TRANSFER OF ASSETS OR OWNERSHIP CHANGE DURING THE PAST FIVE (5) YEARS? IF YES, PROVIDE A COMPLETED ERM-14 FORM. | ☐ | X |
| 5. IS APPLICANT RELATED THROUGH COMMON MANAGEMENT OR OWNERSHIP TO ANY ENTITY NOT LISTED ON THE ACORD 130 FORM, WHETHER COVERAGE IS REQUIRED OR NOT? IF YES, PROVIDE A COMPLETED ERM-14 FORM. | ☐ | X |
| 6. DO YOU LEASE WORKERS FROM A PROFESSIONAL EMPLOYER ORGANIZATION (PEO)? IF YES, REFER TO WCIP INSTRUCTIONS. NAME OF PROFESSIONAL EMPLOYER ORGANIZATION (PEO): _____ | ☐ | X |
| 7. DO YOU LEASE WORKERS TO A CLIENT COMPANY? IF YES, REFER TO WCIP INSTRUCTIONS. | ☐ | X |
| 8. ARE YOU SEEKING TO COVER THE LEASED WORKERS? IF YES, REFER TO WCIP INSTRUCTIONS. | ☐ | X |
| 9. DO YOU PROVIDE TEMPORARY ARRANGEMENT SERVICES TO OTHER EMPLOYERS? IF YES, PROVIDE A TEMPORARY LABOR CONTRACTOR EMPLOYEE FORM. | ☐ | X |
| 10. DO YOU HAVE A FRANCHISE OR LICENSING AGREEMENT? IF YES, PROVIDE A COPY OF THE AGREEMENT. | ☐ | X |
| 11. IS COVERAGE REQUESTED FOR A SPORTS TEAM? IF YES, PROVIDE NAME OF SPORTS TEAM AND DOMICILED STATE. NAME OF SPORTS TEAM: _____ DOMICILED STATE: _____ | ☐ | X |
| 12. DO TRUCKING CLASSIFICATIONS APPLY? IF YES, COMPLETE QUESTIONS 13 - 20. | ☐ | X |
| 13. DO YOU OR YOUR EMPLOYEES REGULARLY OPERATE FROM A BASE TERMINAL(S) WHICH IS (ARE) USED TO LOAD, UNLOAD, STORE OR TRANSFER FREIGHT? IF YES, PLEASE PROVIDE A LIST OF TERMINAL ADDRESSES: | ☐ | X |

| # | STREET | CITY | COUNTY | ST | ZIP CODE |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

| | | |
|---|---|---|
| 14. CAN EACH DRIVER'S STATE OF MAJORITY DRIVING TIME BE ESTABLISHED THROUGH VERIFIABLE RECORDS OR LOGS? | ☐ | X |

15. PLEASE PROVIDE A LIST OF ALL DRIVERS / HELPERS AND THEIR STATE OF RESIDENCE:

| | DRIVER NAME | TERMINAL # (SEE ABOVE) | MAJORITY DRIVING STATE | RESIDENCE STATE |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

| | | |
|---|---|---|
| 16. WHAT TYPE(S) OF GOODS ARE BEING HAULED? (e.g., coal, dry goods, explosives, scaffolding, water / waste fluids from oil field sites, etc.) | | |
| 17. DO YOU OWN THESE GOODS? | ☐ | X |
| 18. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY RETAIL STORE(S)? IF YES, PROVIDE COPY OF CONTRACT(S). | ☐ | X |
| 19. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY POSTAL SERVICE? IF YES, PROVIDE COPY OF CONTRACT(S). | ☐ | X |
| 20. WITHIN WHAT MILE RADIUS IS HAULING DONE? # MILES: _____ | | |


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| INSURANCE COMPANIES WHO HAVE OFFERED/REFUSED INSURANCE | YES | NO |
|---|---|---|
| 21. HAVE YOU RECEIVED ANY OFFERS OF VOLUNTARY COVERAGE? (INCLUDE MULTI-LINE OR RETROSPECTIVE RATING PLAN, IF APPLICABLE) IF YES, PROVIDE FULL DETAILS INCLUDING PLAN TERMS. | ☐ | ☒ |

22. INDICATE THE NUMBER OF INSURANCE COMPANIES WHICH HAVE REFUSED THE APPLICANT COVERAGE IN THE LAST 60 DAYS (OR IN ACCORDANCE WITH STATE SPECIFIC GUIDELINES): ☐

LIST COMPANY NAMES, REPRESENTATIVE NAMES, TELEPHONE NUMBERS AND DATES OF REFUSALS. REFER TO WCIP TO VERIFY REQUIREMENTS.

| COMPANY NAME | REPRESENTATIVE NAME | TELEPHONE NUMBER | DATE OF REFUSAL | COMMENTS |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| PREMIUM PAYMENT (Refer to WCIP instruction sheet for state requirements) | YES | NO |
|---|---|---|
| 23. IS THE PREMIUM FINANCED THROUGH A THIRD PARTY PREMIUM FINANCE COMPANY? IF YES, A COPY OF THE AGREEMENT MUST BE PROVIDED. | ☐ | ☐ |
| 24. IN APPLICABLE JURISDICTIONS ON QUALIFYING RISKS, IS THE LOSS SENSITIVE RATING PROGRAM (LSRP) CONTINGENCY DEPOSIT BEING PAID IN FULL AT THIS TIME? | ☐ | ☐ |

**25. INITIAL OR ESTIMATED ANNUAL DEPOSIT PREMIUM IS REQUIRED IN ORDER TO BIND COVERAGE. THE FOLLOWING PAYMENT METHODS MAY BE USED TO SUBMIT THE REQUIRED INITIAL OR DEPOSIT PREMIUM:**

1. Credit Card **(for applications submitted ONLINE at ncci.com ONLY)**
2. Electronic funds transfer (EFT) in the form of an Automated Clearing House (ACH) transaction

**Note:** For 1 and 2 above, refer to instructions provided within NCCI's ***RMAPS® Online Application Service*** payment screens. All payments by credit card and electronic funds transfer must accompany completed and signed ACORD 130 and 133 forms.

3. Check or Money Order **(for MAILED applications ONLY)**
   1. **ONLY** the following types of payment, made payable to NCCI, Inc., are acceptable:
      a. Checks: Applicant's, Cashier's, Producer's, Finance Company's
      b. Money Order
   2. All checks and money orders **MUST** be made payable to NCCI, Inc., and accompany completed and signed ACORD 130 and 133 forms.

**NO CREDIT CARD OR BANKING INFORMATION SHOULD BE ENTERED ON THE HARDCOPY ACORD 130 or 133 FORMS. A DELAY IN PROCESSING YOUR APPLICATION MAY OCCUR SHOULD THIS INFORMATION BE INCLUDED ON THE SUBMITTED FORMS.**

**By submitting this assigned risk workers compensation insurance application, the Applicant authorizes NCCI to debit the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, for the amount of this transaction. The Applicant further understands and agrees that all premium transactions and/or premium-related transactions must be processed and accepted by NCCI and the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, to be considered received by the Plan Administrator.**

**REMARKS (Attach additional sheets if more space is required)**



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## APPLICANT'S STATEMENT

The undersigned Applicant hereby certifies that he/she has read and understands the questions and statements in this application, which is comprised of both the ACORD 130 and ACORD 133 forms. In consideration of coverage being afforded under the applicable Workers Compensation Insurance Plan developed or administered by NCCI (WCIP or Plan), by signing below, the Applicant also certifies that any and/or all responses provided in or to this application, which is comprised of both the ACORD 130 and ACORD 133 forms, are true and accurate and Applicant further understands and agrees that:

- Since he/she has been unable to secure workers compensation coverage in a regular manner through any other insurance carrier or provider, this coverage is being afforded under the applicable WCIP, and that the applicable rates and rating programs charged may be higher than those in the voluntary market.
- Coverage is NOT bound until the completed and signed application is received with the required initial or estimated annual deposit premium and eligibility is determined by the Plan Administrator.
- Provided that Applicant is determined to be eligible and in good faith entitled to WCIP insurance, based upon the information provided herein or otherwise available to the Plan Administrator, coverage will be bound in accordance with WCIP rules. See the WCIP for applicable binding rules.
- In approved jurisdictions, NCCI's Voluntary Coverage Assistance Program ***(VCAP® Service)*** applies to all employers seeking coverage under the Workers Compensation Insurance Plan, and:
  - Is integrated with and operates as a supplemental program to NCCI's WCIP; and
  - Operates in conjunction with NCCI's Residual Market Application Processing System ***(RMAPS® Online Application Service)***; and
  - Is designed as a depopulation tool to provide an additional source for producers and employers to secure workers compensation coverage in the voluntary market; and
  - All applications (electronic, phone-in, or mail-in) submitted to the Plan Administrator are reviewed to determine if they meet any of the preselected criteria specified by a participating voluntary carrier; and
  - If the Applicant meets the criteria of an authorized voluntary carrier ***(VCAP® User)*** and an offer of voluntary coverage is provided, the Applicant, its representative, and/or the producer, must accept a reasonable offer of voluntary coverage in accordance with the WCIP and ***VCAP® Service*** provisions, and further Applicant will be deemed ineligible for coverage under the WCIP if Applicant does not accept such reasonable offer of voluntary coverage; and
  - If an application does not meet any ***VCAP® User's*** criteria, the application will continue through NCCI's ***RMAPS® Online Application Service.***

If deemed eligible under the WCIP and as further consideration of policy issuance under the WCIP, by signing below, the undersigned Applicant also agrees:

- To maintain a complete record of all payroll transactions in such form as the insurance company may reasonably require and that such record will be available to the company at the designated address; and
- To comply substantially with all laws, orders, rules, and regulations in force and effect issued by the public authorities relating to the welfare, health, and safety of employees; and
- To comply with all reasonable recommendations made by the insurance company relating to the welfare, health, and safety of employees; and
- To take no action in any form to evade the application of an experience rating modification determined in accordance with the applicable experience rating rules, as determined by NCCI, Inc.; and
- To comply with all WCIP rules and procedures and policy terms and conditions, including without limitation, those relating to audits, inspections, loss prevention, and/or premium payments, to maintain WCIP eligibility and coverage.

### OUTSTANDING BONA FIDE DISPUTE

The undersigned Applicant also certifies that he/she has no outstanding bona fide dispute as provided in NCCI's WCIP with any producer or company in regard to: (a) payroll records; (b) the amount of premium charged; (c) the payment of premium; (d) the carrying out of any recommendation made for the purpose of safeguarding employees; (e) the handling of any claim or accident report except the following:

_____

### LOSS SENSITIVE RATING PLAN (LSRP)

In applicable jurisdictions where the NCCI's Loss Sensitive Rating Plan (LSRP) has been approved for use, the undersigned applicant further understands and agrees that by signing below, I (applicant) acknowledge that the Loss Sensitive Rating Plan (LSRP) has been explained to me, and I agree to be bound by the terms of such plan if my standard premium meets or exceeds the premium eligibility requirement. If these conditions are met, an additional LSRP contingency deposit equal to 20% of standard premium will be required; and

- At the time of application, LSRP has been explained to applicant by the Producer submitting this application on behalf of the applicant; and
- The above referenced additional LSRP contingency deposit is in addition to the initial or deposit premium required in accordance with the WCIP.

### APPLICANT COMMUNICATIONS

1. By selecting the 'Yes' option adjacent to this #1 section, the undersigned Applicant consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by Applicant, or provided by the Producer on Applicant's behalf, to NCCI. ☐ YES ☐ NO
2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent: _____
3. By selecting the 'Yes' option adjacent to this #3 section, the undersigned Applicant consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically to the Applicant. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Applicant by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Applicant's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing. ☐ YES ☐ NO


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## APPLICANT'S STATEMENT (continued)

4. If "Yes" to #3 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent: _____

The undersigned Applicant understands and agrees that by selecting the 'Yes' option for #1 and/or #3 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier separately is required or obligated, to electronically transmit any notifications and/or communications referenced in #1 and/or #3 above to the designated email address provided by or on behalf of the Applicant in #2 and/or #4 above, as applicable. By consenting and agreeing to receive such electronically transmitted notifications and/or communications from NCCI and/or the assigned carrier, the undersigned Applicant releases, indemnifies, and holds harmless NCCI and the assigned carrier from any and all claims pertaining to electronically transmitted notifications and/or communications utilizing the Applicant's designated email address as provided to NCCI and/or the assigned carrier by or on behalf of the Applicant in #2 and/or #4 above, as applicable, and including, without limitation, any changes and/or updates to the undersigned Applicant's email address.

The undersigned Applicant further understands and agrees that he/she shall notify NCCI and the assigned carrier of any and all changes and/or updates to Applicant's email, mailing, and/or physical addresses, immediately upon making, implementing, or having knowledge of any such changes and/or updates.

**NON-COMPLIANCE WITH AGREEMENTS OR CERTIFICATIONS**

The undersigned Applicant further understands and agrees that violation of or non-compliance with any of the above agreements or certifications may result in cancellation of a policy of insurance issued under a Workers Compensation Insurance Plan and/or ineligibility for coverage under a Workers Compensation Insurance Plan.

| APPLICANT'S NAME (PRINT OR TYPE) | |
|---|---|
| SIGNATURE (MUST BE AN OFFICER, OWNER OR PARTNER) | DATE (MM/DD/YYYY) |

**REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND THE DESIGNATED PRODUCER**

## PRODUCER COMMUNICATIONS

1. By selecting the 'Yes' option adjacent to this #1 section, the undersigned Producer consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by the Producer to NCCI. ☐ YES ☐ NO

2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent:

_____

3. By selecting the 'Yes' option adjacent to this #3 section, the undersigned Producer consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Producer by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Producer's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing. ☐ YES ☐ NO

4. If "Yes" to #3 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:

_____

The undersigned Producer understands and agrees that by selecting the 'Yes' option for #1 and/or #3 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier separately is required or obligated, to electronically transmit any notifications and/or communications referenced in #1 and/or #3 above to the designated email address provided by the Producer in #2 and/or #4 above, as applicable. By consenting and agreeing to receive such electronically transmitted notifications and/or communications from NCCI and/or the assigned carrier, the undersigned Producer releases, indemnifies, and holds harmless NCCI and the assigned carrier from any and all claims pertaining to electronically transmitted notifications and/or communications utilizing the Producer's designated email address as provided to NCCI and/or the assigned carrier by the Producer in #2 and/or #4 above, as applicable, and including, without limitation, any changes and/or updates to the undersigned Producer's email address.

The undersigned Producer further understands and agrees that he/she shall notify NCCI and the assigned carrier of any and all changes and/or updates to Producer's email, mailing, and/or physical addresses, immediately upon making, implementing, or having knowledge of any such changes and/or updates.

## PRODUCER'S CERTIFICATION

THE PRODUCER ALSO CERTIFIES THAT HE/SHE HAS BEEN AUTHORIZED TO SUBMIT THE APPLICATION ON BEHALF OF THE APPLICANT AND THAT ALL INFORMATION PROVIDED ON THE ACORD 130 AND 133 IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

| AGENCY FEIN | AGENCY LICENSE NUMBER | AGENCY PHONE NUMBER (A/C,No, Ext) | AGENCY FAX NUMBER (A/C,No) |
|---|---|---|---|
| | 1017969 | (405) 523-2100 | (405) 556-2332 |

| PRODUCER RESIDENT LICENSE NUMBER | STATE | EXPIRATION DATE | PRODUCER NON-RESIDENT LICENSE NUMBER | STATE | EXPIRATION DATE |
|---|---|---|---|---|---|
| | | | | | |

| PRODUCER NAME (PRINT OR TYPE): Glen Tolentino | PRODUCER SIGNATURE | DATE (MM/DD/YYYY) |
|---|---|---|
| E-MAIL ADDRESS: | | 09/14/2023 |

**REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND THE DESIGNATED PRODUCER**


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AGENCY CUSTOMER ID: THECITY01C CKADIA

# FORMS AND ENDORSEMENTS SCHEDULE



| AGENCY | License # 1017969 | CARRIER | NAIC CODE |
|---|---|---|---|
| INSURICA | | Arch Insurance Company | 11150 |

| POLICY NUMBER | EFFECTIVE DATE | NAMED INSURED(S) |
|---|---|---|
| TBD - WCX006839900 | 10/01/2023 | City of Durant |

## FORMS AND ENDORSEMENTS

| LOC # | VEH # | BOAT # | ITEM # | FORM NUMBER | FORM NAME | EDITION DATE | COPYRIGHT OWNER CODE |
|---|---|---|---|---|---|---|---|
| | | | | 00GL025300 | Terrorism Risk Insurance Program Reauthorization Act Disclo | 01/01/2021 | |
| | | | | | Losses Redefined to Include Allocated Loss Adjustment Expe | | |
| | | | | | Volunteer Coverage - Excess Voluntary Compensation and Em | | |
| | | | | | Oklahoma Amendatory Endorsement | | |


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AGENCY CUSTOMER ID: THECITY01C CKADIA

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 1017969 | NAMED INSURED |
|---|---|---|
| INSURICA | | City of Durant<br>300 W. Evergreen Street<br>Durant, OK 74701 |
| POLICY NUMBER | | |
| TBD - WCX006839900 | | |
| CARRIER | NAIC CODE | |
| Arch Insurance Company | 11150 | EFFECTIVE DATE: 10/01/2023 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 130 FORM TITLE: WORKERS COMPENSATION APPLICATION

Your Retained Limit:
Part One - Excess Workers Compensation Insurance and Part Two – Excess Employers Liability Insurance Combined:

Your Retained Limit - Each Accident: $750,000
Your Retained Limit – Disease, Each Employee: $750,000

Our Limit of Liability:
A. Part One - Excess Workers Compensation Insurance
Limit of Liability - Each Accident: Statutory
Limit of Liability - Disease, Each Employee: Statutory

B. Part Two – Excess Employers Liability Insurance
Limit of Liability - Each Accident: $1,000,000
Limit of Liability - Disease, Each Employee: $1,000,000
Limit of Liability – Aggregate: $1,000,000

Basis of Premium
1.1930 per $100 of Payroll based on $11,603,086


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# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Brandi Nelson, HR Manager |
| **Re:** | Consider Approval of Group Life/AD&D and Dependent Life with Symetra, Employee Health and Dental Benefit Renewals with Blue Cross Blue Shield and Vision Benefit with VSP, or Take Any Other Appropriate Action |

---

Employee health benefits renewal with Blue Cross Blue Shield for the 23/24 plan year reflects no change in the City's premium for medical and dental benefits. There is a 1.21% increase in employee-paid vision benefits with VSP. All covered services, co-insurance, and deductibles from the preceding year remain the same. Group Life/AD&D and Dependent Life move from Blue Cross Blue Shield to Symetra.

**Council Information / Action Requested**

Staff recommends approval of the quoted policies for the 23/24 benefit plan year.

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

**ATTACHMENTS:**

1. 2023-2024 Renewal Overview
2. City of Durant - ancillary analysis - v1

INSURICA

# City of Durant

## 2023-2024 RENEWAL OVERVIEW

October 10, 2023

**PRESENTED BY:**

**DUSTIN BRAND, VICE PRESIDENT**

# GROUP HEALTH

## BLUE CROSS & BLUE SHIELD OF OKLAHOMA

# Group Health Policy – Blue Cross & Blue Shield

| Group Health | 2020-2021 | 2021-2022 | Current 2022-2023 | Proposed Renewal 2023-2023 | Negotiated Renewal 2023-2024 |
|---|---|---|---|---|---|
| | Blue Cross | Blue Cross | Blue Cross | Blue Cross | Blue Cross |
| | Preferred PPO | Preferred PPO | Preferred PPO | Preferred PPO | Preferred PPO |
| Employee Only | $813.50 | $752.49 | $775.07 | $775.07 | $775.07 |
| Employee & Family | $1,343.15 | $1,242.41 | $1,279.68 | $1,279.68 | $1,279.69 |
| Year-over-Year Percentage Increase | | **-7.50%** | **6.6%** | **2.%** | **0%** |
| Estimated Annual Cost | | | **$2,286,835** | **$2,327,993** | **$2,286,836** |

- The City's premium history with Blue Cross has continued to perform better than the national average!
- INSURICA was successful in negotiating a 0% rate increase for the new 2023-2024 benefit plan year. This worked to reduce the projected annual premium cost by an additional $41,158.
- INSURICA is recommending the City renew its partnership with Blue Cross' group health plan for the upcoming 2023-2024 benefit plan year.

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# GROUP DENTAL

## BLUE CROSS & BLUE SHIELD OF OKLAHOMA

BlueCross BlueShield of Oklahoma

INSURICA

# Group Dental Policy – Blue Cross & Blue Shield

| Group Dental | 2020-2021 | 2021-2022 | Current 2022-2023 | Proposed Renewal 2023-2023 |
|---|---|---|---|---|
| | Blue Cross | Blue Cross | Blue Cross | Blue Cross |
| | Dental PPO | Dental PPO | Dental PPO | Dental PPO |
| Employee Only | $36.24 | $36.24 | $33.49 | $33.49 |
| Employee & Spouse | $70.03 | $70.03 | $64.71 | $64.71 |
| Employee & Children | $67.20 | $67.20 | $62.09 | $62.09 |
| Employee & Family | $103.99 | $103.99 | $96.09 | $96.09 |
| Year-over-Year Percentage Increase | | **0%** | **-7.59%** | **0%** |
| Estimated Annual Cost | | | **$126,563** | **$126,563** |

- City of Durant's dental experience continues to outperform the market, which has allowed Blue Cross to not only maintain the policy's annual cost, but to have decreased the premium through the year-over-year history of the policy being in effect.
- INSURICA's recommendation is for the City to accept the 0% rate increase, which will allow both the City & enrolled plan members another year of coverage being offered at the same price point!

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# VISION

## VSP VISION

# Vision Policy – VSP Vision

| Group Vision | 2020-2021 | 2021-2022 | Current 2022-2023 | Renewal 2023-2023 |
|---|---|---|---|---|
| | VSP | VSP | VSP | VSP |
| | Vision Benefit | Vision Benefit | Vision Benefit | Vision Benefit |
| Employee Only | $8.58 | $8.58 | $8.58 | $8.68 |
| Employee & Spouse | $13.72 | $13.72 | $13.72 | $13.90 |
| Employee & Children | $14.01 | $14.01 | $14.01 | $14.18 |
| Employee & Family | $22.59 | $22.59 | $22.59 | $22.88 |
| Year-over-Year Percentage Increase | | **0%** | **0%** | **1.21%** |
| Estimated Annual Cost | | | **$20,886** | **$21,139** |
| Proposed Cost Increase | | | | **$253** |

- VSP has continued to provide City of Durant access to a competitive vision benefit offering. VSP has not increased the policy's premiums in 3 years but is requesting only a small 1.21% increase in premium expense for the upcoming 2023-2024 calendar year.
- INSURICA is recommending the City renew its partnership with VSP for the upcoming 2023-2024 benefit plan year by accepting the modest 1.21% increase which only increases the annual premium expense by an additional $253!

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# GROUP LIFE / AD&D

## BLUE CROSS & BLUE SHIELD OF OKLAHOMA

# Group Life / AD&D – Blue Cross & Blue Shield of Oklahoma

| Group Life / AD&D | 2020-2021 | 2021-2022 | Current 2022-2023 | Renewal 2023-2023 | Recommended 2023-2024 |
|---|---|---|---|---|---|
| | Blue Cross | Blue Cross | Blue Cross | Blue Cross | Symetra |
| | Group Life / AD&D | Group Life / AD&D | Group Life / AD&D | Group Life / AD&D | Group Life / AD&D |
| Life Insurance | $0.147 per $1,000 of benefit | $0.0147 per $1,000 of benefit | $0.162 per $1,000 of benefit | $0.162 per $1,000 of benefit | $0.155 per $1,000 of benefit |
| Accidental Death & Dismemberment | $0.02 per $1,000 of benefit | $0.02 per $1,000 of benefit | $0.02 per $1,000 of benefit | $0.02 per $1,000 of benefit | $0.02 per $1,000 of benefit |
| Year-over-Year Percentage Increase | | **0%** | **8.9%** | **6.04%** | **-3.85%** |
| Estimated Annual Cost | | | **$22,629** | **$23,996** | **$21,758** |
| Cost Change from Current | | | | **$1,368** | **-$870** |
| Cost Change from Renewal | | | | | **-$2,238** |

- City of Durant's life/ad&d policy increased by 8.9% in the current year, and the carrier proposed an additional 6.04% increase for the upcoming renewal.
- Due to ongoing concerns with Blue Cross' customer service & year-over-year rate increases, INSURICA did market outside Blue Cross with competing carriers. The market analysis identified Symetra who is an A-rated carrier which is who we are recommending succeed Blue Cross in the upcoming 2023-2024 benefit plan year.
- Symetra's proposal is $870 per year less than Blue Cross current cost & $2,238 less than Blue Cross' proposed renewal!

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# DEPENDENT LIFE

## BLUE CROSS & BLUE SHIELD OF OKLAHOMA

# Group Life / AD&D – Blue Cross & Blue Shield of Oklahoma

| Dependent Life | 2020-2021 | 2021-2022 | Current 2022-2023 | Renewal 2023-2023 | Option 2 2023-2024 |
|---|---|---|---|---|---|
| | Blue Cross | Blue Cross | Blue Cross | Blue Cross | Symetra |
| | Dependent Life | Dependent Life | Dependent Life | Dependent Life | Dependent Life |
| Rate per Family Unit Insured | $3.21 per Family | $3.21 per Family | $3.21 per Family | $3.21 per family | $3.21 per family |
| Number of United Insured | | | 83 | 83 | 83 |
| Year-over-Year Percentage Increase | | **0%** | **0%** | **0%** | **0%** |
| Estimated Annual Cost | | | **$3,197** | **$3,197** | **$3,197** |
| Proposed Cost Increase | | | | **$0** | **$0** |

- The dependent life policy is packaged with the Employer Paid Life / AD&D, so INSURICA's recommendation to move to Symetra would also include moving the dependent life to Symetra too!

INSURICA

# THANK YOU

Dustin Brand

405-761-3724

Dustin.brand@insurica.com

www.insurica.com

INSURICA INSURANCE MANAGEMENT NETWORK ®

## FINANCIAL COST ANALYSIS

| | | | |
|---|---|---|---|
| | *Current* | *Renewal* | *Alternative #1* |
| **Carrier** | **BCBS** | **BCBS** | **Symetra** |
| | | | |
| Basic Life AD&D Annual Premium | $29,380 | $30,829 | $28,457 |
| **TOTAL COST ANALYSIS** | | | |
| Annual Premium | $29,380 | $30,829 | $28,457 |
| % Difference to Current | | 4.9% | -3.1% |
| $ Difference to Current | | $1,450 | -$923 |
| % Difference to Renewal | | | -7.7% |
| $ Difference to Renewal | | | -$2,372 |
| **Contingent on Package Sale:** | | | Yes |
| **Carriers Asked to Quote:** | | | |

## LIFE AD&D

| | *Current & Renewal* BCBS | | *Alternative #1* Symetra |
|---|---|---|---|
| **PLAN PROVISIONS** | | | |
| Benefit | 1x Salary | | ✓ |
| Life AD&D Maximum | $250,000 | | ✓ |
| Guaranteed Issue | $250,000 | | ✓ |
| Reduction Schedule | 35% at age 65; 50% at age 70; 65% at age 75 | | 35% at age 65; 50% at age 70 |
| Dependent Benefits | | | |
| Spouse | $10,000 | | ✓ |
| Child(ren) | $5,000 | | ✓ |
| **ASSUMPTIONS** | | | |
| Employer Contribution | 100% | | 100% |
| Participation | 100% | | 100% |
| Rate Guarantee | 12 Months | | 36 Months |
| **FINANCIALS** | | | |
| Life Volume | $10,983,000 | | $10,983,000 |
| AD&D Volume | $10,983,000 | | $10,983,000 |
| Dependent Lives Count | 140 | | 140 |
| | **Current Rates** | **Renewal Rates** | **Proposed Rates** |
| Life Rate per $1,000 | $0.162 | $0.173 | $0.155 |
| AD&D Rate per $1,000 | $0.020 | $0.020 | $0.020 |
| Dependent Rate | $3.210 | $3.210 | $3.210 |
| | **Current Monthly** | **Renewal Monthly** | **Proposed Monthly Premium** |
| | $2,448.31 | $2,569.12 | $2,371.43 |
| | **Current Annual** | **Renewal Annual** | **Proposed Annual Premium** |
| | **$29,380** | **$30,829** | **$28,457** |
| % Difference to Current | 4.9% | | -3.1% |
| $ Difference to Current | $1,450 | | -$923 |
| % Difference to Renewal | | | -7.7% |
| $ Difference to Renewal | | | -$2,372 |

Notes:

**Disclaimer**

Our analysis of the plan costs is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future costs including utilization patterns, catastrophic claims, changes in plan design, industry trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

The proposal(s) and/or reports are an outline of the coverages proposed by the carrier(s) or in place currently, based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

If this report contains a network discount analysis it is based on a representative basket of 'goods and services' an employer's plan(s) could expect to see over the course of a year. It is in no way intended to imply a direct correlation to an employer's actual claim experience. This analysis is designed to approximate a differential in reimbursement rates among various networks in order to assess efficiency and does not in any way represent a guarantee of savings.

While we do not guarantee the financial viability of any insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (TheStreet.com). Generally, agencies that provide ratings of U.S. Insurers, including traditional insurance companies and other managed care organizations, reflects their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Rick Rumsey, Interim City Manager |
| **Re:** | Discuss and Consider City Owned Property Located at 301 N. Sixteenth, Durant, OK and Take Possible Action |

---

**Council Information / Action Requested**

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

**ATTACHMENTS:**

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Brian Heverly, Director of Public Safety |
| **Re:** | Consider Disposal of Surplus Property of Public Safety Departments |

---

**Council Information / Action Requested**

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

**ATTACHMENTS:**
1. PD Surplus Radios
2. Requested Disposal Items (EM Fire Police) (OCT23)

# Durant Police Department

## INTER-OFFICE CORRESPONDENCE

**To: Brian Heverly, Durant Public Safety Director**
**From: Chris Marcy, Administrative Lieutenant**
**Date: 09-28-23**
**Re: Request to surplus items**

**The Durant Police Department currently has seventeen (21) Motorola Radius P1225 handheld radios in its inventory. These radios operate on VHF frequency and are not compatible with the Bryan County Communication Center digital system. The serial numbers for those radio bodies (no antenna or battery) are listed below.**

| | | |
|---|---|---|
| 475YCU1163 | 475YDN3485 | 475YDJ4402 |
| 475YDQ0401 | 475YCJ4015 | 475YCJ4293 |
| 475YDQ0404 | 475YCJ4307 | 475YDL0726 |
| 475YDQ0424 | 475YDJ3845 | 475YDN3502 |
| 475YEC0863 | 475YEG1911 | 475YDN3492 |
| 475YDN3507 | 475YDJ3823 | 475YDJ3900 |
| 475YCJ4108 | 475YDJ3889 | 475FAY7426 |

**Additional equipment associated with the Radius P1225**

**Eighteen (18) chargers**
**Sixteen (16) batteries**
**Nine (9) antennas**
**One (1) external microphone**

LT. C. MARCY

**Lt. Chris Marcy #43**

# Durant Police Department

## INTER-OFFICE CORRESPONDENCE

**To: Brian Heverly, Durant Public Safety Director**
**From: Chris Marcy, Administrative Lieutenant**
**Date: 09-23-23**
**Re: Request to surplus items**

**The Durant Police Department currently has thirty-three (33) Motorola CP200 handheld radios in its inventory. These radios operate on VHF frequency and are not compatible with the Bryan County Communication Center digital system. The serial numbers for those radio bodies (no antenna or battery) are listed below.**

| | | |
|---|---|---|
| 018THAT845 | 018THAT823 | 018THAT832 |
| 018THAT841 | 018THAT811 | 018THAT818 |
| 018THAT827 | 018THAT826 | 018TKS6704 |
| 018TKS7811 | 018TKS8002 | 018TKS7809 |
| 018TKG0898 | 018TKG0907 | 018TLYR152 |
| 018TWLB438 | 018TWLB452 | 018TKLS979 |
| 018THSL877 | 018TWLB436 | 018THSL879 |
| 018THSL878 | 018THSL881 | 018THLB785 |
| 018THSL992 | 018THSL874 | 018THLB435 |
| 018TWLB444 | 018THSL869 | 018TGCJ278 |
| 018THSL875 | 018THSL872 | 018THSL996 |

**Additional equipment associated with the CP200**

**Thirty-two (32) chargers**
**Eleven (11) charger cords**
**Twenty-seven (27) batteries**
**Thirty (30) antennas**

J. C. MARCY

**Lt. Chris Marcy #43**

# Durant Police Department

## INTER-OFFICE CORRESPONDENCE

**To: Brian Heverly, Durant Public Safety Director**
**From: Chris Marcy, Administrative Lieutenant**
**Date: 09-28-23**
**Re: Request to surplus items**

**The Durant Police Department currently has eleven (11) Motorola CP200XL3 handheld radios in its inventory. These radios operate on VHF frequency and are not compatible with the Bryan County Communication Center digital system. The serial numbers for those radio bodies (no antenna or battery) are listed below.**

| | | |
|---|---|---|
| **018TMUE730** | **018TMUE762** | **018TMUE759** |
| **018TMUE747** | **018TMUE763** | **018TMUE713** |
| **018TMUE714** | **018TMUE702** | **018TMUE725** |
| **018TMND536** | **018TMND510** | |

**Additional equipment associated with the CP200XL3**

**Twelve (12) batteries**
**Ten (10) antennas**
**Fourteen (14) external microphones**

LT. C. MARCY

**Lt. Chris Marcy #43**

# Durant Police Department

## INTER-OFFICE CORRESPONDENCE

**To: Brian Heverly, Durant Public Safety Director**
**From: Chris Marcy, Administrative Lieutenant**
**Date: 09-28-23**
**Re: Request to surplus items**

**The Durant Police Department also has one (1) Motorola HT750 radio (with antenna and charger) – serial # 672HEBM296.**

**This radio operates on VHF frequency and is not compatible with the Bryan County Communication Center digital system.**

LT. C. MARCY

**Lt. Chris Marcy #43**

| Department | Item | Serial / VIN / other ID # |
|---|---|---|
| 005 Police | Weapon Part | N/A |
| 005 Police | Weapon Part | N/A |
| 005 Police | GPS | Unreadable |
| 005 Police | GPS | Unreadable |
| 005 Police | Weapon Part | N/A |
| 005 Police | Weapon Part | N/A |
| 005 Police | Weapon Accessory | DPD004 |
| 005 Police | Weapon Accessory | DPD007 |
| 005 Police | Weapon Accessory | DPD008 |
| 005 Police | Weapon Accessory | Unknown |
| 005 Police | Weapon Accessory | Unknown |
| 005 Police | Weapon Accessory | Unknown |
| 005 Police | Weapon Accessory | Unknown |
| 005 Police | Camera Accessory | Unknown |
| 005 Police | Range Equipment | N/A |
| 005 Police | Handheld VHF Radios | see attached |
| 005 Police | Handheld VHF Radios | see attached |
| 005 Police | Handheld VHF Radios | see attached |
| 005 Police | Handheld VHF Radio | see attached |
| 018 Emergency Management | Gulfstream FEMA trailer | 1NL1GTR2961042783 |
| 018 Emergency Management | Gulfstream FEMA trailer | 1NL1GTR2461043534 |
| 018 Emergency Management | Radio Console Model #4010 | SN028593 |
| 018 Emergency Management | Radio Console Model #4011 | 01782-060 |
| 018 Emergency Management | Security System | 57166 |
| 018 Emergency Management | Badging System | N/A |
| 018 Emergency Management | Storm Siren | Unknown |
| 018 Emergency Management | Storm Siren | Unknown |
| 018 Emergency Management | Storm Siren | Unknown |
| 018 Emergency Management | Storm Siren | Unknown |
| 018 Emergency Management | Storm Siren | Unknown |
| 018 Emergency Management | Pager System | Unknown |
| 018 Emergency Management | Base Radio | 474CCR0268 |
| 018 Emergency Management | Cargo Trailer | 22820090748 |
| 018 Emergency Management | Cargo Trailer | 22820090742 |
| 018 Emergency Management | Rotary Air Compressor | 159297 |
| 018 Emergency Management | Portable Radios | Various |

To: Mayor and City Council Members

From: Paul Buntz, Interim Economic Development Director

Re: Consideration Approval of Small Business Grants

Date: October 4, 2023

There were 3 applications for $5,000 small business grants that were in process but not submitted for approval when I assumed my duties in late July: Main Street Chiropractic, Wrights Drive-In, and La Gruta Restaurant. I checked with Larry Adams with the SBDC who did the required training and confirmed that all 3 businesses have completed the required training. All 3 have plans to make improvements to their business with grant funds, as follows:

1. Main Street Chiropractic—Medical laser.
2. La Gruta—Tables and chairs, rotisserie, signage, tortilla machine, flat top corral, shelving.
3. Wrights Drive-In: Cover for Walk-in Freezer and Dry Storage.

The Durant Industrial Authority at its meeting of October 3, 2023, approved following:

1. A budget transfer of up to $15,000 to fund 3 additional $5,000 small business grants. This action was necessary because all of the funds budgeted for small business grants in the Industrial Authority Fund 20 lapsed at the end of June.
2. The Industrial Authority approved a recommendation going forward that all Small Business Grants be made on the condition that no grant funds would be released until the small business expenditures have been completed with evidence of payment.
3. The approval of 3 small business grant applications from Main Street Chiropractic, La Gruta, and Wrights Drive-In. Copies of the applications are attached.

These 3 applications are forwarded to the Durant City Council for your consideration and final approval, having already been approved by the Durant Industrial Authority at its October 3rd meeting. It should be further noted that approval of these 3 applications will bring the Small Business Grant Program to completion.

# Durant Industrial Authority
# Small Business Grant Program
# Application Package

Jay Hauptman
(Name of Applicant)

7/24/23
(Date Submitted)

Jay Hauptman
(Signature of Applicant)

$5,000.00
(Grant Amount Requested)

**Application Submission:**
**The application must be signed by the business owner.**

**Mail to:**
**Durant Industrial Authority**
**ATTN: Lisa Taylor**
**PO Box 578**
**Durant, OK 74701**

**Or, Deliver to:**
**Durant Industrial Authority**
**10 Waldron Road**
**Durant, OK 74701**

**Please call (580) 924-7254 with questions.**

**Completed applications can also be submitted electronically as a PDF to econdev@durant.org.**

# Small Business Grant Program Application

## I. INFORMATION ABOUT THE BUSINESS

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

Legal Name of Business: Main Street Chiropractic LLC

Trade Name/DBA Main Street Chiropractic

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

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

Business Address: 417 W. Main Street

City: Durant Zip Code: 74701

Mailing Address (if different from physical address): Same

City: _____ State: _____ Zip Code: _____

E-Mail: _____

Business Phone: _____ Mobile Number: _____

Year Business Established: 2022

Current number of employees: Full-time Self Part-time –

Federal ID # 88-3400993 NAICS Code 621310

Business Website: mainstreetchiropracticllc

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

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

Full Service Chiropractic Clinic

Use this space to add any other relevant information about you and/or your business:

_____

_____

_____

_____

## II. BUSINESS OWNER INFORMATION

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

Owner's Name: Jay Hauptman Title: President

Percentage of Ownership: 100%

Home Address: 5409 Boardwalk Ct City: Durant State: OK Zip Code: 74701

Telephone: 7199644996 E-Mail: jayhauptmandc@gmail.com

Owner's Name: _____ Title: _____

Percentage of Ownership: _____

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

Telephone: _____ E-Mail: _____

## III. GRANT INFORMATION

Amount of Grant Funding Request: $ 5000.00

List Other Funding Sources (if any) and Identify Amounts (Attach additional sheet if more space is needed).

SEE IV. USE of Funds next page $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

Total Project Estimate: $ _____

**Please describe how this grant will help your business:**

Medical laser will expand my scope, increase my ability to serve and uniquely position myself in this market.

**Please describe how the business will continue operating once the grant funds have been spent:**

Main Street Chiropractic will continue to serve patients with patient centered affordable health care.

**Please describe assets (equipment, tools, technology infrastructure and upgrade, professional services) to be acquired with grant funding (if applicable) and why they are needed for the business:**

Summus Class 4, multi wavelength medical laser

## IV. USE OF FUNDS

**Please list how the funds will be utilized. All expenditures must be reasonable, allowable and necessary for the activities of the business requesting the funding. Due to limited funding, applicants are advised to prioritize grant requests to one or more related items that will significantly impact the business (Please attach additional sheet if more space is needed).**

| | |
|---|---|
| Summus Class 4 Laser $16,100 | $ 5000 |
| | $ |
| | $ |
| | $ |
| | Total $ |

## V. SIGNATURES

All property/business owners, partners, etc. must sign this application form. If there are any questions, please call Economic Development staff at (580) 924-7254.

I certify that I have read and understand the Durant Small Business Grant program guidelines and that the information contained herein is true, complete and correct to the best of my knowledge. I certify that I have authority to apply for this grant on behalf of the business described herein. I understand that this information may be made available for public review and is subject to the Oklahoma Freedom of Information Act. In the event of grant approval, I grant permission to the Durant Industrial Authority and its designees to release publicity articles regarding the financing of the project. A personal credit check of the principal owner and/or key individuals, as well as a background check, may be made. By signing below, I agree that the grant will be used for business purposes only and not for household, personal or consumer usage. I understand that any willful misrepresentation on this application and any other grant related documents could result in a requirement to repay grant funds and/or a violation of Local, State and/or Federal code.

| | |
|---|---|
| Name (Print) Jay Hauptman | Name (Print) _____ |
| Signature Jay Hauptman | Signature _____ |
| Date 7/23/23 | Date _____ |
| E-mail info@ministreetchiropractic.llc | E-mail _____ |
| Name (Print) _____ | Name (Print) _____ |
| Signature _____ | Signature _____ |
| Date _____ | Date _____ |
| E-mail _____ | E-mail _____ |

## VI. REQUIRED ATTACHMENTS FOR ALL APPLICATIONS

- ☑ Company's Business Plan
- ☑ Copy of Certificate of Occupancy from the City of Durant
- ☑ Completed Current W-9
- ☑ Copy of Certificate of Good Standing from the Oklahoma Secretary of State
- ☑ Certification of Completion from Business Training or Bootcamp, as listed in Guidelines
- ☑ Unexpired Government Issued Identification (Passport, Drivers' License etc.)
- ☑ Any Other Information That Will Assist Our Review Committee in Evaluating Your Grant Request.

# BUSINESS EDUCATION

| Module | Hours | Completion Date | Organization (OKSBDC, REI, or CN Business Dev) | Advisor Signature | Notes |
|---|---|---|---|---|---|
| Business Plan* | | | | | |
| Financial Plan* | | | | | |
| Human Resources* | | | | | |
| Marketing* | | | | | |
| Business Continuity* | | | | | |
| Ecommerce* | | | | | |
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* Indicates a required module

# Main Street Chiropractic Business Plan

## Executive Summary

Dr. Hauptman has been serving the Durant area with quality Chiropractic care since 2019. In August of 2022 he opened his own office on Main Street – Main Street Chiropractic – 417 W. Main Street, Durant Oklahoma. Having his own business has allowed Dr. Hauptman to select the best elements of his years of experience to serve his patients with the highest level of care and commitment, all while being sensitive to the current economic climate. The focus at Main Street Chiropractic is the patient, and the patient's health and well-being.

Dr. Hauptman is trained in many Chiropractic techniques and with his diverse skill set he is able to tailor his care to the patient's needs. In addition to the traditional Chiropractic adjustment, Main Street Chiropractic provides soft tissue therapy, rehabilitation and exercise-based protocol as well as nutritional education for a holistic approach to patient health care.

Between managing overhead and providing a broad set of Chiropractic and wellness therapies, Main Street Chiropractic is uniquely positioned in Durant to offer concierge level services at a budget level of expense. Patients who experience Dr. Hauptman's care are routinely pleasantly surprised at his care and affordability.

### Mission

Dr. Hauptman returned to school to earn his doctorate in Chiropractic as a second career after personally witnessing the positive effects of Chiropractic. Previously he had never seen a doctor able to actually fix something, and after seeing how Chiropractic care can help the body heal, he was motivated to care for others the way he had experienced. Therefore, Main Street Chiropractic exists to support the health and well-being of the people of the Durant area through quality and affordable Chiropractic care, functional movement coaching and nutritional support and education.

### Demographics

Main Street Chiropractic serves the broader population of Southeastern Oklahoma from pre-natal care, infants only weeks old and all the way up to patients in their 90s. He treats both men and women, physically active or sedentary – everyone can benefit the care at Main Street Chiropractic.

### Startup summary

Dr. Hauptman's philosophy is to avoid debt whenever possible. As such, he self-funded his business start. This included the purchase of 3 Chiropractic tables, rehabilitation equipment, physical furnishings

and décor items, as well as all the necessary administrative expenses such as insurance and licensing fees.

**Financials**

- Rent **$750.00** per month (Less $300 per month massage therapist sub-lease)
- Utilities **$250.00** per month
- Insurance **$60.00** month
- Internet and phone **$130.00** per month
- Advertising varies – not to exceed **$100.00** per month
- Miscellaneous chiropractic and housekeeping supplies **$100.00** per month

**Grant use**

Medical Laser therapy activates the tissues at the cellular level and stimulates the mitochondria of the cell, which increases cellular oxygenation, blood flow and reduces edema which all promote healing. Dr. Hauptman can personally testify to the effectiveness of Medical Laser therapy. During his Chiropractic education he dislocated his toe. He was treated with laser and the results were remarkable.

An investment in a Medical Laser would be an investment in his patients' health and would serve to treat any number of soft tissue injuries such as rotator cuff damage, sprained ankles, arthritic hips and the like. Further, Laser Therapy has been documented to successfully treat peripheral neuropathy.

Treatment of peripheral neuropathy would increase Main Street Chiropractic's reach and would serve a broader portion of the Durant area population. It would also uniquely position Dr. Hauptman as the sole Medical Laser provider in the area.

With the **$5000** grant Main Street Chiropractic will use the finances as a down payment against the cost of a Summus Class 4 high energy, multi wavelength, laser.

- Summus H1 15 W Class 4 - $16,100.00

# THE CITY OF DURANT
# CERTIFICATE OF OCCUPANCY
## Application

| | |
|---|---|
| **Project Address:** 417 W. Main Street, Durant OK, 74701 | Date 2/20/23 |
| Legal Description: Main Street Chiropractic LLC. | |

**Property Owner's Information:**

| Name: | Home # | Cell # | |
|---|---|---|---|
| Martin Van Meter | | | |
| **Address:** | **City** | **State** | **Zip** |
| 419 W. Main Street | Durant | OK | 74701 |

**Business Information:**

| Business Name: | Office # | Email | |
|---|---|---|---|
| Main Street Chiropractic | (580) 205-7966 | info@mainstreetchiropractic.llc | |
| Contact Person: Jay Hauptman | Title President | Cell # 719-964-4996 | |
| **Address:** | **City** | **State** | **Zip** |
| 417 W. Main Street | Durant | OK | 74701 |

| | |
|---|---|
| Business type Chiropractic | Size of building 850 +/- |
| # of Employees 1 | # of Customers 10/day |

**I understand that I am responsible for ensuring that all applicable sales and use taxes are paid for all materials purchased. I also understand that I will be required to submit documentation to the Community Development Department showing proof of payment, either to the vender or directly to the Oklahoma Tax Commission. Certificate of Occupancies will not be issued until such documentation has been received and verified.**

I hereby certify that statements in this application and the attachments hereto are true and correct and that the property owner has given permission for this work to proceed. I further certify that all construction work done under this permit will conform to the attached plans, specifications and drawings and to the Code of Ordinances of the City of Durant and that all electrical, plumbing, mechanical, fence, sign and driveway construction shall be performed by contractors licensed by the state of Oklahoma and City of Durant (if applicable)

Owner or Agents Signature: Jay Hauptman

Community Development Director: DOMeal

Signature certifies that the above address meets all zoning and other code requirements.

Inspector Shawn Jordan

Fire Marshal Brent Brooks

**FEE $150**

Building Official: 580-931-6612

Fire Marshall: 580-924-2358

300 West Evergreen • P.O. Box 578 • Durant, Oklahoma 74702 • (580) 931-6610 • Fax (580) 924-3490
www.durant.org

# Durant Industrial Authority
# Small Business Grant Program
# Application Package

Jeannelle D. Powery

(Name of Applicant)

7/26/2023

(Date Submitted)

(Signature of Applicant)

$5,000.00

(Grant Amount Requested)

Application Submission:
The application must be signed by the business owner.

Mail to:
Durant Industrial Authority
ATTN: Lisa Taylor
PO Box 578
Durant, OK 74701

Or, Deliver to:
Durant Industrial Authority
10 Waldron Road
Durant, OK 74701

Please call (580) 924-7254 with questions.

Completed applications can also be submitted electronically as a PDF to econdev@durant.org.

# Small Business Grant Program Application

## I. INFORMATION ABOUT THE BUSINESS

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

Legal Name of Business: La Gruta

Trade Name/DBA _____

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

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

Business Address: 119 S. 2nd Ave

City: Durant Zip Code: 74701

Mailing Address (if different from physical address): _____

City: _____ State: _____ Zip Code: _____

E-Mail: la.gruta.food@gmail.com

Business Phone: _____ Mobile Number: 951 322 7059

Year Business Established: 2023

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

Federal ID # _____ NAICS Code _____

Business Website: _____

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

Please provide a description of the business and services/products offered:
La Gruta is a casual dining restaurant, that offers fresh, high quality food made from scratch. We have a rotating menu allowing us to offer seasonal products. We offer fresh made tortillas implementing organic non gmo products. We are also very conscientious about sustainability so our take out containers are compostable and we generate minimal waste.

Use this space to add any other relevant information about you and/or your business:

_____

_____

_____

_____

## II. BUSINESS OWNER INFORMATION

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

Owner's Name: Jeannelle D. Powery Title: _____

Percentage of Ownership: _____

Home Address: 1000 Bear Path City: Calera State: OK Zip Code: 74730

Telephone: 9513277059 E-Mail: la.grita.food@gmail.com

Owner's Name: _____ Title: _____

Percentage of Ownership: _____

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

Telephone: _____ E-Mail: _____

## III. GRANT INFORMATION

Amount of Grant Funding Request: $ 5000

List Other Funding Sources (if any) and Identify Amounts (Attach additional sheet if more space is needed).

Small Business Start Up Funds $ 2000.00

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

Total Project Estimate: $ 7000.00

Please describe how this grant will help your business:

This grant will help impulse the business allowing us to respond to the increase in demand by purchasing equipment and furnishings.

Please describe how the business will continue operating once the grant funds have been spent:

The business will continue to operate under its revenue but with a more profitable projection after investing with the grant funds.

Please describe assets (equipment, tools, technology infrastructure and upgrade, professional services) to be acquired with grant funding (if applicable) and why they are needed for the business:

We plan on purchasing equipment to make tortillas allowing a faster more efficient service. Having a more efficient service we will be able to respond to demand and offer customers a more comfortable service.

## IV. USE OF FUNDS

Please list how the funds will be utilized. All expenditures must be reasonable, allowable and necessary for the activities of the business requesting the funding. Due to limited funding, applicants are advised to prioritize grant requests to one or more related items that will significantly impact the business (Please attach additional sheet if more space is needed).

| | |
|---|---|
| Dining tables and chairs | $ 500.00 |
| Vertical Rotisserie | $ 300.00 |
| Updated Signage | $ 1000.00 |
| Tortilla Machine | $ 2500.00 |
| Flat top Comal | $ 200.00 |
| Shelving | 500.00 |
| | Total $ 5000.00 |

## V. SIGNATURES

All property/business owners, partners, etc. must sign this application form. If there are any questions, please call Economic Development staff at (580) 924-7254.

I certify that I have read and understand the Durant Small Business Grant program guidelines and that the information contained herein is true, complete and correct to the best of my knowledge. I certify that I have authority to apply for this grant on behalf of the business described herein. I understand that this information may be made available for public review and is subject to the Oklahoma Freedom of Information Act. In the event of grant approval, I grant permission to the Durant Industrial Authority and its designees to release publicity articles regarding the financing of the project. A personal credit check of the principal owner and/or key individuals, as well as a background check, may be made. By signing below, I agree that the grant will be used for business purposes only and not for household, personal or consumer usage. I understand that any willful misrepresentation on this application and any other grant related documents could result in a requirement to repay grant funds and/or a violation of Local, State and/or Federal code.

Name (Print) Jeannelle D. Powery

Signature

Date

E-mail jeannellepowery@gmail.com

Name (Print) _____

Signature _____

Date _____

E-mail _____

Name (Print) _____

Signature _____

Date _____

E-mail _____

Name (Print) _____

Signature _____

Date _____

E-mail _____

## VI. REQUIRED ATTACHMENTS FOR ALL APPLICATIONS

- ☑ Company's Business Plan
- ☑ Copy of Certificate of Occupancy from the City of Durant
- ☑ Completed Current W-9
- ☑ Copy of Certificate of Good Standing from the Oklahoma Secretary of State
- ☑ Certification of Completion from Business Training or Bootcamp, as listed in Guidelines
- ☑ Unexpired Government Issued Identification (Passport, Drivers' License etc.)
- ☑ Any Other Information That Will Assist Our Review Committee in Evaluating Your Grant Request.

# BUSINESS EDUCATION

| Module | Hours | Completion Date | Organization (OKSBDC, REI, or CN Business Dev) | Advisor Signature | Notes |
|---|---|---|---|---|---|
| Business Plan* | | | | | |
| Financial Plan* | | | | | |
| Human Resources* | | | | | |
| Marketing* | | | | | |
| Business Continuity* | | | | | |
| Ecommerce* | | | | | |
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* Indicates a required module

# La Gruta: Signature Cuisine
# Business Plan

## Executive Summary

La Gruta is a casual dining restaurant located in Historic downtown Durant. Our goal is to cater fresh, high-quality food to our customers, provide employment opportunities, and grow the brand to an extended larger market. The main characteristic that separates us from other restaurants is our authentic scratch cooking and the freshly made tortillas prepared with non-gmo heirloom corn masa. We also place an emphasis on sustainability and sourcing compostable take-out containers. Our aim is to source the highest quality product that is reflected in the flavor of the dishes we offer.

## Mission

We offer a high-quality fresh food option to foodies of all ages in the Texoma region, implementing processes that offer the freshest product possible.

We have been in the food and beverage business for over 20 years, providing us with a wide range of experience in the field.

To achieve this mission, La Gruta Signature Cuisine is seeking $5000 dollars from the Durant Industrial Authority for business expansion, equipment additions, and tool upgrades.

La Gruta's competitive advantage lies in its location, ambience, convenience, and five-star reputation.

## Demographic

Frequent customers at La Gruta includes all genders, ethnic backgrounds and ages, but mainly those with purchasing power ranging from 18-65. Our unique hours offer locals a broader range of food options as well as tourists entering or leaving our area during those hours.

## Startup summary

Start-up funds went to POS system, Tablet set up for better administration of financials, surveillance Cameras, and Digital Menu.

**Financials**

- Rent for the building is **$1800.00** monthly
- Electricity has been running **$330.00** monthly
- Water for the business is **$85.00** monthly
- Internet and phone for the business is **$130.00** monthly
- Gas services have been averaging **$185.00** monthly with our current operating hours
- Running Food Cost of **33%**
- Insurance for the business is **$60.00** monthly

**Grant use**

With the **$5000** La Gruta will be able to add equipment that will make for more efficient operations and comfort for our guests such as a tortilla machine, shelving, vertical rotisserie, dining tables, chairs, updated signage.

- New dining tables and chairs will allow for more comfortable seating increasing the number of customers we could serve per hour. **($500)**
- A vertical rotisserie to make specialized dishes (**$300)**
- New signage for the store front and inside the venue **($1000.00)**
- Tortilla machine to meet tortilla demand and allow us to offer our unique heirloom corn tortillas in retail sale **($2500)**
- A flat top to extend our cooking space to be able to meet demand during peak hours **($200)**
- Shelving to optimize space in the kitchen **($500)**

# Durant Industrial Authority
# Small Business Grant Program
# Application Package

Courtney Epps
(Name of Applicant)

(Date Submitted)

Courtney Epps
(Signature of Applicant)

$5,000.00
(Grant Amount Requested)

Application Submission:
The application must be signed by the business owner.

Mail to:
Durant Industrial Authority
ATTN: Lisa Taylor
PO Box 578
Durant, OK 74701

Or, Deliver to:
Durant Industrial Authority
10 Waldron Road
Durant, OK 74701

Please call (580) 924-7254 with questions.

Completed applications can also be submitted electronically as a PDF to econdev@durant.org.

# Small Business Grant Program Application

## I. INFORMATION ABOUT THE BUSINESS

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

Legal Name of Business: Wright's Drive In LLC

Trade Name/DBA Wrights Drive In

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

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

Business Address: 319 S. 9th Ave

City: Durant Zip Code: 74701

Mailing Address (if different from physical address): _____

City: _____ State: _____ Zip Code: _____

E-Mail: wrightsdrivein@gmail.com

Business Phone: 580 924-4793 Mobile Number: 580 931-6039

Year Business Established: 2015

Current number of employees: Full-time 8 Part-time 4

Federal ID # 47-5472648 NAICS Code 722511

Business Website: —

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

Please provide a description of the business and services/products offered:
We are a full-service restaurant providing quality food + stellar service to the Durant community for decades. While known for burgers, we serve a varied menu from chicken fried steak + homemade meatloaf to delicious shakes + floats. We are truly an old-fashioned drive in, car hops + all! We offer dine in, drive in, or call in service.

Use this space to add any other relevant information about you and/or your business:

_____

_____

_____

_____

## II. BUSINESS OWNER INFORMATION

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

Owner's Name: Courtney Epps Title: Owner

Percentage of Ownership: 100%

Home Address: 827 S. 3rd Street City: Calera State: OK Zip Code: 74730

Telephone: 580 931-6039 E-Mail: wrightsdrivein@gmail.com

Owner's Name: _____ Title: _____

Percentage of Ownership: _____

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

Telephone: _____ E-Mail: _____

## III. GRANT INFORMATION

Amount of Grant Funding Request: $ 5000.00

List Other Funding Sources (if any) and Identify Amounts (Attach additional sheet if more space is needed).

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

Total Project Estimate: $ _____

Please describe how this grant will help your business:

Equipment failures are difficult to deal with and costly. Repairs on commercial equipment lose time, energy, + funds that could go to other things. My walk-in freezer equipment needs to be covered + protected from weather to run more efficiently.

Please describe how the business will continue operating once the grant funds have been spent:

Once the walk-in freezer + cooler, along with the dry storage, are covered from the elements, the very expensive equipment will run more efficiently with less wear + tear. This will allow us to focus more on the business at hand, + not equipment failures.

Please describe assets (equipment, tools, technology infrastructure and upgrade, professional services) to be acquired with grant funding (if applicable) and why they are needed for the business:

A carport of sorts will be built over the west side of the building, covering the walk in freezer/cooler as well as dry storage. This will be the building block of the ultimate goal of completely closing in that area + creating more temperature controlled prep/storage area.

## IV. USE OF FUNDS

Please list how the funds will be utilized. All expenditures must be reasonable, allowable and necessary for the activities of the business requesting the funding. Due to limited funding, applicants are advised to prioritize grant requests to one or more related items that will significantly impact the business (Please attach additional sheet if more space is needed).

| | |
|---|---|
| Carport/metal covering for walk in + dry storage | $ 6000.00 |
| Cameras/security systems | $ 2500.00 |
| | $ |
| | $ |
| Total | $ 8500.00 |

## V. SIGNATURES

All property/business owners, partners, etc. must sign this application form. If there are any questions, please call Economic Development staff at (580) 924-7254.

I certify that I have read and understand the Durant Small Business Grant program guidelines and that the information contained herein is true, complete and correct to the best of my knowledge. I certify that I have authority to apply for this grant on behalf of the business described herein. I understand that this information may be made available for public review and is subject to the Oklahoma Freedom of Information Act. In the event of grant approval, I grant permission to the Durant Industrial Authority and its designees to release publicity articles regarding the financing of the project. A personal credit check of the principal owner and/or key individuals, as well as a background check, may be made. By signing below, I agree that the grant will be used for business purposes only and not for household, personal or consumer usage. I understand that any willful misrepresentation on this application and any other grant related documents could result in a requirement to repay grant funds and/or a violation of Local, State and/or Federal code.

Name (Print) Courtney Epps

Signature Courtney Epps

Date _____

E-mail wrightsdrivein@gmail.com

Name (Print) _____

Signature _____

Date _____

E-mail _____

Name (Print) _____

Signature _____

Date _____

E-mail _____

Name (Print) _____

Signature _____

Date _____

E-mail _____

## VI. REQUIRED ATTACHMENTS FOR ALL APPLICATIONS

- ☑ Company's Business Plan
- ☑ Copy of Certificate of Occupancy from the City of Durant
- ☑ Completed Current W-9
- ☑ Copy of Certificate of Good Standing from the Oklahoma Secretary of State
- ☑ Certification of Completion from Business Training or Bootcamp, as listed in Guidelines
- ☑ Unexpired Government Issued Identification (Passport, Drivers' License etc.)
- ☑ Any Other Information That Will Assist Our Review Committee in Evaluating Your Grant Request.

# BUSINESS PLAN

319 S. 9th Ave. ▪ Durant, OK

**FAMILY OWNED & OPERATED SINCE 1979**

August 2023

Courtney Epps
wrightsdrivein@gmail.com

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# *Executive Summary*

Our hometown drive-in & diner was established in the 1940s originally as Emrick's Dairy Mart. After years of success, it was purchased by the Wright family with continued prosperity. In 1979, my parents purchased Wright's, steadily continuing a long-standing reputation of great food and stellar service. After thirty-seven hard-working years, it was time for my parents to retire. Wishing to keep the restaurant family owned, I purchased Wright's and strive to continue the legacy of delicious food, welcoming service, and a hometown atmosphere that defines Wright's Drive In.

I purchased Wright's in November 2015. Even after almost eight years, I still learn things about this industry every day. The employees, the market, the technology, the building, the products all change over time. But what hasn't changed in the atmosphere of Wright's, and that's a huge part of what brings customers back.

Wright's is set up as an LLC, it's actually Wright's Drive In, LLC. The property is owned by Next Generation Holdings, LLC. Both are single-member LLCs with me being the only member. Wright's is a full-service restaurant specializing in burgers and fries; however, we have a full menu including chicken fried steaks, hamburger steak, steak sandwiches, chili dogs, chicken strips, and much more.

This business has had many years of success, and with the education and drive that I have, along with several committed long-term staff, Wright's has the potential to grow and succeed for many years to come.

# Products and Services

Wright's Drive In is a full-service restaurant, providing quality food and great service to the Durant community for decades. We offer dine-in, drive-in, or call-in service. Uniquely, we are truly a locally owned drive in, and our car hops truly come to your vehicle to take your order and answer any questions. Our dining room offers thirteen tables for dining with family, friends, or co-workers. The dining room hasn't changed much over the last thirty years or so, which makes the nostalgic décor even more fitting for the old-fashioned atmosphere that draws many to Wright's. We offer a full menu for call in service for customers who wish to take advantage of that service, as well as a full menu for dine-in customers.

The menu at Wright's has changed a bit over the many years of service, but not much! We are known for our burgers, there's no way to go wrong with an old-fashioned Wright's Drive In burger. It's a ¼ pound patty, served on a 5" bun, with all the fixings if you like. We will make it fresh when ordered and tailored to each customer. While some enjoy the classic mustard burger with all the vegetables, some prefer to change it up and we happily accommodate those requests.

# Market Analysis & Strategy

Wright's Drive In is located in the city limits of Durant, Bryan County, Oklahoma. It is in the southeastern part of the state, local to the Red River, Lake Texoma, and near several attractions in the area. Durant is home to about 19,000 people with the far majority being white (65.9%) and a large number of American Indian (13.1%) according to Data USA.

What Wright's offers is a unique, nostalgic experience. While there is competition in the restaurant industry, there are very few locally owned drive-in restaurants, and no others in Bryan County. There was a time years ago when you would see places like Wright's all over small-town America. Unfortunately, those days have passed, and now more and more franchise restaurants are prevalent.
Pricing is imperative to the success of any business, and Wright's is no different. Wright's pricing is tailored to this rule; 30% being spent on food costs, 30% being spent on overhead, 30% being spent on payroll, which leaves a profit of 10% (30/30/30/10). Therefore, pricing for a specific menu item is calculated based on this rule. If a plate costs $5.00, the price charged to the customer for that exact plate is calculated as follows:

$5.00=.3x; therefore x=$16.67

| | |
|---|---|
| Food costs | $5.00 |
| Overhead | $5.00 |
| Employees | $5.00 |
| Profit | $1.67 |

Now, while this seems cut and dry when it comes to pricing a menu item, there are other things to consider such as the physical location of the business, the income of the area, and what competitors are charging for similar items. Depending on those other factors, this rule is adjusted a bit accordingly. As mentioned earlier, Wright's has similar competitors in the industry, sure. But not

any others exactly like it in our immediate area. So, pricing for Wright's has to be based on what the market will bear in our area. The plate prices are adjusted to suit that. For example, there are certain menu items that will be 35/30/30/5. And others may be 25/30/30/15. But when looking at the menu as a whole, the average for all menu items, with any adjustments made, generally follows the 30/30/30/10 rule.

Wright's is known for the burger, sure! But, also just as known for stellar service! This is where we add value to the customer experience, at no extra cost to the company. It's getting more and more rare where you walk into a business and they greet you at all, much less know your name and order! This is largely due to our staff. We have several employees who are the backbone of this company. These particular employees, not only welcome you, but they also make you feel like you're at grandma's house to eat a meal and serve you as such.

## Market Profile

Our customers range in age, come from all walks of life, are of different ethnic backgrounds, income levels, and locations. One thing that all of humanity has in common is the need for food, there is no getting around that.

Wright's customers are generally low to middle class folks, working people, families. We are in an area where there are many Caucasian folks as well as many American Indian people as we are located just down the road from the headquarters of the Choctaw Nation of Oklahoma. The Choctaw Nation is a huge employer in this county as well as the state, and Wright's is fortunate to have the reputation we do to the members of the Nation. Choctaw Nation employs more than 11,000 people and are the third largest nation in the United States. Wright's is lucky enough to be located so close to the headquarters, as it brings in substantial business.

People can expect to pay about $11-$15 for a meal at Wright's and they get hearty servings and great service. The median income for Durant in 2021 is $41,009 according to U.S. Census data. That breaks down to about $19.72 per hour. Our menu items range from relatively cheap, ($2 for a hot dog) to a bit

more for a full dinner ($11 for a chicken fried steak dinner). By far the biggest selling items are a cheeseburger, fries, and a soda and customers pay $11.56 with tax included for that meal currently.

## Promotions

Wright's has been in business for decades. It began as Emerick's Dairy Mart, built in 1949. After years of success, the Wright family purchased the business and changed its name to Wright's Drive In. My parents purchased Wright's from them in 1979, and it's been in my family since. As a result, there are generations of families who love Wright's. Our long-standing history as an old-fashioned drive in has been years in the making, and we do not take that lightly. Our number one way of promoting is word of mouth. Folks who have grown up in Bryan county know Wright's, their children and their children's children do as well. Our long history and our unique drive-in experience are part of what attracts people here. However, we know that it's a strongly competitive market and we strive for longevity with our customers by providing great food and service that is unparalleled.

Looking for future growth and attractiveness, we are in the process of marketing to a younger audience. Younger audiences have different needs and wants. They like things simple, quick, and delivered, as our consumer society continues to grow. There are delivery services that we can take advantage of now, and to reach that younger generation, that's where Wright's will be headed in the future.

Advertising historically has been minimal. As mentioned previously, word of mouth is our friend. We have previously run radio ads, we advertise on Facebook, and we have specials or sales every now and then. However, we have identified advertising as one of our areas of concern. Our plan is to take advantage of social media platforms that are cheap or free such as Facebook, run specials (this is always proved well in the past) that are deeper discounts and for longer and advertise those specials more effectively, and continue with word-of-mouth advertising. In addition, merchandise and apparel seem to be very popular, and our goal is to add a line of merchandise for both employees and sale to the public.

## Sales

Whether the customer is ordering to go, or dining in, our sales pitch begins as soon as they arrive. Not just do we have great food; our service is second to none. Our customers are greeted, and the waitstaff continues to be attentive for the duration of their visit with us, making them feel welcome. Our waitstaff is trained to offer extras and upsell at every opportunity. The waitstaff is first contact and responsible for sales. However, the sales can't happen without a qualified kitchen crew. Once the kitchen prepares an order, the waitstaff deliver it to anticipating customers and we are rewarded with a smile upon delivery. Imagine it, a juicy, old-fashioned burger fresh from the grill, toasted bun to perfection and prepared just how you like it. Served with crispy french fries, all together in a red basket just like an old-style drive-in.

## COMPETITION

As with most industries, competition is fierce in the restaurant industry. There are many other restaurants in our area. Our top 3 direct competitors are Sonic Drive-In, Whataburger, and a locally owned place called Nick's Burgers. Sonic is the closest competitor as far as their business structure. They are truly a drive-in, which is directly related to us. However, most Sonic locations do not have dine-in service and do not offer a full-service experience. Both Sonic and Whataburger are fast food franchises, but are known for their burgers, like Wright's. Nick's Burgers is a relatively new restaurant that has a very similar menu to Wright's. Any other restaurant of course is a competitor, and even convenient stores. It's our unique combination of dine-in and car hop service that sets us apart from the others.

It's interesting to see how other restaurants function, and I've tried to pick up on what makes other restaurants successful. You can learn a lot just by studying a menu, observing the waitstaff, and the overall dynamic of a restaurant. I've learned some things that we need to work on such as functionality of space, and then there are things that I've seen at other restaurants that I would terminate an employee for doing at Wright's! I visit other restaurants in our area to keep apprised of the moves the competition makes and study how that will affect Wright's and if any changes are necessary. Our main advantage is our service. It's

difficult to put into words just how experienced and dedicated our staff is to Wright's Drive In. It's clear though when you visit Wright's, we are dedicated, local folks who love this place and its history.

# *LOCATION AND OPERATION*

## LOCATION

Wright's Drive In is located at 319 S 9th Ave, Durant, Bryan County, Oklahoma. We are located on old highway 69 through Durant, and although there's a newer highway, old highway 69 is still a very busy thoroughfare. The building is relatively small, at about 1600 square feet. Our parking is ample to accommodate the busy times, and the car hop service area is covered and lighted. This all functions very well, for the flow and amount of business currently. Even with our small space, we can put out A LOT of orders in a short amount of time.

Although the building is small, it has been recently remodeled, and about half the building is basically brand new. I opened the front lobby area to accommodate more seating, the kitchen is brand new with mostly new appliances, and the plumbing and electrical systems are updated. There are no other renovations expected as most of the systems were upgraded with this remodel. Wright's Drive In, LLC leases the property from Next Generation Holdings, LLC. There is no real lease agreement because I am the single member of both LLCs.

## OPERATIONS

Wright's is open Monday to Saturday from 11am to 9pm and closed on Sunday. We serve the full menu from open to close.

Typically, we have two cooks, two waitstaff, one car hop and then a manager on staff per shift. Our shifts are 11am-4pm for the day shift, and the night shift is 4pm-9pm. Currently, our waitstaff hand writes orders on a ticket pad, and then it is turned over to the kitchen on an old-style spindle hanging over a serving window. Everything about Wright's screams old-fashioned diner as not only a theme, but as what we are known for and our rich history.

# MANAGEMENT AND STAFF

## OWNER

I, Courtney Epps, am the sole owner/member of Wright's Drive In LLC. My parents purchased Wright's just before I was born in 1979 and had ownership until I purchased it from them in 2015. While My parents never let me work here growing up, I spent a lot of time here with them and during family gatherings. I have lived in Bryan County all my life and attended Calera schools. I went on to graduate with a bachelor's degree in business administration from Southeastern Oklahoma State University. My entrepreneurial career began back in December of 2002 when I purchased a local childcare center. That ultimately turned into investing in the real-estate rental business and the opportunity to work in other industries. My career has been in human resources, payroll, administration, logistics, and real-estate. Not the food industry! So, when my parents wanted to retire, they put Wright's up for sale. The thought of it not being owned by a close family member was just not acceptable to me, so I decided to purchase Wright's in 2015. Since then, Wright's has seen many changes, but still holds true to the old-fashioned diner as it's known. Sales have increased yearly, profit margins have increased, and overall business has improved along with the building improvements.

## KEY POSITIONS

As the owner, I am responsible for making sure the business runs as efficiently as it should. I depend on many others to make this happen as outlined below:

- Manager-Cathy Mayhue has been with Wright's for 16 years and shows her dedication daily. She has worked in the restaurant industry most of her life, and has the capacity to excel at any position she's placed in. She is proven, steadfast, and loyal to me, to Wright's, and to the customers.
- Daytime waitress-Schanan Hayes has been with Wright's for 19 years and customers know her by her smile and upbeat personality. She knows the customers well, knows their family, knows their history here, and knows their order! She is committed to our

patrons and is generally the first contact for a customer who is here for lunch. It's largely because of her that our patrons return again and again.

- Evening waitress-DeDe Sanders is a small package but can outrun and outwork anyone I've ever known. She knows this building inside and out, and will always be busy whether it's with customers, or cleaning any part of this place without hesitation. Customers here for dinner know her by name and know the service and care they get from her is sincere. She has been here almost eight years and is part of the backbone of Wright's.
- Car hop-Nature Presley has been with Wright's only about 4 years but has proven her commitment to the customers many times. She bears the heat, cold, and rain to wait on the car hop customers and handles it like a champ.
- Assistant Manager-Lisa Vandenburg has been with Wright's off and on for many years. She is well-rounded in all positions. There may be days when she's a cook, there are days where she steps in as manager, and days where she is just here to make sure things are taken care of.

It typically takes a staff of about 14 employees to make Wright's run smoothly. We make a schedule weekly on Wednesdays for the following week. The organizational structure is as follows:

Owner
Manager
Assistant Manager
All other staff

## EXTERNAL ADVISORS

However, it takes others also to cover everything needed for a small business. For example, I have an accountant, an insurance agent, and a human resource company to mention a few. Then there are contractors I use for whatever maintenance or equipment issues may arise.

# SUMMARY OF RISK

Competition is one of the biggest risks in the food industry and there are many, many options when it comes to where to eat. The risk is lessened a bit with a well-established business such as Wright's. However, without proper marketing and management, Wright's could be victim to declining sales or even closing. With our history, our well-trained staff, our remodeled facility, and long-time customers, Wright's has ample opportunity to be a successful business for decades longer.

Liability is a consideration when it comes to risk also. There are many things that could happen, and Wright's is prepared as well as possible when it comes to those challenges. There is the risk of fire, risk of serving spoiled food, risk of an employee or a customer being hurt while here, or risk of damages from weather. I evaluate often on insurance coverages, from workers compensation to general liability to property insurance to make sure Wright's is covered fully to help alleviate the worry of those risks.

It's imperative that Wright's stay knowledgeable in modern ever-changing markets to ensure the success of this business. With my education, experience, and love for this place and its history, I am confident in my ability to bring Wright's even further with continued success.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Wright's Drive In, LLC

2 Business name/disregarded entity name, if different from above
Wright's Drive In

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
827 S. 3rd St.

Requester's name and address (optional)

6 City, state, and ZIP code
Calera OK 74730

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

**or**

**Employer identification number**
47 - 5472648

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Courtney Epps Date ▶ 8-10-23

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

# CERTIFICATE
# OF
# LIMITED LIABILITY COMPANY

*WHEREAS, the Articles of Organization of*

**WRIGHT'S DRIVE IN, LLC**

*an Oklahoma limited liability company has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.*

*NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.*

*IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

GREAT SEAL OF THE STATE OF OKLAHOMA 1907

*Filed in the city of Oklahoma City this*
*1st day of November, 2015.*

*Secretary of State*

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

# CERTIFICATE OF GOOD STANDING

## DOMESTIC LIMITED LIABILITY COMPANY

*I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.*

*I FURTHER CERTIFY that WRIGHT'S DRIVE IN, LLC whose registered agent is COURTNEY BELLE EPPS, with its registered office at 827 S 3RD STREET CALERA 74730 USA Oklahoma is a Domestic Limited Liability Company duly organized and existing under and by virtue of the laws of the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.*

*IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 3rd, day of March, 2023.*

*Secretary Of State*

OKLAHOMA
DRIVER LICENSE
NOT FOR REAL ID PURPOSES
L718871565
06/25/1979
06/30/2026
EPPS
COURTNEY BELLE
827 S 3RD ST
CALERA, OK 74730-2033
D
NONE
NONE
04/19/2022
F
125 lb
HAZ
5'-03"
Courtney Epps

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-02-2015

Employer Identification Number:
47-5472648

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WRIGHTS DRIVE IN LLC
COURTNEY BURNETT MBR
511 W MAIN ST
CALERA, OK 74730

## WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-5472648. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

| | |
|---|---|
| Form 941 | 01/31/2016 |
| Form 940 | 01/31/2016 |
| Form 1065 | 04/15/2016 |

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

OKLAHOMA State Department of Health

**PERMIT**

**ISSUED FOR:**

OKLAHOMA STATE DEPARTMENT OF HEALTH
123 Robert S. Kerr Ave. Ste. 1702
OKLAHOMA CITY, OKLAHOMA 73102-6406
(405) 426-8250

FACILITY NUMBER
**7 - 98250**

45 F FOOD SERVICES - ESTABLISHMENT
WRIGHTS DRIVE IN LLC
319 S 9TH
DURANT, OK 74701

| RECEIPT NUMBER | FEE |
|---|---|
| 4615015 | $335.00 |

**PERMIT MUST BE POSTED**

DATE ISSUED 2/18/2023
EXPIRATION DATE: 2/18/2024

FACILITY NAME:

WRIGHTS DRIVE IN LLC
319 S 9TH
DURANT, OK 74701

**PERMIT NOT TRANSFERABLE**

OWNER/LESSEE NAME:
WRIGHTS DRIVE IN LLC

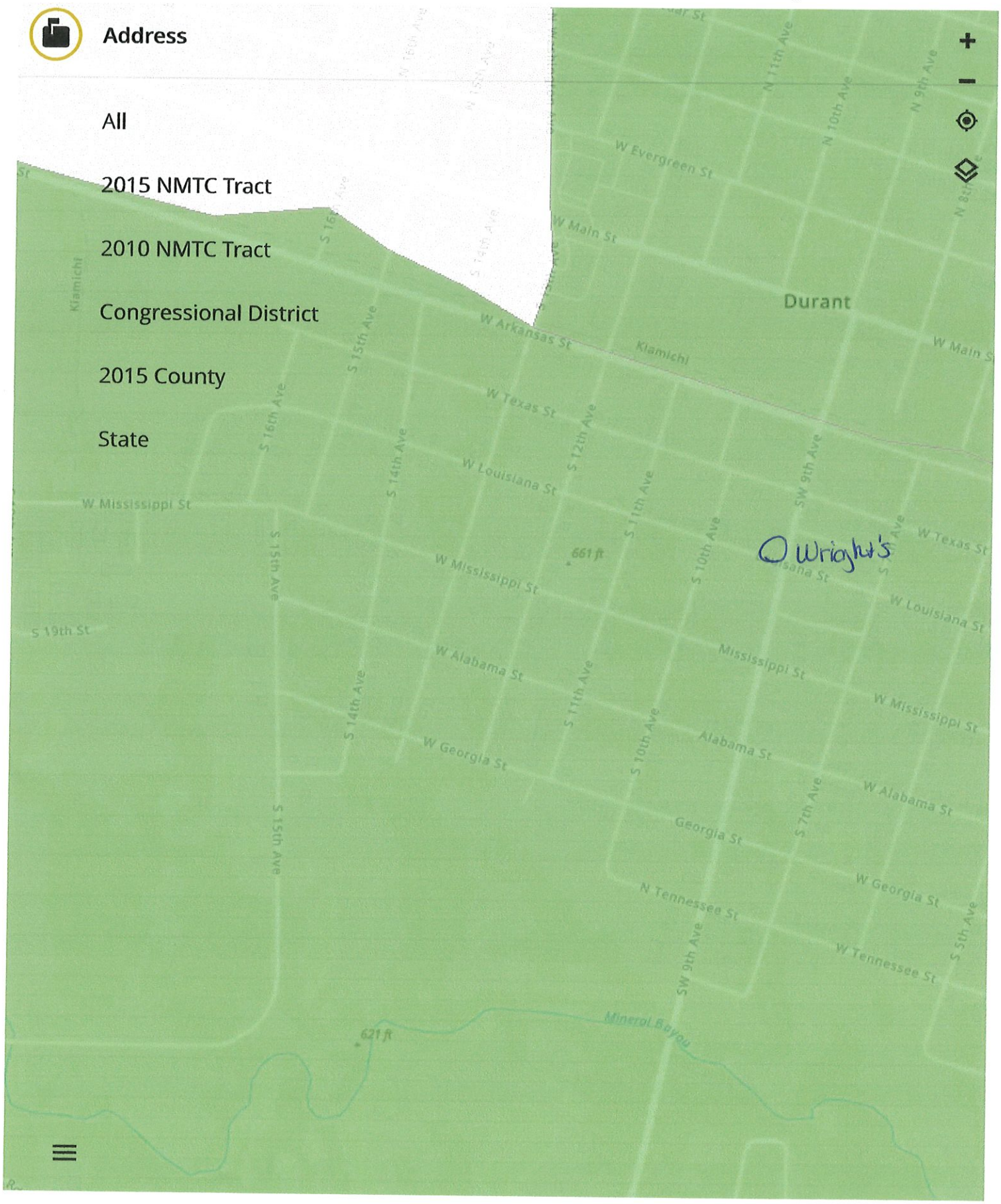
Keith Reed, MPH, CPH
Commissioner of Health

## Detailed Listing of Items/Services Needed

| Item | Cost |
|---|---|
| Carport/Metal covering for walk-in cooler/freezer | 6000 |
| Cameras/security system | 2500 |
| | 8500 |

319 S 9th Ave Durant ok

# NMTC Public Viewer



# THE CITY OF DURANT
# CERTIFICATE OF OCCUPANCY
## Application

DURANT · OKLAHOMA ·

| | |
|---|---|
| Project Address: 319 S. 9th Ave Durant OK 74701 | Date 8-24-23 |
| Legal Description: | |

033320

**Property Owner's Information:**

| | | | |
|---|---|---|---|
| Name: Courtney Epps | Home # | Cell # 580 931 6039 | |
| Address: 827 S. 3rd Street | City Calera | State OK | Zip 74730 |

**Business Information:**

| | | | |
|---|---|---|---|
| Business Name: Wright's Drive In | Office # | Email wrightsdrivein@gmail.com | |
| Contact Person: Courtney Epps | Title Owner | Cell # 580 931 6039 | |
| Address: 319 S. 9th Ave | City Durant | State OK | Zip 74701 |

| | |
|---|---|
| Business type Restaurant | Size of building Approx 1550 sq. ft. |
| # of Employees 12 | # of Customers |

**I understand that I am responsible for ensuring that all applicable sales and use taxes are paid for all materials purchased. I also understand that I will be required to submit documentation to the Community Development Department showing proof of payment, either to the vender or directly to the Oklahoma Tax Commission. Certificate of Occupancies will not be issued until such documentation has been received and verified.**

I hereby certify that statements in this application and the attachments hereto are true and correct and that the property owner has given permission for this work to proceed. I further certify that all construction work done under this permit will conform to the attached plans, specifications and drawings and to the Code of Ordinances of the City of Durant and that all electrical, plumbing, mechanical, fence, sign and driveway construction shall be performed by contractors licensed by the state of Oklahoma and City of Durant (if applicable)

Owner or Agents Signature Courtney Epps

Community Development Director: _____
Signature certifies that the above address meets all zoning and other code requirements.

Building Inspector _____

**FEE $150**

Fire Marshal _____

Building Official: 580-931-6612

Fire Marshall: 580-924-2358

300 West Evergreen • P.O. Box 578 • Durant, Oklahoma 74702 • (580) 931-6610 • Fax (580) 924-3490
www.durant.org

CITY OF DURANT

REC#: 01907212 9/14/2023 2:28 PM
TRAN: 400.0000 PERMITS ANY TYPE
OPER: 15 TERM: 014
REF#: 5009

150.00CR

| | | |
|---|---|---|
| TENDERED: | 150.00 | 1 CHECK(S) |
| APPLIED: | 150.00- | |
| CHANGE: | 0.00 | |

# THE CITY OF DURANT
## Office of Community Development

Date: 10/10/2023
To: City Council
Case: PC 2023-24
From:
Re: Sketch Plat request for property located near 49th Street and West Main Street.

---

**Request:** Consider a request from Goad Construction Inc. and Dale Goad Construction Inc., for a Sketch Plat of the property located near 49th Street and West Main Street.

**Current Zoning:** I-1 Industrial

**Surrounding Properties:**

| Direction | Zoning | Use |
|---|---|---|
| North | I-1 | Industrial Uses |
| West | R-3 | Residential |
| South | C-2 | Commercial Uses |
| East | C-2 | Commercial Uses |

**Lot Characteristics:**

| | |
|---|---|
| Width | ~ 1145 ft. |
| Depth | ~ 450 ft. |
| Total Area | ~9.01 acres (~392,475.6 sq. ft.) |

**Applicant:** Goad Construction Inc. and Dale Goad Construction Inc.

**Background:** The applicant approached staff regarding the sketch plat of this property with the desire to use the existing structure as Industrial uses.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any phone calls or letters regarding this sketch plat request.

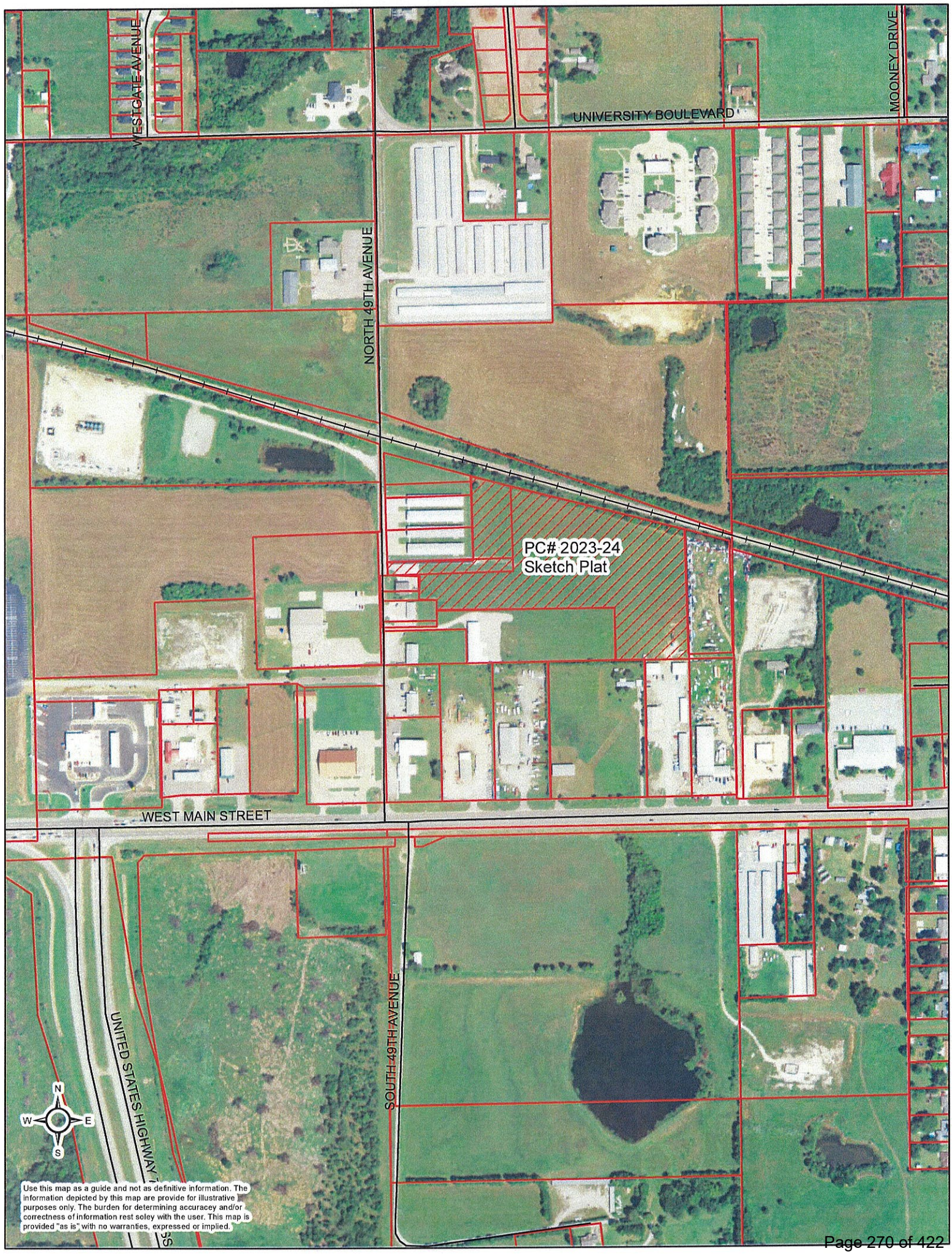
**Analysis:** The aforementioned property is approximately 9.01 acres and currently has an industrial use on the property. The area is made up of a mix of Residential, Commercial and Industrial Zoned properties. The subject property does not meet the ordinance guidelines.

The current Future Land Use Map has this area as Industrial land uses; therefore, this sketch plat request is in line with the Future Land Use Map.

**Staff Recommendation:** Staff does recommend approval of the sketch plat request. Staff's concerns regarding the sketch plat of this property is largely that the lot does not meet the ordinance guidelines.

**Required Action:** Hold a public hearing to recommend approval or denial of the sketch plat request for the property located near 49th Street and West Main Street. Any specific conditions imposed by the Commission should be read into any approval motion.

- **Planning commission recommended approval of the sketch plat to be heard by City Council.**


WESTGATE AVENUE
UNIVERSITY BOULEVARD
MOONEY DRIVE
NORTH 49TH AVENUE
PC# 2023-24
Sketch Plat
WEST MAIN STREET
SOUTH 49TH AVENUE
UNITED STATES HIGHWAY
N
W
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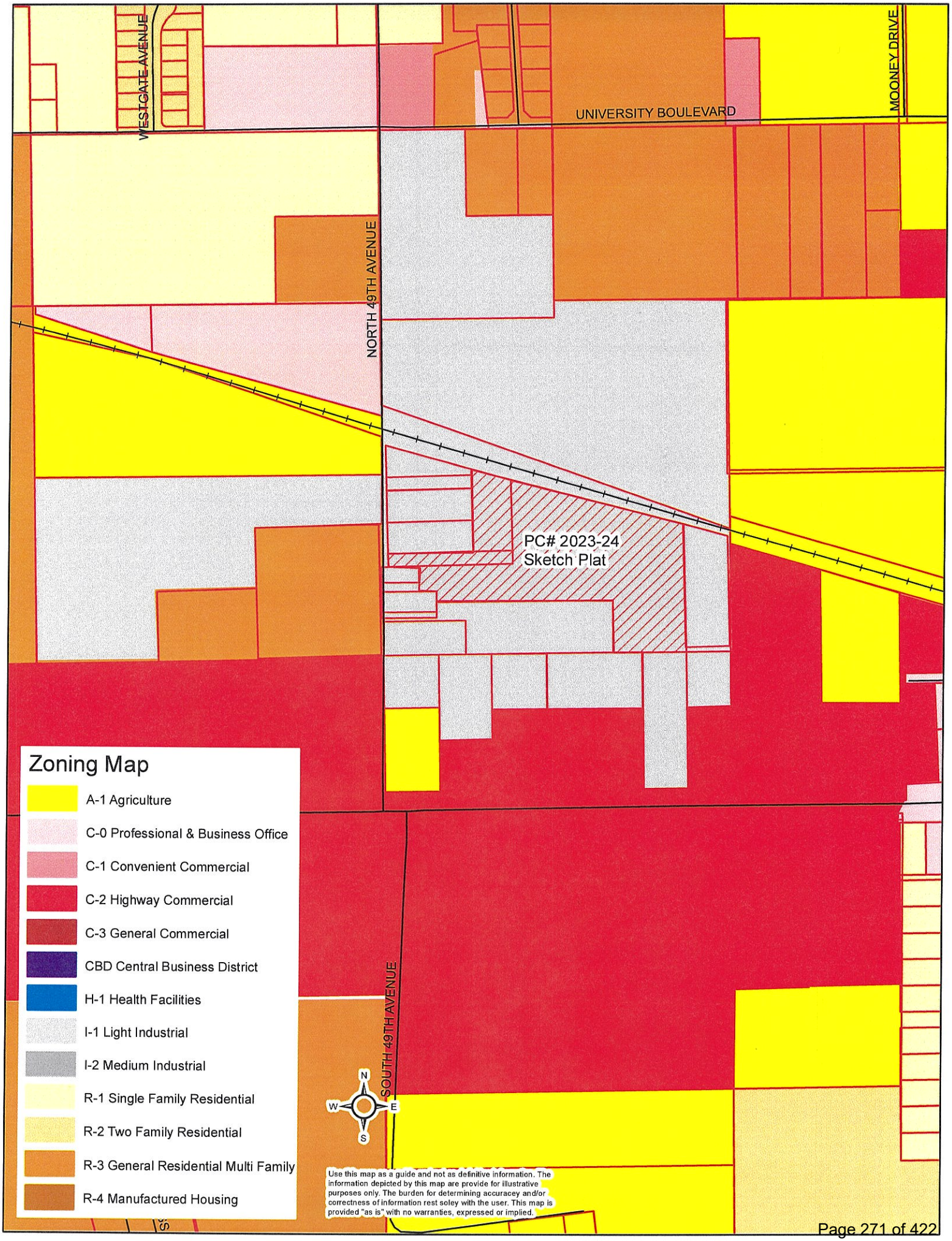
S
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


WESTGATE AVENUE
UNIVERSITY BOULEVARD
MOONEY DRIVE
NORTH 49TH AVENUE
PC# 2023-24
Sketch Plat
SOUTH 49TH AVENUE
Zoning Map
A-1 Agriculture
C-0 Professional & Business Office
C-1 Convenient Commercial
C-2 Highway Commercial
C-3 General Commercial
CBD Central Business District
H-1 Health Facilities
I-1 Light Industrial
I-2 Medium Industrial
R-1 Single Family Residential
R-2 Two Family Residential
R-3 General Residential Multi Family
R-4 Manufactured Housing
N
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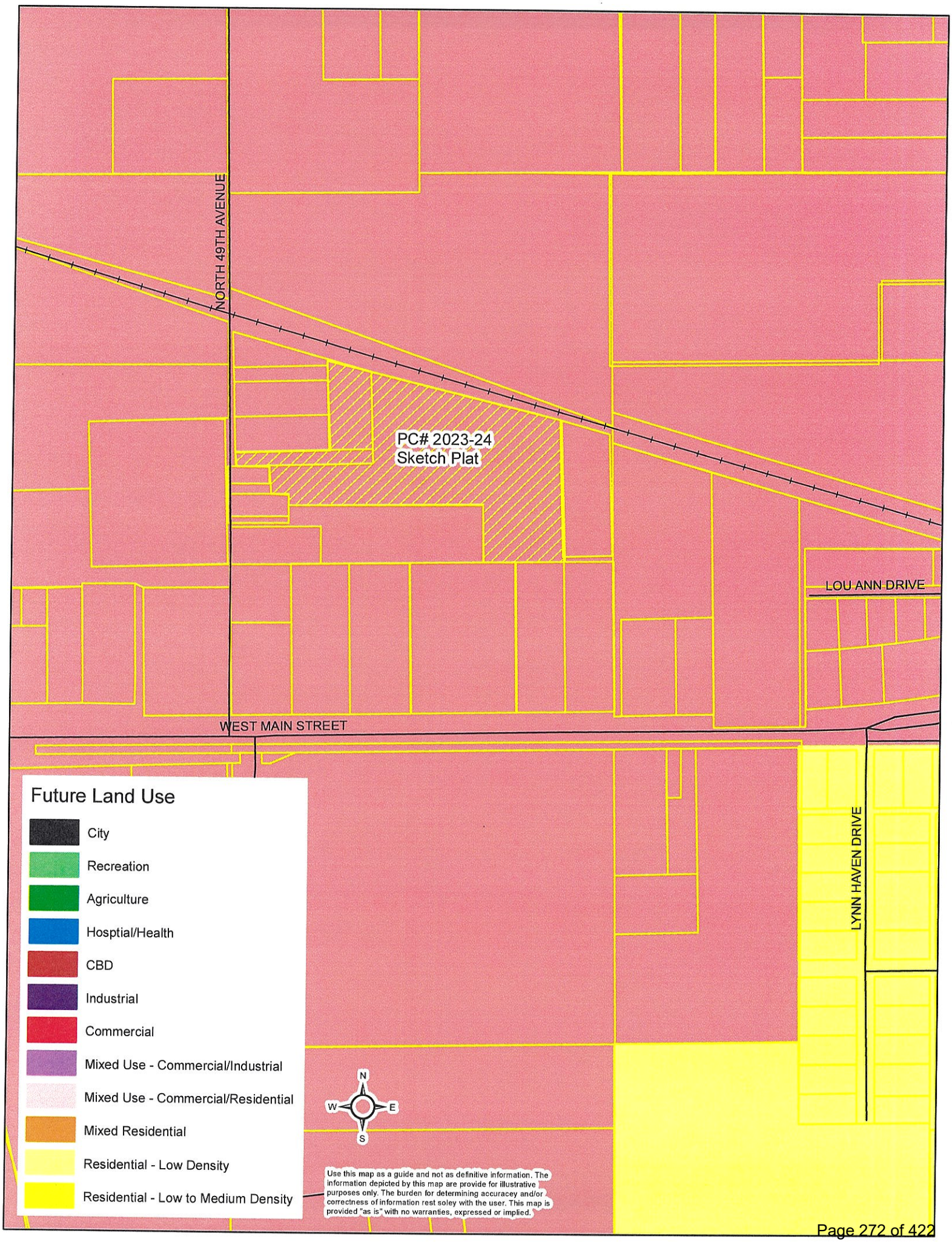
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


NORTH 49TH AVENUE
PC# 2023-24
Sketch Plat
LOU ANN DRIVE
WEST MAIN STREET
LYNN HAVEN DRIVE
Future Land Use
City
Recreation
Agriculture
Hosptial/Health
CBD
Industrial
Commercial
Mixed Use - Commercial/Industrial
Mixed Use - Commercial/Residential
Mixed Residential
Residential - Low Density
Residential - Low to Medium Density
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Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.

# COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET
# DALE GOAD PC2023-24

| Department | Signature | Date | Notes |
|---|---|---|---|
| Com Dev Director | | | |
| M&O<br>Randy Cantrell | | 08.10.2023 | |
| Streets<br>Carl Meade | | 8.10.23 | |
| Public Works Director<br>Phillip Hightower | Phillip Hightower | 8-10-23 | |
| Fire Marshal<br>Brandon Brooks | | 8-10-23 | See Comments provided |
| Building Official | | 8-10-23 | |
| Engineer<br>Brandon Wall | See att email | 8-4-23 | See comments |

Durant.org
Powered by Google

Kari Speers <kspeers@durant.org>

# RE: Pre-development meeting (Dale Goad)

1 message

**brandon@wallengineering.com** <brandon@wallengineering.com> Fri, Aug 4, 2023 at 10:55 AM
To: Kari Speers <kspeers@durant.org>, Brandon Brooks <bbrooks@durant.org>, Carl Meade <cmeade@durant.org>, Paul Cottrell <pcottrell@durant.org>, Jared Dillingham <jdillingham@durant.org>, Randy Cantrell <rcantrell@durant.org>, brandon.rainbolt@onegas.com, Aaron Walkup <awalkup@durant.org>, Building Official <buildingofficial@durant.org>, Phillip Hightower <phightower@durant.org>, mullenjl@oge.com

We have some comments on this one:

1. Road Phasing – They would need to construct the entire road in Phase I w/ cul-de-sac. If not, then perhaps they'd need to submit on all three phases and show how the road would be handled since they'd still need a fire truck turnaround in each phase. What they CAN'T do is dead-end the road and end of phase.
2. Water/Sewer – Same comments as #1. Need to understand how the phases will be handled.
3. Detention – There no space shown for storm water detention. It will need to be built in Phase I for all three phases or a plan submitted showing how future phases will be addressed.

These "phased" projects have been a pain for other Cities to the point now that most say infrastructure all has to be installed in first phase.

Side note.....a lot of Cities are now making developers loop watermain internally. In this case they'd make them have water on both sides of Goad Blvd where there wasn't any dead ends. Food for thought.

Thanks,

**Brandon Wall, P.E., President**

*Wall Engineering, LLC*

*PO Box 1457, Durant, OK 74702 (mailing)*

*223 N Washington, Durant, OK 74701 (physical)*

*(c) 580.931.7998*

---

**From:** Kari Speers <kspeers@durant.org>
**Sent:** Wednesday, August 2, 2023 12:17 PM
**To:** Brandon Brooks <bbrooks@durant.org>; Carl Meade <cmeade@durant.org>; Paul Cottrell <pcottrell@durant.org>; Jared Dillingham <jdillingham@durant.org>; Randy Cantrell <rcantrell@durant.org>; brandon.rainbolt@onegas.com; Brandon Wall <brandon@wallengineering.com>; Aaron Walkup <awalkup@durant.org>; Building Official <buildingofficial@durant.org>; Phillip Hightower <phightower@durant.org>; mullenjl@oge.com
**Subject:** Pre-development meeting (Dale Goad)

Durant Fire Department

122 N 1st Ave, Durant, OK 74701
Phone: 580-924-2358 Fax: 580-924-9285

**August 7, 2023**

**From: Fire Marshal-Brandon Brooks**

**Re: Dale Goad Industrial Addition**

**Zoning:**

**To whom it may concern:**

**The following comments are concerning the site plan for the Dale Goad Industrial Addition. Each comment shall be demonstrated on the submitted site plan for review and approval.**

1. **Access roads shall comply with Chapter 5 and Appendix D of the 2018 IFC including but not limited to the following:**
    a. **Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds (34 050 kg).**
    b. **Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders**
    c. **Fire apparatus access roads shall not exceed 10 percent in grade.**
    d. **Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.** 120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
    e. **Fire lane signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).**
    f. **Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have not fewer than two means of fire apparatus access for each structure.**

2. Fire Hydrant Locations and Distribution shall comply with appendix C of the 2018 IFC.
    a. Provide a site plan that includes the hydrant locations, size of water main, and detail of how the lines will lay.
3. Fire flow requirements shall comply with Appendix B of the 2018 IFC including but not limited to the following:
    a. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.2 and B105.1(2).

<u>Infrastructure shall be completed prior to the beginning of any vertical structure. Building permits will not be issued.</u>

The following comments are requested to be taken into consideration specific to this project by planning and zoning and City Staff:

- Applicant requests the existing road that extends from 49th traveling east approximately 350 ft to remain. The 26ft wide road will flare out starting from the existing road.
- Road Phasing – They would need to construct the entire road in Phase I w/ cul-de-sac. If not, then perhaps they'd need to submit on all three phases showing how the road would be handled since they would still need a fire truck turnaround in each phase. Dead ends will not be permitted to end each phase.
- Applicant will need to clarify how each phase will be constructed in regards to water/sewer. Provide detail on site plan.
- Detention – There is no space shown for storm water detention. It will need to be built in Phase I for all three phases or a plan submitted showing how future phases will be addressed.
- Applicant to provide a "Will Serve" letter from RWD2 showing the available GPM

If you have any questions please call or email.

Thank you,

Brandon J. Brooks
Durant Fire Marshal
Bbrooks@durant.org
580-924-8621

# Subdivision/Plat Application

Petition # PC2023-24

Fee $ 300.00

Expedited Fee $_____

Sketch Plat: ☒

Preliminary Plat: ☒

Final Plat: ☐

Re-Plat: ☐

**APPLICANT INFORMATION**

| | | |
|---|---|---|
| Name: DALE GOAD | Email: DALE.GOAD@GMAIL.COM | Phone #1 580 775-4775 |
| Mailing Address: P.O. BOX 5101 | | Phone #2 |
| City: DURANT State: OK | Zip: 74702 | Fax # |
| Applicant's Interest in Property: OWNER | | |

**SURVEYOR INFORMATION**

| | | |
|---|---|---|
| Name: DOUG UNDERWOOD | Email: DWU@UNDERWOODSURVEYING.COM | ~~Phone #1~~ |
| Mailing Address: 3404 INTERURBAN ROAD | | Phone #2 903 465-2151 |
| City: DENISON State: TX | Zip: 75021 | Fax # |
| Surveyor Oklahoma License Number: 1307 | | |

**ENGINEER INFORMATION**

| | | |
|---|---|---|
| Name: TEAGUE NALL AND PERKINS | Email: CSCHMITZ@TNP-DYLANE.COM | Phone #1 903 870-1089 |
| Mailing Address: 200 N. TRAVIS ST. | | Phone #2 |
| City: SHERMAN State: TX | Zip: 75090 | Fax # |
| Engineer Oklahoma License Number: 22028 | | |

**LAND INFORMATION**

| | |
|---|---|
| Legal Description: PART OF SECTION 25 T5S R8E BRYAN COUNTY, OKLAHOMA | Parcel Number: A-399-25-065-08E-3-002-00 |
| Proposed Subdivision Name: DALE GOAD INDUSTRIAL ADDITION | Current Zone: I-1 |
| Proposed Use: INDUSTRIAL DEVELOPMENT | Proposed Zone: I-1 |
| Current Property Owner's Name: DALE GOAD | |

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

Applicant: Dale Goad Date: 7/31/23

Office Use Only

| | | | |
|---|---|---|---|
| Date Filed<br>Initial | Date Payment Received<br>Initial | Notification Mailed<br>Date<br>Initial | Comments |
| Proof of Publication Received<br>Date Initial | Property Posting Verified<br>Date Initial | | Comprehensive Plan Recommendations |

| Staff Recommendation | PC Recommendation | City Council Action | Ordinance # |
|---|---|---|---|
| ___Approve<br>___Deny | ___Approve<br>___Deny | ___Approve<br>___Deny | |

APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

Please describe the nature and operating characteristics of the proposed use:
INDUSTRIAL DEVELOPMENT, USES PERMITTED IN I-1

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking: OFFSTREET, SEALED SURFACE PARKING AS REQUIRED BY DURANT CITY CODE

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).
AS NEEDED / PROPERTY DOES NOT ADJOIN RESIDENTIAL

3. Traffic Impacts:
MINIMAL - ACCESS FROM 49th

4. Protection of Neighborhoods:
NORTH - RAILROAD
EAST - COMMERCIAL/INDUSTRIAL
SOUTH - " "
WEST - 49th / I-1 ACROSS 49th (VACANT) / R-3 ACROSS 49th (VACANT)

What licenses and permits (if any) are required for this proposed use?
BUILDING PERMITS

Please list or describe any other reasons to support this application.
CONVENIENT LOCATION TO ENLARGE DURANT'S INDUSTRIAL NEEDS AND ATTRACT NEW INDUSTRY

# W A R R A N T Y  D E E D

KNOW ALL MEN BY THESE PRESENTS:

MELBA JOYCE PARKER EDELEN a/k/a MELBA JOYCE PARKER party of the first part, in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS ($10.00), in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto GOAD CONSTRUCTION, INC. and DALE GOAD CONSTRUCTION, INC., 400 W. Main Durant, Oklahoma of Bryan County, State of Oklahoma, parties of the second part, the following described real property and premises, situated in the County of Bryan, State of Oklahoma, to-wit:

A part of the SW/4 of Section 25, Township 6 South, Range 8 East, BEGINNING at a point 418 feet North of the SW corner of SW/4 of said Section 25; thence East 209 feet; Thence South 317.42 feet; thence East 1112.783 feet; Thence North 935.58 feet; Thence North 73 degrees 54 minutes 31 seconds West 1383.33 feet; Thence South 1025.00 feet to the point of beginning containing 33.10 acres more or less as the case may be.

LESS AND EXCEPT THE FOLLOWING:

A part of the SW/4 SW/4 of Section 25, Township 6 South, Range 8 East of the Indian Base and Meridian, Bryan County, Oklahoma; Beginning at a point 103.64 feet North of the Southeast corner of the SW/4 SW/4 of said Section 25; thence North 515.48 feet; thence West 168.48 feet; thence South 516.24 feet; thence North 89 degrees, 53 minutes East 168.37 feet to the point of beginning.

A part of the SW/4 SW/4 of Section 25, Township 6 South, Range 8 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a point 336.74 feet West and 102.12 feet North of the Southeast corner of the SW/4 SW/4 of said Section 25, on North Highway Right-of-Way for the point of beginning; Thence North 517.02 feet; Thence West 365.58 feet; Thence South 517.42 feet to the Highway Right-of-Way; Thence North 89 degrees 53 minutes East 365.58 feet along Highway Right-of-Way to the point of beginning.

A part of the SW/4 SW/4 of Section 25, Township 6 South, Range 8 East, of the Indian Base and Meridian, Bryan County, Oklahoma; BEGINNING at a point 409.0 feet East and 100.70 feet North of the Southwest Corner of the SW/4 of said Section 25, on the North Highway Right of Way; Thence North 517.42 feet; thence East 210.46 feet; Thence South 516.84 feet; thence South 89 degrees 53 minutes West 210.46 feet to the point of beginning.

A part of the SW/4 SW/4 of Section 25, Township 6 South, Range 8 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a point 336.74 feet West and 102.12 feet North of the Southeast corner of SW/4 SW/4 of said Section 25 on North Highway Right-of-Way; Thence North 517.02 feet; Thence East 168.48 feet; thence South 516.24 feet to Highway Right-of-Way; Thence South 89 degrees 53 minutes West 168.37 feet along Highway Right-of-Way to the Point of Beginning.

OKLAHOMA $20.00 DOCUMENTARY 449559

OKLAHOMA $20.00 DOCUMENTARY 449560

OKLAHOMA $50.00 DOCUMENTARY 141035

INDEXED

STATE OF OKLAHOMA } SS:
COUNTY OF BRYAN }

I hereby certify that this instrument was filed for Record in my office this 14 day of Dec 1994 at 1:05 o'clock p.m. and is duly recorded in record 814, page 1125-1129

Glenda Williams County Clerk

Deputy

LAW OFFICES OF
WEBSTER & ROBINSON
124 NORTH THIRD
DURANT, OKLA. 74701
(405) 924-9200
FAX (405) 924-9156

A part of Section 25, Township 6 South, Range 8 East BEGINNING at a point 418 feet North of SW corner of said Section 25 for a point of beginning; Thence 200 feet North; Thence East 409 feet; Thence South 517.42 feet; Thence West 200 feet; Thence North 317.42 feet; Thence West 209 feet to point of beginning, containing approximately 3.335 acres.

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

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

SIGNED AND DELIVERED this the 9 day of December, 1994.

MELBA JOYCE PARKER EDELEN
a/k/a MELBA JOYCE PARKER

ACKNOWLEDGMENT

STATE OF Florida )
COUNTY OF Santa Rosa )

Before me, the undersigned, a Notary Public in and for said County and State, on this 9 day of December, 1994, personally appeared MELBA JOYCE PARKER EDELEN a/k/a MELBA JOYCE PARKER, to me known to be the identical person who executed the above 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.

NOTARY PUBLIC

My Commission Expires: 7-12-98

NOTARY PUBLIC STATE OF FLORIDA
LYNN AFFLECK
My Comm Exp. 7-12-98
Bonded By Service Ins
No. CC391871
Personally Known [] Other I.D.

LAW OFFICES OF
WEBSTER & ROMIRON
124 NORTH THIRD
DURANT, OKLA. 74701
(405) 924-9300
FAX (405) 924-2156

000429

**CONSULTING ENGINEERS**
405-365-0952
Jhenderson.304Technical@gmail.com

August 28, 2023

Mrs. Regina Clinton, Manager
Bryan County RWS &SWMD No. 2
P.O. Box 119
Mead, OK 73449

RE: Dale Goad Industrial Park Phase III
49th and South of Railroad
Hydraulic and Plan Review

File: 2023.05

Dear Regina:

We recommend approval of the Dale Goad Industrial Park Phase III that includes eight (8) lots. This project will be serving minimal usage water customers in a warehousing condition. The owner indicates less than 2,000 gallons per month will be used per building.

The property will have 500 gpm fire protection available that is currently set aside in the hydraulics of the area. The property lot map does not show waterlines extending into the property so if a master meter is set at 49th Street to serve this property no further review will be required by engineering. Should the developer extend the waterline in which the District will maintain then we will need to review the design and easements for the project within the boundaries of the property.

Please let me know if you have any questions.

Sincerely,

304 TECHNICAL SERVICES, LLC.

Jason E. Henderson, P.E.

# THE CITY OF DURANT
## Office of Community Development

Date: 10/10/2023
To: City Council
Case: PC 2023-27
From:
Re: Revised Planned Unit Development Request for property located near the intersection of Gerlach Drive and Carl Albert Drive

---

**Request:** Consider a request from Mark Cope, for a Revised Planned Unit Development for property located near the intersection of Gerlach Drive and Carl Albert Drive

**Current Zoning:** R-3, General Residential

**Surrounding Properties:**

| Direction | Zoning | Use |
|---|---|---|
| North | R-1/A-1 | School / Vacant |
| West | R-1/R-3 | Single Family & Multi-Family Residential |
| South | R-3/R-1 | Single-Family Residential / Vacant |
| East | I-2/A-1/R-3 | Vacant / Single-Family & Two-Family Residential |

**Applicant:** Mark Cope

**Background:** The applicant approached staff regarding a request for a Revised Planned Unit Development (PUD) to place a mixed residential type development that will include townhomes and multi-family homes. The applicant would like to develop the property where the townhomes would be along Gerlach and the multi-family units would be further back to the South on the property. The concept plan shows the townhome development containing about seven buildings and the applicant stated there would be 36 units. The concept plan shows 5 multi-family buildings and the applicant stated there would be 144 units.

The timing of development hinges upon should the approval occurs, and then they will go out and get the engineering for the project completed.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any phone calls or letters regarding this request.

**Analysis:** The aforementioned property is approximately 22 acres and currently is a vacant lot. The surrounding area is made up of a mix of Residential, Agriculture and Industrial Zoned properties. The subject property does meet the requirements for the lot area that is required within the requested Planned Unit Development.

This development will meet the required setbacks, parking as well as having sidewalks and streetlights as required within ordinance.

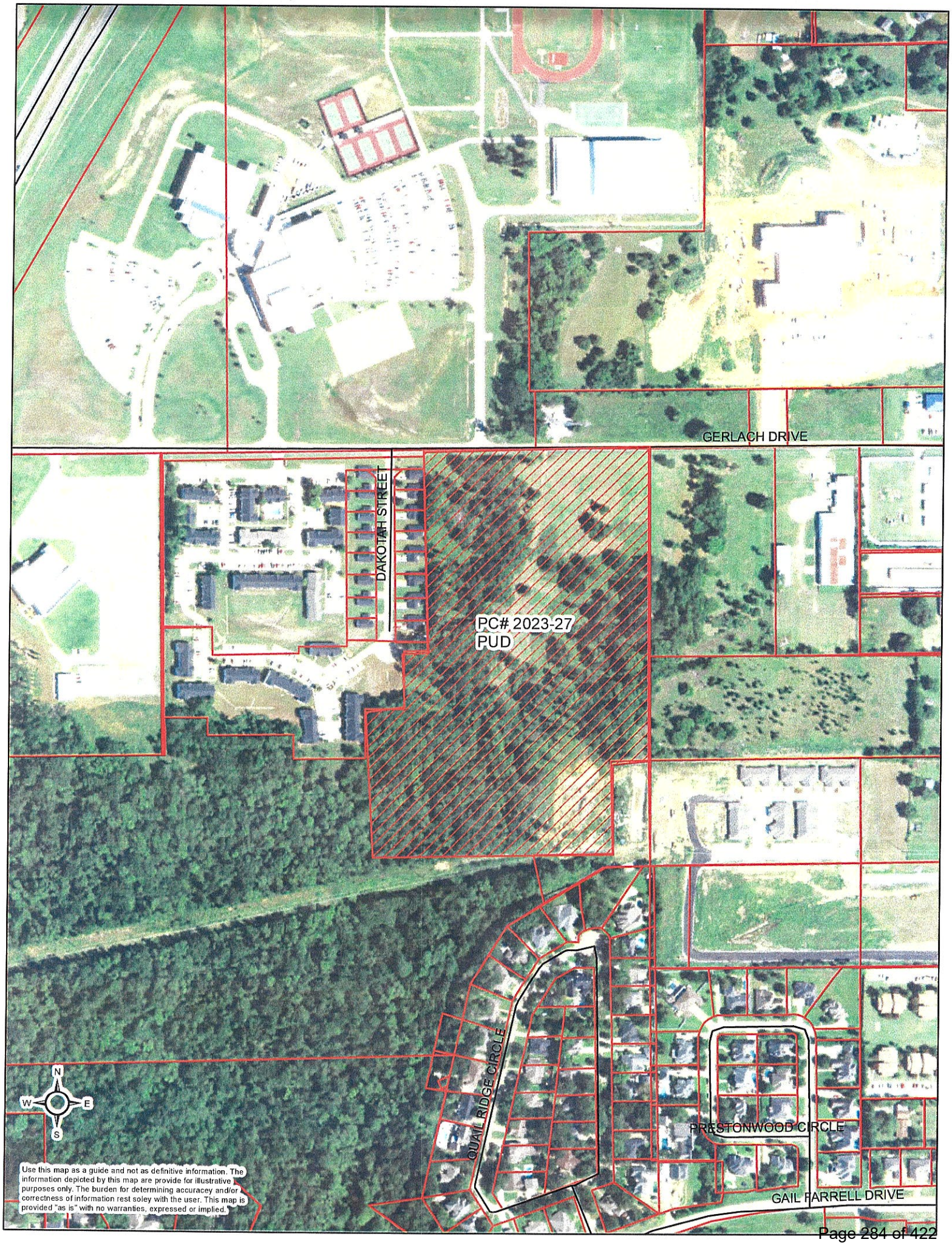
Staff members reviewed and signed off on this project with the following provisions being requested. Maintenance and Operations Supervisor is asking that the water and sewer be upgraded. The Fire Marshal has the asked the applicant to provide a site plan showing compliance with 2018 IFC. Community Development and Neighborhood Services has a comment that the applicant will be required to obtain a Storm water Permit from the Oklahoma Department of Environmental Quality (ODEQ) and provide a copy of their permit and Storm water Pollution Prevention Program (SW3P) plans to city staff before a building permit can be obtained should they disturb greater than 1 acre.

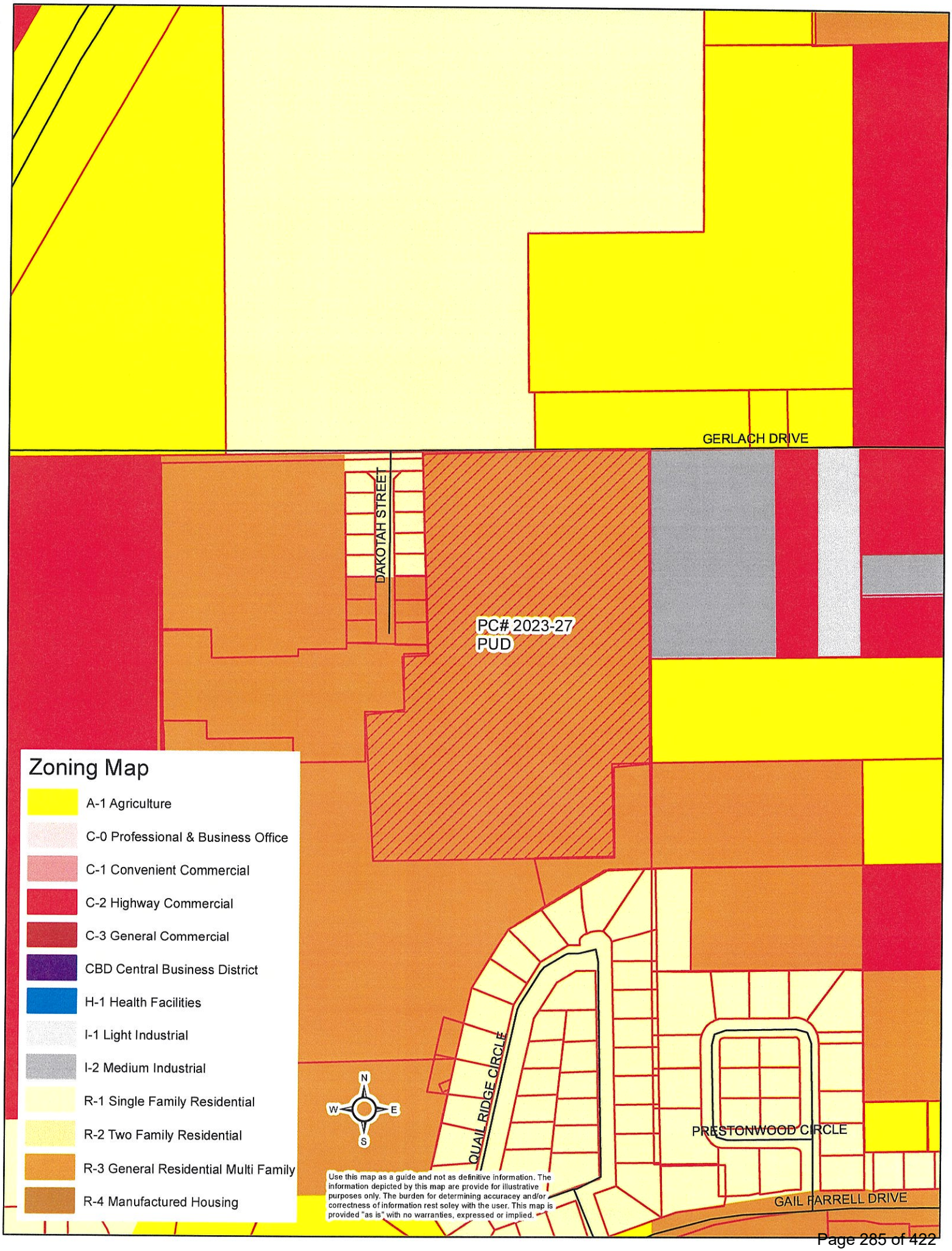
The current Future Land Use Map has this area as mixed residential land uses; therefore, this PUD request is in line with the Future Land Use Map.

**Staff Recommendation:** Staff does recommend approval of the above requests since it is in line with ordinances and requirements.

**Required Action:** Hold a public hearing to recommend approval or denial of the Planned Unit Development request for the property located near the intersection of Gerlach Drive and Carl Albert Drive. Any specific conditions imposed by the Commission should be read into any approval motion.

- **Planning Commission recommended approval of the revised plat.**


GERLACH DRIVE
DAKOTAH STREET
PC# 2023-27
PUD
QUAIL RIDGE CIRCLE
PRESTONWOOD CIRCLE
GAIL FARRELL DRIVE
N
W
E
S
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


GERLACH DRIVE
DAKOTAH STREET
PC# 2023-27
PUD
Zoning Map
A-1 Agriculture
C-0 Professional & Business Office
C-1 Convenient Commercial
C-2 Highway Commercial
C-3 General Commercial
CBD Central Business District
H-1 Health Facilities
I-1 Light Industrial
I-2 Medium Industrial
R-1 Single Family Residential
R-2 Two Family Residential
R-3 General Residential Multi Family
R-4 Manufactured Housing
N
W
E
S
QUAIL RIDGE CIRCLE
PRESTONWOOD CIRCLE
GAIL FARRELL DRIVE
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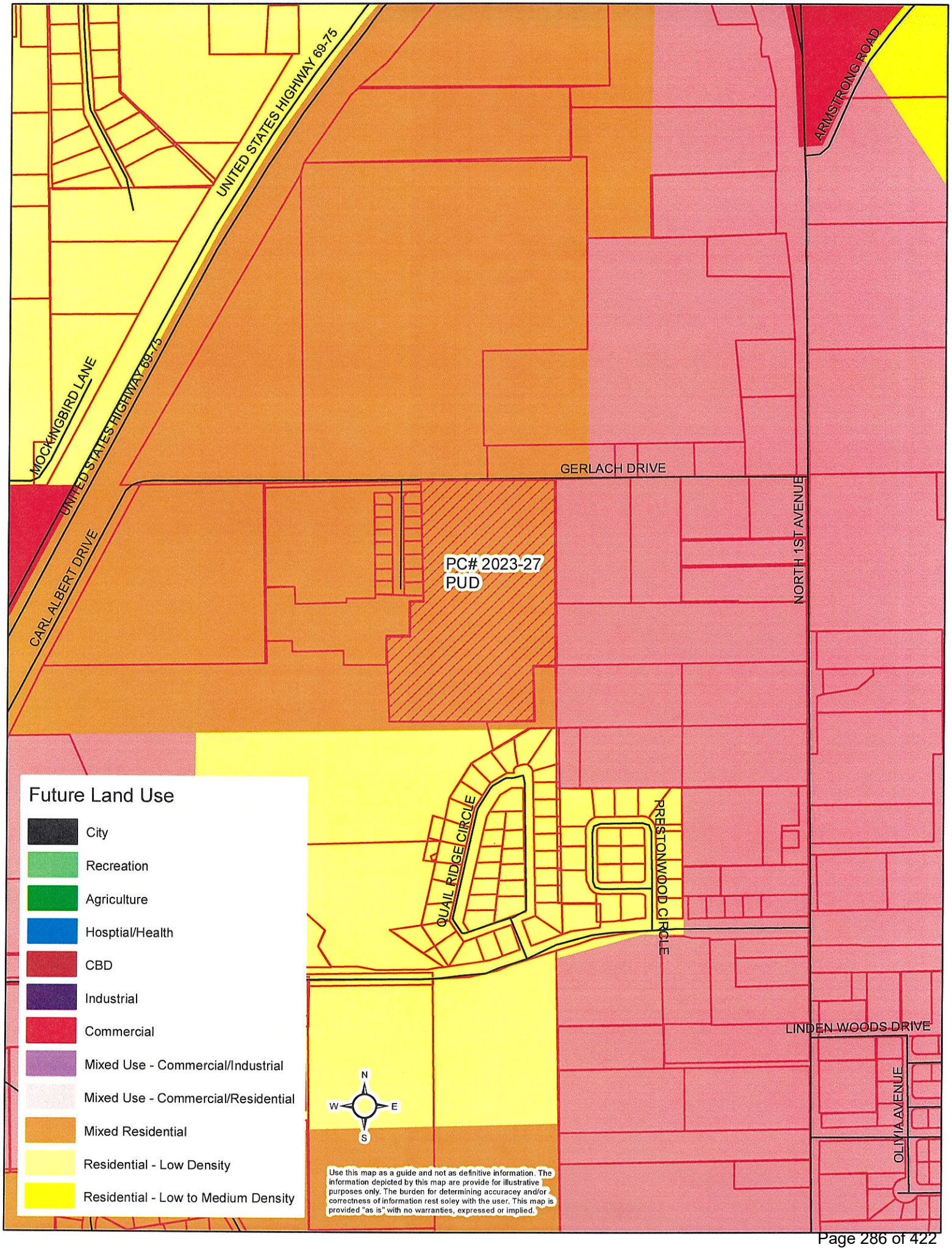
UNITED STATES HIGHWAY 69-75
UNITED STATES HIGHWAY 69-75
ARMSTRONG ROAD
MOCKINGBIRD LANE
GERLACH DRIVE
CARL ALBERT DRIVE
NORTH 1ST AVENUE
PC# 2023-27
PUD
QUAIL RIDGE CIRCLE
PRESTONWOOD CIRCLE
LINDEN WOODS DRIVE
OLIVIA AVENUE
N
W
E
S
Future Land Use
City
Recreation
Agriculture
Hosptial/Health
CBD
Industrial
Commercial
Mixed Use - Commercial/Industrial
Mixed Use - Commercial/Residential
Mixed Residential
Residential - Low Density
Residential - Low to Medium Density
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.

# COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET

PC 2023-27 COPE EQUITIES

| Department | Signature | Date | Notes |
|---|---|---|---|
| Com Dev Director | | | |
| M&O<br>Randy Cantrell | | 09-07-2023 | This will still be on master meters for the whole property |
| Streets<br>Carl Meade | Carl Meade | 9-7-23 | |
| Public Works Director<br>Phillip Hightower | Phillip Hightower | 9-7-23 | |
| Fire Marshal<br>Brandon Brooks | | 9-7-23 | Submit the revised plans for review. Site plan must demonstrate compliance with 2018 IFC BOB |
| Building Official | | 9-7-23 | |
| Engineer<br>Brandon Wall | See Attached email | | — |

Durant.org
Powered by Google

Kari Speers <kspeers@durant.org>

# RE: Comments on these files going to PC October 3rd

1 message

**brandon@wallengineering.com** <brandon@wallengineering.com> Thu, Sep 28, 2023 at 11:48 AM
To: Kari Speers <kspeers@durant.org>

See comments below.

Thanks,

**Brandon Wall, P.E., President**

*Wall Engineering, LLC*

*PO Box 1457, Durant, OK 74702 (mailing)*

*223 N Washington, Durant, OK 74701 (physical)*

*(c) 580.931.7998*

---

**From:** Kari Speers <kspeers@durant.org>
**Sent:** Wednesday, September 27, 2023 10:38 AM
**To:** Brandon Wall <brandon@wallengineering.com>
**Subject:** Comments on these files going to PC October 3rd

Good morning,

I am currently working on getting these cases ready for PC on October 3rd. I still need your comments on these preferably by noon tomorrow. I will be leaving the office at 3pm Friday and have to have everything ready to go on Civic Plus and ready to post by then.

Dale Goad (Sketch Plat) Appears this plat orphans property based on what was submitted. We need more information on location of property boundaries and parcel information.

The Grove (Revised PUD) No additional comments.

Oklahoma Baptists ( CUP and Rezone) No additional comments.

Kash Acres (Final Plat) No additional comments.

Kash Acres is going to be a tricky one because nothing has really been done out there. No building permits could be issued until all publicly owned infrastructure is in place and construction is completed in accordance with approved plans/specs. In fact, if this is a final plat, it can't be approved w/o all of it in place.

# THE CITY OF DURANT
## Office of Community Development

DURANT
· OKLAHOMA ·

Explanation of Procedures for Planned Unit Development (PUD)

If you desire to make application for a Planned Unit Development, the procedure is as follows:

1. Check with the Community Development Department to see what your present zoning is in order to determine whether your proposed PUD is allowed in that zoning district. The Community Development Department will be happy to help you with this.

2. Contact Community Development to set up a pre-development meeting prior to submitting an application.

3. The City of Durant's Zoning Ordinance requires Planned Unit Development applicants to submit with their applications a certified list of the names and addresses of all property owners of record within three hundred (300) feet of their radiuses, which are provided by a Bonded Abstract Company. A map detailing the three hundred (300) foot notice area can be furnished by the Community Development Department to be used to complete the ownership list if required and if requested by the applicant.

4. The applicant is responsible for providing an accurate legal description of the property for which the Planned Unit Development is requested. A bonded abstractor or a registered land surveyor can provide this to you.

5. A complete site plan, drawn to scale, showing the location and dimensions of boundary lines with distances and bearings, easements, required yards any setbacks, and all existing and proposed buildings must be submitted with the Planned Unit Development application. The site plan must also meet the requirements within the current Planned Unit Development Ordinance.

6. In order to properly evaluate the proposed PUD, the Community Development Director may require the following additional information.

    - Location and intended use of existing and proposed buildings on the site, and the approximate location of existing buildings on abutting sites within fifty (50) feet.
    - Preliminary building elevations for all new or renovated structures, indicating height, bulk, and general appearance.
    - Preliminary improvement plans for any alteration of existing watercourses or drainage features, proposed streets and alleys, and the location of the 100-year floodplain.
    - The location of existing and proposed site improvements including parking and loading areas, pedestrian and vehicular access, landscaped areas, utility or service areas, fencing and screening, signs and lighting.
    - The number of existing off-street parking and loading spaces.
    - The relationship of the site and the proposed use to surroundings uses, including pedestrian and vehicular circulation, current use of nearby parcels, and any proposed off-site improvements to be made.

7. Complete the Planned Unit Development application, and bring it and the above required material to the Community Development Department at 300 W. Evergreen, located in City Hall. The Community Development Staff will make sure your application is complete, and will calculate the filing fee according to the following schedule.

    - PUD: $300.00 plus cost of publication.

300 West Evergreen • P.O. Box 578 • Durant, Oklahoma 74702 • (580) 931-6610 • Fax (580) 924-3490
www.durant.org

Your application, along with the filing fee, must be filed at the Community Development Department before noon (12:00 p.m.), at least thirty-six (36) days prior to the next Planning Commission Meeting.

8. After your application and required materials are filed, legal notice of the request will be published in the Durant Daily Democrat, as required by State Law. You are responsible for the cost of publication. Also at this time, every property owner within three hundred (300) feet of the exterior boundaries of your PUD request will be notified by letter, as required by State Law. These owners, and any other citizens, may protest if they so desire. Should the owners of fifty percent (50%) of the land within the notice area protest your request, it will take an affirmative vote of three (3) of the five (5) members of City Council to approve the PUD for your property.

9. The applicant for the PUD request must be the property owner. Please contact the Community Development Director for any questions.

10. The Community Development Staff will research and analyze your request and prepare a staff report with recommendations, which will be delivered to each Planning Commission Member.

11. The Zoning Code requires at a minimum, the following seven conditions be considered as a part of the Planned Unit Development:
    - The use is specifically identified and conforms to conditions listed in the zoning regulations;
    - The proposed use is not injurious to the present use of land nor prevents enjoyment of uses already permitted;
    - The change should not impede normal or orderly development or improvements of surrounding property;
    - Adequate utilities, access roads, drainage and other necessary facilities are provided;
    - Sufficient off-street parking and loading spaces are available;
    - The proposed use does not create a nuisance (odors, fumes, dust, noise and the like) in the area; and
    - If the use requires the applicant to obtain a license or permit from any other regulatory or governmental entity, such permit or license has been obtained.

12. At the next scheduled Planning Commission Meeting (the first Tuesday of each month) your request will be considered at a public hearing. You and/or your representative should be present. Staff will introduce your request, and you and any interested citizens will have the opportunity to speak to the Commission concerning your request.

13. At the conclusion of this public hearing the Planning Commission, by majority vote, will recommend that the Resolution to accomplish your requested Planned Unit Development either be approved or denied. The Planning Commission may recommend that the City Council establish conditions of approval. Conditions may include requirements for special yards, open spaces, buffers, fences, walls and screenings, requirements for installation and maintenance of landscaping and erosion control measures, requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation, and such other conditions that may be necessary to insure compatibility with surrounding uses, and preservation of the public health, safety and welfare. This recommendation along with your application and PUD Resolution will be transmitted to the City Council.

14. At the following City Council meeting (the second Tuesday of each month), the City Council will vote either to adopt or reject the proposed PUD Resolution. You or your representative should be present. At that time the City Council will have reviewed the Planning Commission minutes and recommendation. If the Resolution is approved by the City Council, it will become effective immediately.

The Planning Commission and City Council Meetings are held in the Roscoe J. Hatfield, Council Chambers, Durant City Hall, 300 West Evergreen St., Durant, Oklahoma. If you have any further questions, please call the Community Development Department at 580-931-6610.

The PUD process is independent from all other site development processes. All other applicable building and use permits must be obtained prior to construction. Please check with the Community Development Department concerning additional development requirements.

# PLANNED UNIT DEV. APPLICATION (PUD)

Petition #_____
Fee $_____

APPLICANT INFORMATION

| | | |
|---|---|---|
| Name: MARK COPE | Email: JAMES@COPEDFW.COM | Phone #1 972-208-2673 |
| Mailing Address: 900 W BETHANY DR SUITE 230 | | Phone #2 801-368-6646 |
| City: ALLEN State: TEXAS Zip: 75013 | | Fax # |
| Applicant's Interest in Property: OWNER | | |

__Please use attached addendum if there is more than one applicant.

| | | | |
|---|---|---|---|
| Physical Address of proposed PUD: | | Name of Project: THE GROVE | |
| ___Platted<br>___Un-Platted | Subdivision | Lot | Block |
| Legal Description:<br>(If Un-platted) PART OF THE N/2 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 9 OF THE INDIAN BASE AND MERIDIAN IN BRYAN COUNTY, OK | | | |

| | | | |
|---|---|---|---|
| Existing Zoning: PUD | Proposed Use: 3 STORY APARTMENTS, 2 STORY TOWNHOMES | | |
| Present Use: | Parking Spaces Required: 1 BED - 1.5 SPACES<br>2 BED - 2 SPACES<br>3 BED - 2.5 SPACES | Parking Spaces Provided: | |
| Parcel Width: | Parcel Length: | Acres: | Street/Road Frontage: |
| _____City Water (If City Water will be extended or improvements will be made, please explain:)<br><br>_____City Sewer (If City Sewer will be extended or improvements will be made, please explain:)<br><br>_____Private Water _____Private Sewer | | | |
| Explain in your own words why your property should be a Planned Unit Development.<br>CURRENT ORDINACNE DOES NOT ALLOW MULITPLE BUILDINGS ON ONE SINGLE LOT FOR APARTMENTS. TOWNHOME ZONING DOESN'T EXIST. | | | |

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

Applicant: Mark Aaron Cope Date: 8/25/2023

Office Use Only

| | | | |
|---|---|---|---|
| Date Filed<br><br>Initial | Date Payment Received<br><br>Initial | Notification Mailed<br>Date<br>Initial | Comments |
| Proof of Publication Received<br><br>Date Initial | | Property Posting Verified<br><br>Date Initial | Comprehensive Plan Recommendations |
| Staff Recommendation<br>___Approve<br>___Deny | PC Recommendation<br>___Approve<br>___Deny | City Council Action<br>___Approve<br>___Deny | Ordinance # |

APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

Please describe the nature and operating characteristics of the proposed use:
THE APARTMENTS WILL BE MANAGE BY A 3RD PARTY MANAGEMENT COMPANY. TOWNHOMES WILL BE FEE SIMPLE LOTS.

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking:
THE MULTI-FAMILY WILL PROVIDE PARKING FOR UNITS PER THE TABLE BELOW. TOWNHOMES WILL PRPOVIDE TWO MINIMUM PARKING SPOTS IN A COVERED GARAGE, WITH DRIVEWAYS SUITABLE FOR PARKING.
1 BED - 1.5 SPACES
2 BED - 2 SPACES
3 BED - 2.5 SPACES

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).
TRASH ENLCOSURES WILL BE SCREENED WITH CMU AND METAL GATE FRAMES.

3. Traffic Impacts:
THE SUBJECT PROPERTY IS ADJACENT TO THE HIGH SCHOOL AND WILL HAVE MINIMAL IMPACT TO THE SURROUNDING AREA AS THERE IS NO THROUGH TRAFFIC.

4. Protection of Neighborhoods:
PERIMETER FENCING BETWEEN USES SHALL BE EITHER ORNAMENTAL IRON OR WOOD FENCE. MULTI-FAMILY APARTMENTS WILL HAVE AN ONSITE MANAGEMENT COMPANY.

What licenses and permits (if any) are required for this proposed use?
BUILDING PERMITS REQUIRED FOR EACH BUILDING TYPE (RESIDENTIAL, AMENITY), IRRIGATION PERMITS, FIRE SUPPRESSION, AND OTHER SPECIFIC USE PERMITS AS REQUIRED.

Please list or describe any other reasons to support this Planned Unit Dev. Permit Application.
THIS DEVELOPMENT PROVIDES PERMANENT HOUSING FOR THE CITY OF DURANT THAT PROVIDES MORE TAX REVENUE TO THE CITY AND LONG TERM FAMILIES TO THE SCHOOL DISTRICT.

Bryan County Abstract Company
Serving Bryan County Since 1903

After recording, return to:
Cope Equities, LLC
900 W. Bethany Ste 230
Allen, TX 75013

COUNTY CLERK
BRYAN COUNTY, OK

I-2022-746723 Book 1605 Pg: 340
07/19/2022 3:05 pm Pg 0340-0343
Fee: $ 24.00 Doc: $ 1,650.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

# WARRANTY DEED
# STATUTORY CORPORATION

Documentary Stamps: **$1,650.00**

That **Patco, Inc., an Oklahoma corporation, (the "Grantor")**, in consideration of the sum of TEN & NO/100 Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto **Cope Equities, LLC, (the "Grantee")**, the following described real property and premises situate in **Bryan** County, **Oklahoma**, to wit:

**A part of the N/2 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at the Northeast Corner of NW/4 NE/4 of said Section 20; Thence South 00 degrees 35 minutes 32 seconds East a distance of 1322.77 feet to a found 1/2" steel rod; Thence South 89 degrees 51 minutes 07 seconds West a distance of 148.22 feet to a found 1/2" steel rod; Thence South 59 degrees 32 minutes 37 seconds West a distance of 364.18 feet to a found 1/2" steel rod; Thence South 32 degrees 32 minutes 32 seconds West a distance of 215.54 feet to a found 1/2" steel rod; Thence South 13 degrees 00 minutes 19 seconds West a distance of 293.73 feet to a found railroad spike; Thence South 67 degrees 12 minutes 52 seconds West a distance of 39.46 feet to a found railroad spike; Thence South 21 degrees 13 minutes 38 seconds East a distance of 26.63 feet to a found railroad spike; Thence North 67 degrees 1 1 minutes 46 seconds East a distance of 21.00 feet to a found railroad spike; Thence South 13 degrees 00 minutes 19 seconds West a distance of 356.94 feet to a found 1/2" steel rod; Thence South 32 degrees 59 minutes 03 seconds East a distance of 266.31 feet to a set 1/2" steel rod; Thence South 88 degrees 20 minutes 10 seconds West a distance of 56.53 feet to a found 1/2" steel rod; Thence South 79 degrees 26 minutes 40 seconds West a distance of 54.23 feet to a set 1/2" steel rod; Thence North 89 degrees 56 minutes 20 seconds West a distance of 275.00 feet to a set 1/2" steel rod; Thence North 78 degrees 37 minutes 20 seconds West a distance of 101.98 feet to a set 1/2" steel rod; Thence North 89 degrees 56 minutes 20 seconds West a distance of 135.53 feet to a set 1/2" steel rod; Thence North 31 degrees 46 minutes 55 seconds West a distance of 13 1.35 feet to a set 1/2" steel rod; Thence North 22 degrees 44 minutes 43 seconds East a distance of 91.73 feet to a found 3/8" steel rod; Thence North 47 degrees 24 minutes 57 seconds West a distance of 130.72 feet to a found 3/8" steel rod; Thence North 81 degrees 23 minutes 20 seconds West a distance of 84.21 feet to a set 1/2" steel rod; Thence South 29 degrees 32 minutes 09 seconds West a distance of 10.83 feet to a set ½" steel rod; Thence South 89 degrees 25 minutes 36 seconds West a distance of 492.00 feet to a set ½" steel rod; Thence North 00 degrees 03 minutes 12 seconds East a distance of 203.71 feet to a found 3/8" steel rod; Thence South 89 degrees 47 minutes 46 seconds West a distance of 405.88 feet to a set 1/2" steel rod; Thence North 00 degrees 12 minutes 01 seconds West a distance of 149.70 feet to a set 1/2" steel rod; Thence North 12 degrees 59 minutes 19 seconds West a distance of 61.58 feet to a set 1/2" steel rod; Thence North 23 degrees 51 minutes 40 seconds West a distance of 605.53 feet to a set 1/2" steel rod; Thence North 90 degrees 00 minutes 00 seconds West a distance of 319.44 feet to a set 1/2" steel rod; Thence North 25 degrees 09 minutes 34 seconds East a distance of 57.08 feet to a set 1/2" steel rod; thence North 28 degrees 01 minutes 34 seconds East a distance of 342.30 feet to a set 1/2" steel rod; Thence North 89 degrees 13 minutes 33 seconds East a distance of 1 180.00 feet to a set 1/2" steel rod; Thence North 00 degrees 28 minutes 01 seconds West a distance of 950.00 feet to a set 1/2" steel rod; Thence North 89 degrees 40 minutes 34 seconds East a distance of 192.53 feet to a set 1/2" steel rod; Thence North 89 degrees 59 minutes 26 seconds East a distance of 1338.78 feet to the point of beginning; LESS AND EXCEPT THE FOLLOWING TRACTS DESCRIBED AS:**

**A part of the NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNNG at the Southwest comer of Lot 9 in Block I of the Quail Creek Addition to the City of Durant; Thence North 13 degrees 09 minutes 12 seconds East 15.60 feet to the point of beginning; Thence South 68 degrees 16 minutes 12 seconds West 21.50 feet; Thence North 21 degrees 25 seconds 25 seconds West 26.74 feet; Thence North 68 degrees 16 minutes 12 seconds East 40 feet; Thence South 13 degrees 09 minutes 12 seconds East 32.61 feet to the point of beginning.**

STATE OF OKLAHOMA
Bryan County
Documentary Stamps $ 1,650.00

A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a ½" steel rod found at the Southwest Corner of Lot 10 in Block 1 of Quail Creek Addition to the City of Durant; Thence North 77 degrees 06 minutes 18 seconds West a distance of 65.13 feet to a set ½" steel rod; Thence North 13 degrees 08 minutes 59 seconds East a distance of 120.25 feet to a set ½" steel rod; Thence South 71 degrees 29 minutes 18 seconds East a distance of 65.41 feet to a found ½" steel rod; Thence South 13 degrees 08 minutes 59 seconds West a distance of 113.85 feet to the point of beginning.

A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a 1/2" steel rod found at the Southwest Comer of Lot 5 in Block 1 of the Quail Creek Addition to the City of Durant; Thence South 56 degrees 31 minutes 40 seconds West a distance of 71.21 feet to a set 1/2" steel rod; Thence North 54 degrees 34 minutes 01 seconds West a distance of 219.14 feet to a set 1/2" steel rod; Thence North 82 degrees 49 minutes 33 seconds East a distance of 168.42 feet to a found 1/2 steel rod; Thence South 33 degrees 04 minutes 18 seconds East a distance of 129.84 feet to the point of beginning.

A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a 1/2" steel rod found at the Southwest corner of Lot 4 in Block 1 of the Quail Creek Addition to the City of Durant; Thence with a curve to the right having a radius of 1085.52 feet (chord bears South 88 degrees 03 minutes 14 seconds West, 29.83 feet) an arc length of 29.83 feet to a set 1/2" steel rod; Thence North 54 degrees 34 minutes 01 seconds West a distance of 124.65 feet to a set 1/2" steel rod; Thence North 56 degrees 31 minutes 40 seconds East a distance of 71.21 feet to a found 1/2" steel rod; Thence South 33 degrees 04 minutes 18 seconds East a distance of 131.90 feet to the point of beginning.

A tract of land in the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and in the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE4) of Section Twenty (20), Township Six (6) South, Range Nine (9) East of the Indian Meridian, Bryan County, Oklahoma, more particularly described as:
Being the North 613.76 feet of the East 192.53 feet of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) of said Section Twenty (20) and the North 613.76 feet of the West 629.11 feet of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section Twenty (20).
Said tract being described by metes and bounds as follows:
A tract of land in the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and in the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section Twenty (20), Township Six (6) South, Range Nine (9) East of the Indian Meridian. Bryan County, Oklahoma, more particularly described by metes and bounds as follows:
COMMENCING at the Northeast corner of the Northeast Quarter of said Section;
THENCE South 89 degrees 23 minutes 23 seconds West, along the north line of said Northeast Quarter, a distance of 2028.83 feet to the POINT OF BEGINNING;
THENCE South 00 degrees 43 minutes 32 seconds East, parallel with the west line of said Northeast Quarter, a distance of 613.76 feet;
THENCE South 89 degrees 23 minutes 23 seconds West, parallel with the north line of said Northeast Quarter, a distance of 629.11 feet to a point on the west line of said Northeast Quarter,
THENCE South 89 degrees 31 minutes 8 seconds West, parallel with the North line of the Northwest Quarter of said Section, a distance of 192.53 feet;
THENCE North 00 degrees 4 minutes 32 seconds West, parallel with the east line of said Northwest Quarter, a distance of 613.76 feet to a point on the north line of said Northwest Quarter;
THENCE North 89 degrees 31 minutes 38 seconds East, along said north line, a distance of 192.53 feet to the Northeast comer of said Northwest Quarter;
THENCE North 89 degrees 23 minutes 23 seconds East, along the North line of said Northeast Quarter, a distance of 629.11 feet to the POINT OF BEGINNING.

A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at the Southwest Corner of Lot 10 in Block 1, Quail Creek Addition, an addition to the City of Durant, Thence South 13 degrees 09 minutes 12 seconds West 65.7 feet; Thence South 68 degrees 16 minutes 12 seconds West 40.0 feet; Thence South 21 degrees 25 minutes 25 seconds East 26.74 feet; Thence North 68 degrees 16 minutes 12 seconds East 21.5 feet; Thence South 13 degrees 09 minutes 12 seconds West 15.6 feet; Thence North 82 degrees 46 minutes 40 seconds West 65.23 feet; Thence

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07/19/2022 3:05 pm Pg 0340-0343
Fee: $ 24.00 Doc: $ 1,650.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

North 13 degrees 01 minutes 47 seconds East 120.35 feet; Thence South 77 degrees 06 minutes 18 seconds East 65.13 feet to the point of beginning.

A tract of land lying in the North half of Section Twenty (20), Township Six (6) South, Range Nine (9) East of the Indian Meridian, Bryan County, State of Oklahoma, being more particularly described by metes and bounds as follows:
Commencing at the North Quarter comer of said Section 20; Thence South 89 degrees 31 minutes 38 seconds West along the North line of said Section a distance of 192.53 feet; Thence South 00 degrees 43 minutes 32 seconds a distance of 613.76 feet to the Point of Beginning; Thence North 89 degrees 31 minutes 38 seconds East a distance of 192.53 feet to a point on the East line of the Northwest Quarter of said Section 20; Thence North 89 degrees 23 minutes 23 seconds East a distance of 554.60 feet; Thence South 00 degrees 00 minutes 00 seconds West a distance of 180.33 feet; Thence South 90 degrees 00 minutes 00 seconds West a distance of 124.09 feet; Thence South 00 degrees 00 minutes 00 seconds West a distance of 154.40 feet; Thence South 90 degrees 00 minutes 00 seconds West a distance of 225.21 feet; Thence North 00 degrees 06 minutes 09 seconds West a distance of 76.00 feet; Thence South 90 degrees 00 minutes 00 seconds West a distance of 201.93 feet to a point on the East line of the Northwest Quarter of said Section 20; Thence continuing South 90 degrees 00 minutes 00 seconds West a distance of 68.34 feet; Thence North 00 degrees 00 minutes 00 seconds West a distance of 56.66 feet; Thence South 90 degrees 00 minutes 00 seconds West a distance of 124.92 feet; Thence North 00 degrees 43 minutes 32 seconds West a distance of 194.59 feet to the Point of Beginning.

A part of the N/2 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma further described as: Beginning at the Northwest corner of Lot 9, Block 1 of Quail Creek Subdivision to the City of Durant, Oklahoma, according to the recorded plat thereof; Thence South 13 degrees 00 minutes 19 seconds West, along the West line of Quail Creek Subdivision, a distance of 65.89 feet; Thence South 67 degrees 12 minutes 52 seconds West a distance of 39.46 feet; Thence South 21 degrees 13 minutes 38 seconds East a distance of 26.63 feet; Thence North 67 degrees 11 minutes 46 seconds East a distance of 21.00 feet; Thence South 13 degrees 00 minutes 19 seconds West, along the West line of Quail Creek Subdivision, a distance of 356.94 feet; Thence South 82 degrees 35minutes 37 seconds West a distance of 168.42 feet; Thence South 54 degrees 31 minutes 51 seconds East a distance of 348.95 feet; Thence South 88 degrees 20 minutes 10 seconds West a distance of 28.72 feet; Thence South 79 degrees 26 minutes 40 seconds West a distance of 54.23 feet; Thence North 89 degrees 56 minutes 20 seconds West a distance of 275.00 feet; Thence North 78 degrees 37 minutes 20 seconds West a distance of 101.98 feet; Thence North 89 degrees 56 minutes 20 seconds West a distance of 135.53 feet; Thence North 31 degrees 46 minutes 55 seconds West a distance of 131.35 feet; Thence North 22 degrees 44 minutes 43 seconds East a distance of 91.73 feet; Thence North 47 degrees 24 minutes 57 seconds West a distance of 130.72 feet; Thence North 81 degrees 23 minutes 20 seconds West a distance of 84.21 feet; Thence South 29 degrees 32 minutes 09 seconds West a distance of 10.83 feet; Thence South 89 degrees 25 minutes 36 seconds West a distance of 492.00 feet; Thence North 00 degrees 03 minutes 12 seconds East a distance of 203.71 feet; Thence South 89 degrees 47 minutes 46 seconds West a distance of 405.88 feet; Thence North 00 degrees 12 minutes 01 seconds West a distance of 149.70 feet; Thence North 89 degrees 12 minutes 29 seconds East a distance of 1694.79 feet; back to the point of beginning.

A tract of land situated in a part of the NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Meridian and Baseline, in Bryan County Oklahoma, more particularly described by metes and bounds as follows;
COMMENCING at a ½" pin found at the SW Corner of the S/2 of the SW/4 of NE/4 of the NE/4 of said Section 20, said point also being the NE Corner of Lot 11 in Block 3 of Quail Creek Addition the City of Durant, Bryan County, Oklahoma, and the true POINT OF BEGINNING; Thence South 88 degrees 36 minutes 46 seconds West along the North line of Lot 11 in Block 3 and the North line of Lot 16 In Block 1 of Quail Creek Addition, a distance of 148.22 feet to a found ½" steel pin; Thence South 59 degrees 25 minutes 48 seconds West, along the Northerly line of Lots 16 and 15 in Block 1 of Quail Creek, Addition, a distance of 216.99 feet to set ½" steel pin with PLS 1819 ID cap; Thence North 12 degrees 14 minutes 00 seconds West a distance of 154.24 feet to a set ½" steel pin with PLS 1819 ID cap; Thence North 89 degrees 28 minutes 31 seconds a distance of 249.34 feet to a set ½" steel pin with 1819 ID cap; Thence North 00 degrees 31 minutes 29 seconds West a distance of 290.15 feet a set ½" steel pin with PLS 1819 ID cap; Thence North 89 degrees 32 minutes 55 seconds a distance of 118.00 feet to the NW Corner of the S/2 of the SW/4 of the NE/4 of the NE/4 of said Section 20, occupied by a found 3/8" steel pin with CA 4450 ID cap; Thence South 00 degrees 31 minutes 29 seconds along the West line of the S/2 of the SW/4 of the NE/4 of the NE/4, a distance of 330.15 feet back to the true Point of Beginning.

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Fee: $ 24.00 Doc: $ 1,650.00
Tammy Reynolds - Bryan County Clerk
State of 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 said Grantee, and to the heirs, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this **15th** day of **July, 2022.**

**Patco, Inc.**

By: **Mike Patterson, President**

ACKNOWLEDGMENT - OKLAHOMA FORM

STATE OF **OKLAHOMA** }
}ss.
COUNTY OF **BRYAN** }

This instrument was acknowledged before me on this **15th**, day of **July, 2022** by **Mike Patterson**, as **President** of **Patco, Inc.**, a Corporation.

**Christopher Adams**, Notary Public

My Commission Expires: **April 12, 2026**

Commission No.:

File No.: **2022030160**
Name of Title Insurer:

CHRISTOPHER ADAMS
NOTARY
# 06003773
PUBLIC
STATE OF OKLAHOMA

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07/19/2022 3:05 pm Pg 0340-0343
Fee: $ 24.00 Doc: $ 1,650.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

Bryan County Treasurer
Prudy Sullivan-Holt

Home State Map View or Pay Tax Info Mortgage Tax Calculator Menu 0

Prudy Sullivan-Holt, Treasurer
Location of Treasurer's Office:
323 W. Beech Street Durant, Oklahoma 74701
Phone: 580-924-0748
Fax: 580-924-3383
E-Mail: bryan@okcountytreasurers.com
Office Hours: Monday thru Friday, 8:00 AM to 4:30 PM

## Tax payments updated through 4/11/22 close-of-business.

### Owner Name and Address

PATCO ENTERPRISES, INC
P O BOX 1321
DURANT OK 74702-1321

### Taxroll Information

| | | |
|---|---|---|
| **Tax Year :** | 2021 | |
| **Property ID :** | A399-20-06S-09E-1-011-00 | |
| **Location :** | | |
| **School District :** | 1072 Durant | **Mills :** 96.2 |
| **Type of Tax :** | Real Estate | |
| **Tax ID :** | 22854 | |

### Legal Description and Other Information:

20-6-9 BEING N2 OF SEC, BEG NE/C NWNE OF SEC, S00.3532E 1322.77',S89.5107W 148.22',S59.3237W 364.18' , S32.3232W 215.54', S13.0019W 293.73', S67.1552W 39.46', S21.1338E 26.63', N67.1146E 21', S13.0019W 356.94', S32.5903E 266.31', S88.2010W 56.53', S79.2653W 54.23', N89.5620W 275', N78.3720W 101.98', N89.5620W 135.53', N31.4655W 131.35', N22.4443E 91.73', N47.2457W 130.72', N81.2320W 84.21', S293209W 10.83', S89.2536W 492', N00.0312E 203.71', S89.4746W 405.88', N00.1201W 149.70', N12.5919W 61.58', N23.5140W 605.53', N90.0000W 319.44', N25.0934E 57.08', 66.33 Acres

History

| Assessed Valuations | Amount |
|---|---|
| Land | 17772 |
| Improvements | 0 |
| Net Assessed | 17772 |

| Tax Values | Amount |
|---|---|
| Base Tax | 1,710.00 |
| Penalty | 0.00 |
| Fees | 0.00 |
| Payments | 1,710.00 |
| Total Paid | 1,710.00 |
| Total Due | 0.00 |

| Date | Receipt | Paid With | Payment For | Amount | Paid By |
|---|---|---|---|---|---|
| 01/28/2022 | 27311 | Check | Taxes | 855.00 | PATCO, INC->Check# 188->PM 12/29/21 |
| 03/01/2022 | 30305 | Check | Taxes | 855.00 | PATCO, INC->Check# 189 PM 02/22/2022 BY GLOR... |

Login (build: 9487:20220317.4)
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| First American Title™ | ALTA Commitment for Title Insurance<br>ISSUED BY<br>**First American Title Insurance Company** |
|---|---|
| **Schedule A** | |

***Transaction Identification Data for reference only:***
Issuing Agent: **The Bryan County Abstract Company**
Issuing Office's ALTA® Registry ID: **1034473**
Commitment No.: **2022030160**
Property Address:
Revision No.:

Issuing Office: **The Bryan County Abstract Company**
Loan ID No.:
Issuing Office File No.: **2022030160**

## SCHEDULE A

1. Commitment Date: **April 12, 2022** at **7:00AM**

2. Policy to be issued:
   (a) ☒ ALTA® Owner's Policy of Title Insurance
   Proposed Insured: **Cope Equities, LLC**
   Proposed Policy Amount: **$1,100,000.00**
   (b) ☒ ALTA® Loan Policy of Title Insurance
   Proposed Insured: **Patco, Inc.**
   Proposed Policy Amount: **$900,000.00**
   (c) ☐ ALTA ® Policy
   Proposed Insured:
   Proposed Policy Amount: $

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple.** *(identify estate covered, i.e., fee, leasehold, etc.).*

4. The Title is, at the Commitment Date, vested in:

   **PATCO, INC.,** as shown in **Warranty** Deed filed **September 13, 1999**, of record in Book **945**, Page **191**, **Bryan** County, **Oklahoma**

5. The Land is described as follows:

   **A part of the N/2 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at the Northeast Corner of NW/4 NE/4 of said Section 20; Thence South 00 degrees 35 minutes 32 seconds East a distance of 1322.77 feet to a found 1/2" steel rod; Thence South 89 degrees 51 minutes 07 seconds West a distance of 148.22 feet to a found 1/2" steel rod; Thence South 59 degrees 32 minutes 37 seconds West a distance of 364.18 feet to a found 1/2" steel rod; Thence South 32 degrees 32 minutes 32 seconds West a distance of 215.54 feet to a found 1/2" steel rod; Thence South 13 degrees 00 minutes 19 seconds West a distance of 293.73 feet to a found railroad spike; Thence South 67 degrees 12 minutes 52 seconds West a distance of 39.46 feet to a found railroad spike; Thence South 21 degrees**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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AMERICAN LAND TITLE ASSOCIATION

**13 minutes 38 seconds East a distance of 26.63 feet to a found railroad spike; Thence North 67 degrees 1 1 minutes 46 seconds East a distance of 21.00 feet to a found railroad spike; Thence South 13 degrees 00 minutes 19 seconds West a distance of 356.94 feet to a found 1/2" steel rod; Thence South 32 degrees 59 minutes 03 seconds East a distance of 266.31 feet to a set 1/2" steel rod; Thence South 88 degrees 20 minutes 10 seconds West a distance of 56.53 feet to a found 1/2" steel rod; Thence South 79 degrees 26 minutes 40 seconds West a distance of 54.23 feet to a set 1/2" steel rod; Thence North 89 degrees 56 minutes 20 seconds West a distance of 275.00 feet to a set 1/2" steel rod; Thence North 78 degrees 37 minutes 20 seconds West a distance of 101.98 feet to a set 1/2" steel rod; Thence North 89 degrees 56 minutes 20 seconds West a distance of 135.53 feet to a set 1/2" steel rod; Thence North 31 degrees 46 minutes 55 seconds West a distance of 13 1.35 feet to a set 1/2" steel rod; Thence North 22 degrees 44 minutes 43 seconds East a distance of 91.73 feet to a found 3/8" steel rod; Thence North 47 degrees 24 minutes 57 seconds West a distance of 130.72 feet to a found 3/8" steel rod; Thence North 81 degrees 23 minutes 20 seconds West a distance of 84.21 feet to a set 1/2" steel rod; Thence South 29 degrees 32 minutes 09 seconds West a distance of 10.83 feet to a set ½" steel rod; Thence South 89 degrees 25 minutes 36 seconds West a distance of 492.00 feet to a set ½" steel rod; Thence North 00 degrees 03 minutes 12 seconds East a distance of 203.71 feet to a found 3/8" steel rod; Thence South 89 degrees 47 minutes 46 seconds West a distance of 405.88 feet to a set 1/2" steel rod; Thence North 00 degrees 12 minutes 01 seconds West a distance of 149.70 feet to a set 1/2" steel rod; Thence North 12 degrees 59 minutes 19 seconds West a distance of 61.58 feet to a set 1/2" steel rod; Thence North 23 degrees 51 minutes 40 seconds West a distance of 605.53 feet to a set 1/2" steel rod; Thence North 90 degrees 00 minutes 00 seconds West a distance of 319.44 feet to a set 1/2" steel rod; Thence North 25 degrees 09 minutes 34 seconds East a distance of 57.08 feet to a set 1/2" steel rod; thence North 28 degrees 01 minutes 34 seconds East a distance of 342.30 feet to a set 1/2" steel rod; Thence North 89 degrees 13 minutes 33 seconds East a distance of 1 180.00 feet to a set 1/2" steel rod; Thence North 00 degrees 28 minutes 01 seconds West a distance of 950.00 feet to a set 1/2" steel rod; Thence North 89 degrees 40 minutes 34 seconds East a distance of 192.53 feet to a set 1/2" steel rod; Thence North 89 degrees 59 minutes 26 seconds East a distance of 1338.78 feet to the point of beginning; LESS AND EXCEPT THE FOLLOWING TRACTS DESCRIBED AS:**

**A part of the NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNNG at the Southwest comer of Lot 9 in Block I of the Quail Creek Addition to the City of Durant; Thence North 13 degrees 09 minutes 12 seconds East 15.60 feet to the point of beginning; Thence South 68 degrees 16 minutes 12 seconds West 21.50 feet; Thence North 21 degrees 25 seconds 25 seconds West 26.74 feet; Thence North 68 degrees 16 minutes 12 seconds East 40 feet; Thence South 13 degrees 09 minutes 12 seconds East 32.61 feet to the point of beginning.**

**A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a ½" steel rod found at the Southwest Corner of Lot 10 in Block 1 of Quail Creek Addition to the City of Durant; Thence North 77 degrees 06 minutes 18 seconds West a distance of 65.13 feet to a set ½" steel rod; Thence North 13 degrees 08 minutes 59 seconds East a distance of 120.25 feet to a set ½" steel rod; Thence South 71 degrees 29 minutes 18 seconds East a distance of 65.41 feet to a found ½" steel rod; Thence South 13 degrees 08 minutes 59 seconds West a distance of 113.85 feet to the point of beginning.**

**A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a 1/2" steel rod found at the Southwest Comer of Lot 5 in Block 1 of the Quail Creek Addition to the City of Durant; Thence South 56 degrees 31 minutes 40 seconds West a distance of 71.21 feet to a set 1/2" steel rod; Thence North 54 degrees 34 minutes 01 seconds West a distance of 219.14 feet to a set 1/2" steel rod; Thence North 82 degrees 49 minutes 33 seconds East a distance of 168.42 feet to a found 1/2 steel rod; Thence South 33 degrees 04 minutes 18 seconds East a distance of 129.84 feet to the point of beginning.**

**A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a 1/2" steel rod found at the Southwest corner of Lot 4 in Block 1 of the Quail Creek Addition to the City of Durant; Thence with a curve to the right having a radius of 1085.52 feet (chord bears South 88 degrees 03 minutes 14 seconds West, 29.83 feet) an arc length of 29.83 feet to a set 1/2" steel rod; Thence North 54 degrees 34 minutes 01 seconds West a distance of 124.65 feet to a**

**set 1/2" steel rod; Thence North 56 degrees 31 minutes 40 seconds East a distance of 71.21 feet to a found 1/2" steel rod; Thence South 33 degrees 04 minutes 18 seconds East a distance of 131.90 feet to the point of beginning.**

**A tract of land in the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and in the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE4) of Section Twenty (20), Township Six (6) South, Range Nine (9) East of the Indian Meridian, Bryan County, Oklahoma, more particularly described as:**
**Being the North 613.76 feet of the East 192.53 feet of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) of said Section Twenty (20) and the North 613.76 feet of the West 629.11 feet of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section Twenty (20).**
**Said tract being described by metes and bounds as follows:**
**A tract of land in the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and in the Northwest Quarter of the Northwest Quarter of the Northeast**
**Quarter (NW/4 NW/4 NE/4) of Section Twenty (20), Township Six (6) South, Range Nine (9) East of the Indian Meridian. Bryan County, Oklahoma, more particularly described by metes and bounds as follows:**
**COMMENCING at the Northeast corner of the Northeast Quarter of said Section;**
**THENCE South 89 degrees 23 minutes 23 seconds West, along the north line of said Northeast Quarter, a distance of 2028.83 feet to the POINT OF BEGINNING;**
**THENCE South 00 degrees 43 minutes 32 seconds East, parallel with the west line of said Northeast Quarter, a distance of 613.76 feet;**
**THENCE South 89 degrees 23 minutes 23 seconds West, parallel with the north line of said Northeast Quarter, a distance of 629.11 feet to a point on the west line of said Northeast Quarter,**
**THENCE South 89 degrees 31 minutes 8 seconds West, parallel with the North line of the Northwest Quarter of said Section, a distance of 192.53 feet;**
**THENCE North 00 degrees 4 minutes 32 seconds West, parallel with the east line of said Northwest Quarter, a distance of 613.76 feet to a point on the north line of said Northwest Quarter;**
**THENCE North 89 degrees 31 minutes 38 seconds East, along said north line, a distance of 192.53 feet to the Northeast comer of said Northwest Quarter;**
**THENCE North 89 degrees 23 minutes 23 seconds East, along the North line of said Northeast Quarter, a distance of 629.11 feet to the POINT OF BEGINNING.**

**A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at the Southwest Corner of Lot 10 in Block 1, Quail Creek Addition, an addition to the City of Durant, Thence South 13 degrees 09 minutes 12 seconds West 65.7 feet; Thence South 68 degrees 16 minutes 12 seconds West 40.0 feet; Thence South 21 degrees 25 minutes 25 seconds East 26.74 feet; Thence North 68 degrees 16 minutes 12 seconds East 21.5 feet; Thence South 13 degrees 09 minutes 12 seconds West 15.6 feet; Thence North 82 degrees 46 minutes 40 seconds West 65.23 feet; Thence North 13 degrees 01 minutes 47 seconds East 120.35 feet; Thence South 77 degrees 06 minutes 18 seconds East 65.13 feet to the point of beginning.**

**A tract of land lying in the North half of Section Twenty (20), Township Six (6) South, Range Nine (9) East of the Indian Meridian, Bryan County, State of Oklahoma, being more particularly described by metes and bounds as follows:**
**Commencing at the North Quarter comer of said Section 20; Thence South 89 degrees 31 minutes 38 seconds West along the North line of said Section a distance of 192.53 feet; Thence South 00 degrees 43 minutes 32 seconds a distance of 613.76 feet to the Point of Beginning; Thence North 89 degrees 31 minutes 38 seconds East a distance of 192.53 feet to a point on the East line of the Northwest Quarter of said Section 20; Thence North 89 degrees 23 minutes 23 seconds East a distance of 554.60 feet; Thence South 00 degrees 00 minutes 00 seconds West a distance of 180.33 feet; Thence South 90 degrees 00 minutes 00 seconds West a distance of 124.09 feet; Thence South 00 degrees 00 minutes 00 seconds West a distance of 154.40 feet; Thence South 90 degrees 00 minutes 00 seconds West a distance of 225.21 feet; Thence North 00 degrees 06 minutes 09 seconds West a distance of 76.00 feet; Thence South 90 degrees 00 minutes 00 seconds West a distance of 201.93 feet to a point on the East line of the Northwest Quarter of said Section 20; Thence continuing South 90 degrees 00**

**minutes 00 seconds West a distance of 68.34 feet; Thence North 00 degrees 00 minutes 00 seconds West a distance of 56.66 feet; Thence South 90 degrees 00 minutes 00 seconds West a distance of 124.92 feet; Thence North 00 degrees 43 minutes 32 seconds West a distance of 194.59 feet to the Point of Beginning.**

**A part of the N/2 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma further described as: Beginning at the Northwest corner of Lot 9, Block 1 of Quail Creek Subdivision to the City of Durant, Oklahoma, according to the recorded plat thereof; Thence South 13 degrees 00 minutes 19 seconds West, along the West line of Quail Creek Subdivision, a distance of 65.89 feet; Thence South 67 degrees 12 minutes 52 seconds West a distance of 39.46 feet; Thence South 21 degrees 13 minutes 38 seconds East a distance of 26.63 feet; Thence North 67 degrees 11 minutes 46 seconds East a distance of 21.00 feet; Thence South 13 degrees 00 minutes 19 seconds West, along the West line of Quail Creek Subdivision, a distance of 356.94 feet; Thence South 82 degrees 35minutes 37 seconds West a distance of 168.42 feet; Thence South 54 degrees 31 minutes 51 seconds East a distance of 348.95 feet; Thence South 88 degrees 20 minutes 10 seconds West a distance of 28.72 feet; Thence South 79 degrees 26 minutes 40 seconds West a distance of 54.23 feet; Thence North 89 degrees 56 minutes 20 seconds West a distance of 275.00 feet; Thence North 78 degrees 37 minutes 20 seconds West a distance of 101.98 feet; Thence North 89 degrees 56 minutes 20 seconds West a distance of 135.53 feet; Thence North 31 degrees 46 minutes 55 seconds West a distance of 131.35 feet; Thence North 22 degrees 44 minutes 43 seconds East a distance of 91.73 feet; Thence North 47 degrees 24 minutes 57 seconds West a distance of 130.72 feet; Thence North 81 degrees 23 minutes 20 seconds West a distance of 84.21 feet; Thence South 29 degrees 32 minutes 09 seconds West a distance of 10.83 feet; Thence South 89 degrees 25 minutes 36 seconds West a distance of 492.00 feet; Thence North 00 degrees 03 minutes 12 seconds East a distance of 203.71 feet; Thence South 89 degrees 47 minutes 46 seconds West a distance of 405.88 feet; Thence North 00 degrees 12 minutes 01 seconds West a distance of 149.70 feet; Thence North 89 degrees 12 minutes 29 seconds East a distance of 1694.79 feet; back to the point of beginning.**

**A tract of land situated in a part of the NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Meridian and Baseline, in Bryan County Oklahoma, more particularly described by metes and bounds as follows;**
**COMMENCING at a ½" pin found at the SW Corner of the S/2 of the SW/4 of NE/4 of the NE/4 of said Section 20, said point also being the NE Corner of Lot 11 in Block 3 of Quail Creek Addition the City of Durant, Bryan County, Oklahoma, and the true POINT OF BEGINNING; Thence South 88 degrees 36 minutes 46 seconds West along the North line of Lot 11 in Block 3 and the North line of Lot 16 In Block 1 of Quail Creek Addition, a distance of 148.22 feet to a found ½" steel pin; Thence South 59 degrees 25 minutes 48 seconds West, along the Northerly line of Lots 16 and 15 in Block 1 of Quail Creek, Addition, a distance of 216.99 feet to set ½" steel pin with PLS 1819 ID cap; Thence North 12 degrees 14 minutes 00 seconds West a distance of 154.24 feet to a set ½" steel pin with PLS 1819 ID cap; Thence North 89 degrees 28 minutes 31 seconds a distance of 249.34 feet to a set ½" steel pin with 1819 ID cap; Thence North 00 degrees 31 minutes 29 seconds West a distance of 290.15 feet a set ½" steel pin with PLS 1819 ID cap; Thence North 89 degrees 32 minutes 55 seconds a distance of 118.00 feet to the NW Corner of the S/2 of the SW/4 of the NE/4 of the NE/4 of said Section 20, occupied by a found 3/8" steel pin with CA 4450 ID cap; Thence South 00 degrees 31 minutes 29 seconds along the West line of the S/2 of the SW/4 of the NE/4 of the NE/4, a distance of 330.15 feet back to the true Point of Beginning.**

***FIRST AMERICAN TITLE INSURANCE COMPANY***
*Countersigned by: The Bryan County Abstract Company*

By:

**Melissa Cathey, License #81962**
Authorized Signatory

| First American Title™ | ALTA Commitment for Title Insurance<br>ISSUED BY<br>**First American Title Insurance Company** |
|---|---|
| **Schedule BI & BII** | |

Commitment No.: **2022030160**

**SCHEDULE B, PART I**

**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements the Land have been or will be paid.
6. Deed from **Patco, Inc.**, vesting fee simple title in **Cope Equities, LLC**.

   NOTE: The State of Oklahoma required the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided by 68 Okla. Stat. 3202.
7. Mortgage from **Cope Equities, LLC**, securing your loan.

   NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage.
8. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exception will remain on policy.
9. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
10. All policies will be issued with the appropriate version of the FA-Special Oklahoma Endorsement. Examples are attached to this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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11. **Company requires Corporate Resolution from Patco, Inc. authorizing this transaction. Verify that said corporation is in good standing by securing a "Good Standing Certificate".**

12. **The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and/or the regulations of Cope Equities, LLC, any amendments thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents. The Company reserves the right to make additional requirements upon receipt of said documentation.**

13. **The notarization of all documents executed in connection with the transaction contemplated by this Commitment shall take place either in the physical presence of the person executing the documents or through a properly conducted and approved remote on line notary session. If not, the following exception will appear on the policy:**

    **EXCEPTION (Owner's policy):**

    **"Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the recording of documents not properly notarized in the physical presence of the person executing the documents or through a properly conducted remote on line notary session."**

    **EXCEPTION (Loan policy):**

    **"Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or recording of documents not properly notarized either in the physical presence of the person executing the documents or through a properly conducted remote on line notary session in the transaction vesting the Title or creating the lien of the Insured Mortgage."**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Commitment No.: **2022030160**

## SCHEDULE B, PART II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

> Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquired for value of record, the estate, interest or mortgage thereon covered by this instrument.

### STANDARD EXCEPTIONS

a. Rights or claims of parties in possession not shown by the Public Records.

b. Easements, or claims of easements, not shown by the Public Records.

c. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an inspection of the Land.

d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records

e. The Standard Exceptions (a, b, c and d above) may be eliminated in the Policy upon meeting the requirements of the Company.

### SPECIAL EXCEPTIONS

1. Ad valorem taxes for **2022** amount of which is not ascertainable, due or payable.

2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or



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otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.

3. Water rights, claims or title to water, whether or not shown by the Public Records.

4. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.

5. **Right of Way Deed to Southwestern Bell Telephone Company, recorded in Book 197, Page 114.**

6. **Easement to the City of Durant recorded in Book 290, Page 305. Corrective Partial Release of Easement recorded in Book 1002, Page 1099.**

7. **Easement in favor of the City of Durant, Oklahoma, recorded in Book 736, Page 599.**

8. **Dedication Deeds to the City of Durant, recorded in Book 534, pages 16 and 19; corrected in Book 574, Page 198 and in Book 597 Page 57.**

9. **Easement to Oklahoma Gas and Electric Company, recorded in Book 750, Page 250.**

10. **Water Line Easement to the City of Durant, recorded in Book 684, Page 911.**

11. **Roadway Easement to Bryan County, Oklahoma, recorded in Book 442, Page 331.**

12. **Permanent Easement in favor of The City of Durant, recorded in Book 1000, Page 650.**

13. **Grant of Right-of-Way Easement in favor of Durant Housing Associates Limited Partnership (ParkRidge), recorded in Book 1000, Page 653.**

14. **Sign Easement Agreement by and between Patco Enterprises, Inc. and Durant Housing Associates II Limited Partnership, recorded in Book 1159, Page 981.**

15. **Easement Agreement by and between Patco Enterprises, Inc. and Windstream KDL, Inc., recorded in Book 1349, Page 998.**

16. **Report of Commissioners in favor of Oklahoma Gas and Electric Company filed in Case No. CS-2016-779 and Order Approving Report of Commissioners recorded in Book 1465, Page 716.**

17. **Non-Exclusive Easement for Sewer Line Purposes in favor of Fusion Bible Church, Inc., recorded in Book 1431, Page 210.**

18. **City of Durant Ordinance No. 851 regulating, restricting, and prohibiting in the City of Durant, Oklahoma, the building or setting up of drilling rigs for the purpose of exploring, developing and producing oil or gas, recorded in Book 509, Page 278.**

19. **Joint Bryan County-City of Durant Airspace Zoning Ordinance No. 1 regulating air space and height of structures in approach zone of Eaker Field Airport, recorded in Book 568, Page 442.**

20. **Height Restriction Zoning Ordinance relating to Zoning, Establishing that the Airport hazards are contrary to public interest; Defining certain terms used; creating airport zoning; establishing airport zone height limitations; regulating and restricting the height of structures and objects of natural growth, and creating the**



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**appropriate zones and establishing the boundaries thereof; providing for changes in the restrictions and boundaries of such zones; providing for permits and fees; providing for enforcement; creating a board of adjustment; providing for appeals from board of adjustment decisions; providing for judicial review; creating penalties and remedies; providing for severability; and declaring an emergency, of record in Book 1067, Page 1017 and re-recorded in Book 1071, Page 284.**



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AMERICAN LAND TITLE ASSOCIATION

First American Title

**ENDORSEMENT**
**(FA-SPECIAL OKLAHOMA ENDORSEMENT – ALTA OWNER'S POLICY)**
**Issued by**
***First American Title Insurance Company***

Attached to Policy No.: XXXX
File No.: XXXX

1. Condition 1(i) of the policy is deleted and replaced with the following:

   (i) "Public Records": Records established under Oklahoma state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

2. Condition 17 of the policy is deleted and replaced with the following:

   **17. CHOICE OF LAW; FORUM**

   (a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State of Oklahoma and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State of Oklahoma.

   Therefore, the court or an arbitrator shall apply the law of the State of Oklahoma to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of any Native American Tribe or Nation.

   (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in an Oklahoma state court or a federal court within the United States of America having appropriate jurisdiction.

3. The Company confirms that Exclusions 1 and 2 of this policy apply to (i) any law, ordinance, permit, or governmental regulation, (ii) any governmental police power, and (iii) rights of eminent domain, of a Native American Tribe or Nation, to the same extent as any other governmental entity.

4. The following is added as an Exclusion from Coverage in the policy:

   6. Defects, liens, encumbrances, adverse claims, notices or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by a Native American Tribe or Nation.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this

endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

BRYAN COUNTY ABSTRACT COMPANY

By: _____
Authorized Countersignature

| | |
|---|---|
| September 15, 2020 | FA Special Oklahoma Endorsement – ALTA Owner's Policy |

First American Title

**ENDORSEMENT**
**(FA-SPECIAL OKLAHOMA ENDORSEMENT – ALTA LOAN POLICY)**
**Issued by**
***First American Title Insurance Company***

Attached to Policy No.: XXXX
File No.: XXXX

1. Condition 1(k) of the policy is deleted and replaced with the following:

   (k) "Public Records": Records established under Oklahoma state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

2. Condition 16 of the policy is deleted and replaced with the following:

   **16. CHOICE OF LAW; FORUM**

   (a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State of Oklahoma and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State of Oklahoma.

   Therefore, the court or an arbitrator shall apply the law of the State of Oklahoma to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of any Native American Tribe or Nation.

   (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in an Oklahoma state court or a federal court within the United States of America having appropriate jurisdiction.

3. The Company confirms that Exclusions 1 and 2 of this policy apply to (i) any law, ordinance, permit, or governmental regulation, (ii) any governmental police power, and (iii) rights of eminent domain, of a Native American Tribe or Nation, to the same extent as any other governmental entity.

4. The following are added as Exclusions from Coverage in the policy:

   8. Defects, liens, encumbrances, adverse claims, notices or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by a Native American Tribe or Nation.

   9. Invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage or claim of Unmarketable Title if the Insured Mortgage fails to expressly provide for Oklahoma state law as the choice of law for the enforcement of the Insured Mortgage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

BRYAN COUNTY ABSTRACT COMPANY

By: _____

Authorized Countersignature

| | |
|---|---|
| September 15, 2020 | FA Special Oklahoma Endorsement – ALTA Loan Policy |

| First American Title™ | ALTA Commitment for Title Insurance<br>ISSUED BY<br>**First American Title Insurance Company** |
|---|---|
| **Commitment** | |

**COMMITMENT FOR TITLE INSURANCE**

**Issued By**

***FIRST AMERICAN TITLE INSURANCE COMPANY***

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Kenneth D. DeGiorgio, President  Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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AMERICAN LAND TITLE ASSOCIATION

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**
   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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AMERICAN LAND TITLE ASSOCIATION

State of Oklahoma 513503
County of Bryan
Filed 9-13-99
Book 945 Page 191
Glenda Sue Williams 194
County Clerk Deputy

STATE OF OKLAHOMA
Bryan County
Documentary Stamps $300.00

# Warranty Deed

Return: Patco., Inc.
P.O. Box 1696
Durant, OK 74702

KNOW ALL MEN BY THESE PRESENTS:

That; **SERVITORE L. L. C., an Oklahoma limited liability company, composed of EAGLES FOUR, INC., an Oklahoma corporation and THE PATTERSON COMPANY, L. L. C. a/k/a PATTERSON, L. L. C., an Oklahoma limited liability company**, party of the first part, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto **PATCO, INC.**, P.O. Box 1696 Durant, OK 74702-1696, party of the second part, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

**SEE ATTACHED LEGAL DESCRIPTION**

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 party of the second part, its successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and Delivered this 10 day of Sept, 1999.

**SERVITORE, L. L. C., an Oklahoma limited liability company**

**By: EAGLES FOUR, INC., an Oklahoma corporation**

By: _____
**MIKE SITTON, President**

**By: THE PATTERSON COMPANY, L. L. C. a/k/a PATTERSON, L. L. C., an Oklahoma limited liability company**

By: _____
**MICHAEL PATTERSON, Member/Manager**

STATE OF OKLAHOMA )
) ss. ACKNOWLEDGMENT
COUNTY OF BRYAN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10 day of September, 1999, personally appeared Mike Sitton, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Eagles Four, Inc., an Oklahoma corporation, member of Servitore, L. L. C., an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Janet McCollum
NOTARY PUBLIC

My Commission Expires:
6-26-2004

000191

STATE OF OKLAHOMA )
) ss. ACKNOWLEDGMENT
COUNTY OF BRYAN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10 day of Sept, 1999, personally appeared **Michael Patterson**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as **Member/Manager** **of The Patterson Company, L.L.C. a/k/a Patterson, L.L.C., an Oklahoma limited liability company, member of Servitore L. L. C., an Oklahoma limited liability company,** and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

1-28-2004

000192

EXHIBIT "A"

A part of the N/2 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at the Northeast Corner of NW/4 NE/4 of said Section 20; Thence South 00 degrees 35 minutes 32 seconds East a distance of 1322.77 feet to a found 1/2" steel rod; Thence South 89 degrees 51 minutes 07 seconds West a distance of 148.22 feet to a found 1/2" steel rod; Thence South 59 degrees 32 minutes 37 seconds West a distance of 364.18 feet to a found 1/2" steel rod; Thence South 32 degrees 32 minutes 32 seconds West a distance of 215.54 feet to a found 1/2" steel rod; Thence South 13 degrees 00 minutes 19 seconds West a distance of 293.73 feet to a found railroad spike; Thence South 67 degrees 12 minutes 52 seconds West a distance of 39.46 feet to a found railroad spike; Thence South 21 degrees 13 minutes 38 seconds East a distance of 26.63 feet to a found railroad spike; Thence North 67 degrees 11 minutes 46 seconds East a distance of 21.00 feet to a found railroad spike; Thence South 13 degrees 00 minutes 19 seconds West a distance of 356.94 feet to a found 1/2" steel rod; Thence South 32 degrees 59 minutes 03 seconds East a distance of 266.31 feet to a set 1/2" steel rod; Thence South 88 degrees 20 minutes 10 seconds West a distance of 56.53 feet to a found 1/2" steel rod; Thence South 79 degrees 26 minutes 40 seconds West a distance of 54.23 feet to a set 1/2" steel rod; Thence North 89 degrees 56 minutes 20 seconds West a distance of 275.00 feet to a set 1/2" steel rod; Thence North 78 degrees 37 minutes 20 seconds West a distance of 101.98 feet to a set 1/2" steel rod; Thence North 89 degrees 56 minutes 20 seconds West a distance of 135.53 feet to a set 1/2" steel rod; Thence North 31 degrees 46 minutes 55 seconds West a distance of 131.35 feet to a set 1/2" steel rod; Thence North 22 degrees 44 minutes 43 seconds East a distance of 91.73 feet to a found 3/8" steel rod; Thence North 47 degrees 24 minutes 57 seconds West a distance of 130.72 feet to a found 3/8" steel rod; Thence North 81 degrees 23 minutes 20 seconds West a distance of 84.21 feet to a set 1/2" steel rod; Thence South 29 degrees 32 minutes 09 seconds West a distance of 10.83 feet to a set 1/2" steel rod; Thence South 89 degrees 25 minutes 36 seconds West a distance of 492.00 feet to a set 1/2" steel rod; Thence North 00 degrees 03 minutes 12 seconds East a distance of 203.71 feet to a found 3/8" steel rod; Thence South 89 degrees 47 minutes 46 seconds West a distance of 405.88 feet to a set 1/2" steel rod; Thence North 00 degrees 12 minutes 01 seconds West a distance of 149.70 feet to a set 1/2" steel rod; Thence North 12 degrees 59 minutes 19 seconds West a distance of 61.58 feet to a set 1/2" steel rod; Thence North 23 degrees 51 minutes 40 seconds West a distance of 605.53 feet to a set 1/2" steel rod; Thence North 90 degrees 00 minutes 00 seconds West a distance of 319.44 feet to a set 1/2" steel rod; Thence North 25 degrees 09 minutes 34 seconds East a distance of 57.08 feet to a set 1/2" steel rod; thence North 28 degrees 01 minutes 34 seconds East a distance of 342.30 feet to a set 1/2" steel rod; Thence North 89 degrees 13 minutes 33 seconds East a distance of 1180.00 feet to a set 1/2" steel rod; Thence North 00 degrees 28 minutes 01 seconds West a distance of 950.00 feet to a set 1/2" steel rod; Thence North 89 degrees 40 minutes 34 seconds East a distance of 192.53

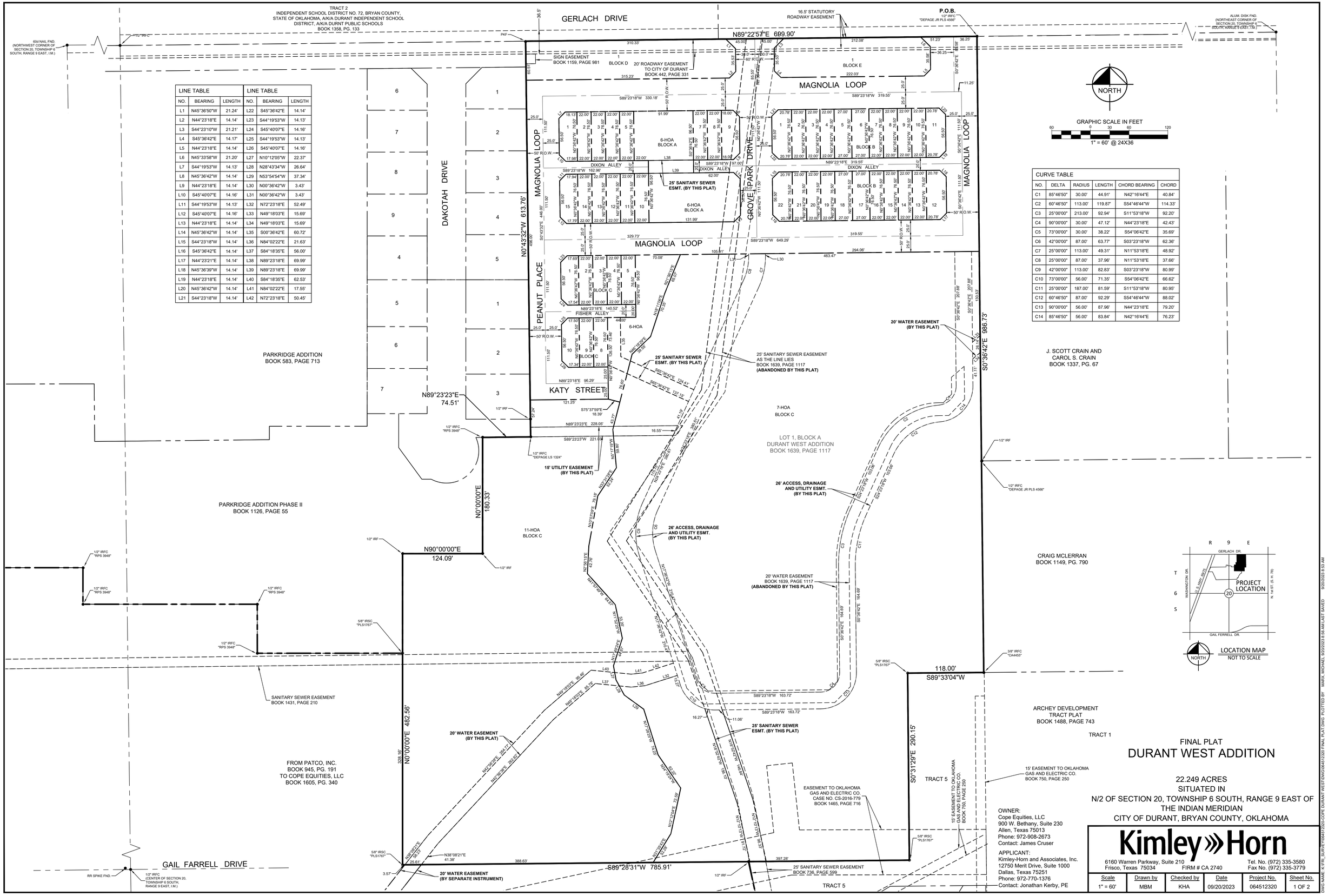
feet to a set 1/2" steel rod; Thence North 89 degrees 59 minutes 26 seconds East a distance of 1338.78 feet to the point of beginning; LESS AND EXCEPT THE FOLLOWING FOUR TRACTS DESCRIBED AS:

A part of the NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at the Southwest corner of Lot 9 in Block 1 of the Quail Creek Addition to the City of Durant; Thence North 13 degrees 08 minutes 12 seconds East 15.60 feet to the point of beginning; Thence South 68 degrees 16 minutes 12 seconds West 21.50 feet; Thence North 21 degrees 25 seconds West 26.14 feet; Thence North 68 degrees 16 minutes 12 seconds East 40 feet; Thence South 13 degrees 12 minutes 12 seconds East 32.61 feet to the point of beginning; and

A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a 1/2" steel rod found at the Southwest Corner of Lot 10 in Block 1 of the Quail Creek Addition to the City of Durant; Thence North 77 degrees 06 minutes 18 seconds West a distance of 65.13 feet to a set 1/2" steel rod; Thence North 13 degrees 08 minutes 59 seconds East a distance of 120.25 feet to a set 1/2" steel rod; Thence South 71 degrees 29 minutes 18 seconds East a distance of 65.41 feet to a found 1/2" steel rod; Thence South 13 degrees 08 minutes 59 seconds West a distance of 113.85 feet to the point of beginning; and

A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a 1/2" steel rod found at the Southwest Corner of Lot 5 in Block 1 of the Quail Creek Addition to the City of Durant; Thence South 56 degrees 31 minutes 40 seconds West a distance of 71.21 feet to a set 1/2" steel rod; Thence North 54 degrees 34 minutes 01 seconds West a distance of 219.14 feet to a set 1/2" steel rod; Thence North 82 degrees 49 minutes 33 seconds East a distance of 168.42 feet to a found 1/2 steel rod; Thence South 33 degrees 04 minutes 18 seconds East a distance of 129.84 feet to the point of beginning; and

A part of the SW/4 NE/4 of Section 20, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, described as BEGINNING at a 1/2" steel rod found at the Southwest corner of Lot 4 in Block 1 of the Quail Creek Addition to the City of Durant; Thence with a curve to the right having a radius of 1085.52 feet (chord bears South 88 degrees 03 minutes 14 seconds West, 29.83 feet) an arc length of 29.83 feet to a set 1/2" steel rod; Thence North 54 degrees 34 minutes 01 seconds West a distance of 124.65 feet to a set 1/2" steel rod; Thence North 56 degrees 31 minutes 40 seconds East a distance of 71.21 feet to a found 1/2" steel rod; Thence South 33 degrees 04 minutes 18 seconds East a distance of 131.90 feet to the point of beginning.




| LINE TABLE | | | LINE TABLE | | |
|---|---|---|---|---|---|
| NO. | BEARING | LENGTH | NO. | BEARING | LENGTH |
| L1 | N45°36'50"W | 21.24' | L22 | S45°36'42"E | 14.14' |
| L2 | N44°23'18"E | 14.14' | L23 | S44°19'53"W | 14.13' |
| L3 | S44°23'10"W | 21.21' | L24 | S45°40'07"E | 14.16' |
| L4 | S45°36'42"E | 14.17' | L25 | S44°19'53"W | 14.13' |
| L5 | N44°23'18"E | 14.14' | L26 | S45°40'07"E | 14.16' |
| L6 | N45°33'58"W | 21.20' | L27 | N10°12'05"W | 22.37' |
| L7 | S44°19'53"W | 14.13' | L28 | N28°43'34"W | 26.64' |
| L8 | N45°36'42"W | 14.14' | L29 | N53°54'54"W | 37.34' |
| L9 | N44°23'18"E | 14.14' | L30 | N00°36'42"W | 3.43' |
| L10 | S45°40'07"E | 14.16' | L31 | N00°36'42"W | 3.43' |
| L11 | S44°19'53"W | 14.13' | L32 | N72°23'18"E | 52.49' |
| L12 | S45°40'07"E | 14.16' | L33 | N49°18'03"E | 15.69' |
| L13 | N44°23'18"E | 14.14' | L34 | N49°18'03"E | 15.69' |
| L14 | N45°36'42"W | 14.14' | L35 | S00°36'42"E | 60.72' |
| L15 | S44°23'18"W | 14.14' | L36 | N84°02'22"E | 21.63' |
| L16 | S45°36'42"E | 14.14' | L37 | S84°18'35"E | 56.00' |
| L17 | N44°23'21"E | 14.14' | L38 | N89°23'18"E | 69.99' |
| L18 | N45°36'39"W | 14.14' | L39 | N89°23'18"E | 69.99' |
| L19 | N44°23'18"E | 14.14' | L40 | S84°18'35"E | 62.53' |
| L20 | N45°36'42"W | 14.14' | L41 | N84°02'22"E | 17.55' |
| L21 | S44°23'18"W | 14.14' | L42 | N72°23'18"E | 50.45' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 85°46'50" | 30.00' | 44.91' | N42°16'44"E | 40.84' |
| C2 | 60°46'50" | 113.00' | 119.87' | S54°46'44"W | 114.33' |
| C3 | 25°00'00" | 213.00' | 92.94' | S11°53'18"W | 92.20' |
| C4 | 90°00'00" | 30.00' | 47.12' | N44°23'18"E | 42.43' |
| C5 | 73°00'00" | 30.00' | 38.22' | S54°06'42"E | 35.69' |
| C6 | 42°00'00" | 87.00' | 63.77' | S03°23'18"W | 62.36' |
| C7 | 25°00'00" | 113.00' | 49.31' | N11°53'18"E | 48.92' |
| C8 | 25°00'00" | 87.00' | 37.96' | N11°53'18"E | 37.66' |
| C9 | 42°00'00" | 113.00' | 82.83' | S03°23'18"W | 80.99' |
| C10 | 73°00'00" | 56.00' | 71.35' | S54°06'42"E | 66.62' |
| C11 | 25°00'00" | 187.00' | 81.59' | S11°53'18"W | 80.95' |
| C12 | 60°46'50" | 87.00' | 92.29' | S54°46'44"W | 88.02' |
| C13 | 90°00'00" | 56.00' | 87.96' | N44°23'18"E | 79.20' |
| C14 | 85°46'50" | 56.00' | 83.84' | N42°16'44"E | 76.23' |

FINAL PLAT

# DURANT WEST ADDITION

22.249 ACRES
SITUATED IN
N/2 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF
THE INDIAN MERIDIAN
CITY OF DURANT, BRYAN COUNTY, OKLAHOMA

OWNER:
Cope Equities, LLC
900 W. Bethany, Suite 230
Allen, Texas 75013
Phone: 972-908-2673
Contact: James Cruser

APPLICANT:
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Phone: 972-770-1376
Contact: Jonathan Kerby, PE

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # CA 2740
Fax No. (972) 335-3779

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 60' | MBM | KHA | 09/20/2023 | 064512320 | 1 OF 2 |

DWG NAME: K:\FRI_SURVEY\064512320-COPE DURANT WEST\DWG\064512320 FINAL PLAT.DWG PLOTTED BY MARX, MICHAEL 9/20/2023 8:56 AM LAST SAVED 9/20/2023 8:53 AM

**OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

That Cope Equities, LLC, is the owner of a portion of the N/2 of Section 20, Township 6 South, Range 9 East of the Indian Meridian, City of Durant, Bryan County, Texas, and being all of Lot 1, BLock A of Durant West Addition, an addition to the City of Durant, according to the Map or Plat, recorded in Book 1639, Page 1117, Public Records of Bryan County, Oklahoma, same being a portion of that tract of land described in a Warranty Deed to Cope Equities, LLC., recorded in Book 1605, Page 340, Public Records of Bryan County, Oklahoma, same being the remaining portion of that tract of land described in a Warranty Deed to Patco, Inc., recorded in Book 945, Page 191, Public Records of Bryan County, Oklahoma, and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap, stamped "DEPAGE JR PLS 4566", found in Gerlach Drive, for the northeast corner of said Patco, Inc., tract, and the northwest corner of that tract of land, described in a deed to J. Scott Crain and Carol S. Crain, recorded in Book 1337, Page 67, Public Records of said county, same also being the northeast corner of the NW/4 of the NE/4 of said Section 20;

**THENCE** South 00°36'42" East, departing said Gerlach Drive, along the easterly line of said Patco, Inc., tract, the westerly line of said Crain tract, passing a 1/2-inch iron rod with a plastic cap, stamped "DEPAGE JR PLS 4566", found for the southwest corner of said Crain tract and the northwest corner of that tract of land, described in a deed to Craig McLerran, recorded in Book 1149, Page 760, Public Records of said county, continuing along the westerly line of said McLerran tract, a total distance of 986.73 feet to a 3/8-inch iron rod with a plastic cap, stamped "CA4455" found for the southwest corner of said McLerran tract, same being the northeast corner of Tract 5 as depicted in Archey Development Tract Plat, an addition of the City of Durant, according to the Map or Plat, recorded in Book 1488, Page 743, Public Records of said county;

**THENCE** South 89°33'04" West, along a northerly line of said Tract 5, a distance of 118.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "PLS1767" set for the northerly, northwest corner of said Tract 5;

**THENCE** South 00°31'29" East, along a westerly line of said Tract 5, a distance of 290.15 feet to a 5/8-inch iron rod with a red plastic cap, stamped "PLS1767" set for corner;

**THENCE** South 89°28'31" West, along a northerly line of said Tract 5, passing at a distance of 249.34 feet to a 1/2-inch iron rod found for the westerly, northwest corner of said Tract 5, continuing across said Patco, Inc., tract, a total distance of 785.91 feet to a 5/8-inch iron rod with a red plastic cap, stamped "PLS1767" set for corner;

**THENCE** North 00°00'00" East, continuing across said Patco, Inc., tract, passing at a distance of 328.16 feet, a 5/8-inch iron rod with a red plastic cap, stamped "PLS1767" set for the southerly, southeast corner of Parkridge Addition Phase II, an addition to the City of Durant, according to the Map or Plat, recorded in Book 1126, Page 55, Public Records of said county, continuing along an easterly line of said Parkridge Addition Phase II, a total distance of 482.56 feet to a 1/2-inch iron rod found for corner;

**THENCE** along the southerly lines of said Parkridge Addition Phase II, the following:

North 90°00'00" East, a distance of 124.09 feet to a 1/2-inch iron rod found for corner;

North 00°00'00" East, a distance of 180.33 feet to a 1/2-inch iron rod with a plastic cap, stamped "RPLS 3948" found for corner;

North 89°23'23" East, a distance of 74.51 feet to a 1/2-inch iron rod with a plastic cap, stamped "DEPAGE LS 1324" found for easterly, southeast corner of said Parkridge Addition Phase II;

**THENCE** North 00°43'32" West, along the easterly line of said Parkridge Addition Phase II, passing a found 1/2-inch iron rod found for the northeast corner of said Parkridge Addition Phase II and the southeast corner of Parkridge Addition, an addition to the City of Durant, according to the Map or Plat, recorded in Book 583, Page 713, Public Records of said county, continuing along the easterly line of said Parkridge Addition, a distance of 613.76 feet to a PK nail found for the northeast corner of said Parkridge Addition, same being on the northerly line of said Section 20 and being in aforesaid Gerlach Drive;

**THENCE** North 89°22'57" East, along the northerly line of said Section 20 and said Gerlach Drive, a distance of 699.90 feet to the **POINT OF BEGINNING** and containing 22.249 acres (969,166 square feet) of land, more or less.

I hereby offer for dedication all streets and easements as shown on this plat of Durant West Addition to the City of Durant, Bryan County, Oklahoma.

**GIVEN** under my hand, this the _____ day of _____, 2023

By: Cope Equities, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

**STATE OF _____ §**

**COUNTY OF _____ §**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

**GIVEN** under my hand and seal of office, this the _____ day of _____, 2023.

_____
Notary Public in and for the State of _____

My commission expires: _____

**SURVEYOR'S CERTIFICATE**

That I, Michael B. Marx, a Registered Professional Land Surveyor in the State of Oklahoma, do hereby certify that I have made a careful survey of the foregoing property designated as the Plat of Durant West Addition, an addition to the City of Durant, Bryan County, Oklahoma, and that 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 Engineer and Land Surveyors.

Witness my hand and seal, this the _____ day of _____, 2023

_____
Michael B. Marx, P.L.S. 1767

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

**STATE OF TEXAS §**

**COUNTY OF COLLIN §**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

**GIVEN** under my hand and seal of office, this the _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

My commission expires: _____

**BONDED ABSTRACTOR'S CERTIFICATE**

The undersigned, duly qualified and lawfully bonded abstractor of title in and for Bryan County and the State of Oklahoma, certifies that the records of said County show that the title to the land shown on the Plat of Durant West Addition, an addition to the City of Durant, Bryan, Oklahoma, is vested in Choctaw Nation of Oklahoma, and that on this the ___ day of _____, 2022, there ore no actions pending or judgements of any nature in any court or on file with the clerk of said land or owner thereof, that the taxes are paid for the year _____ and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, mortgages, or other encumbrances of any kind against the land included in the annexed plat, except mortgages and liens of record.

In witness whereof, said Bonded Abstractor has caused this instrument to be executed, this the _____ day of _____, 2023

By: Modern Abstract & Title, LP.

_____
Signature

_____
Printed Name

_____
Title

**STATE OF _____ §**

**COUNTY OF _____ §**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

**GIVEN** under my hand and seal of office, this the _____ day of _____, 2023.

_____
Notary Public in and for the State of _____

My commission expires: _____

**COUNTY TREASURER'S CERTIFICATE**

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Bryan County, State of Oklahoma; that the tax records of said county show all taxes are paid for the year _____ and prior years on the land shown on the Final Plat of Durant West Addition, an addition to the City of Durant, Bryan County, Oklahoma; that the required statutory security has been deposited in the office of County Treasurer, guaranteeing the payment of the current year's taxes.

In witness whereof, said County Treasurer has caused this instrument to be executed, this the _____ day of _____, 2023

_____
Prudy Sullivan-Holt, County Treasurer

**STATE OF OKLAHOMA §**

**COUNTY OF BRYAN §**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared Prudy Sullivan-Holt, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

**GIVEN** under my hand and seal of office, this the _____ day of _____, 2023.

_____
Notary Public in and for the State of _____

My commission expires: _____

**CITY PLANNING COMMISSION APPROVAL**

It is acknowledged by the City of Durant Planning Commission that the Plat of Durant West Addition, an addition to the City of Durant, Bryan County, Oklahoma has been approved at a meeting on the _____ day of _____, 2023.

_____ _____
Planning Commission Chair Planning Commission Secretary

_____ _____
Printed Name Printed Name

**CITY OF DURANT COUNCIL APPROVAL**

BE IT HEREBY RESOLVED by the Council of the City of Durant, that the Plat of Durant West Addition, an addition to the City of Durant, Bryan County, Oklahoma is hereby approved and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Durant, Oklahoma this ____ day of _____, 2023.

_____ _____
Cynthia Price, City Clerk Mayor

_____
Printed Name

**COUNTY CLERK CERTIFICATE**

**STATE OF OKLAHOMA §**

**COUNTY OF BRYAN §**

The Instrument _____ was filed on the _____ day of _____, 2023 at _____ and duly recorded in Book _____, Page _____.

_____
County Clerk

**STATE OF OKLAHOMA §**

**COUNTY OF BRYAN §**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

**GIVEN** under my hand and seal of office, this the _____ day of _____, 2023.

_____
Notary Public in and for the State of _____

My commission expires: _____

**NOTES:**

All bearings shown are based on grid north of the Oklahoma State Plane Coordinates (NAD 83 South Zone) utilizing the state HARN . All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999955357871.

**FLOOD STATEMENT:**

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 40013C0170E, for Bryan County, Oklahoma and incorporated areas, dated June 2, 2011, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

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FINAL PLAT
# DURANT WEST ADDITION

22.249 ACRES
SITUATED IN
N/2 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN MERIDIAN
CITY OF DURANT, BRYAN COUNTY, OKLAHOMA

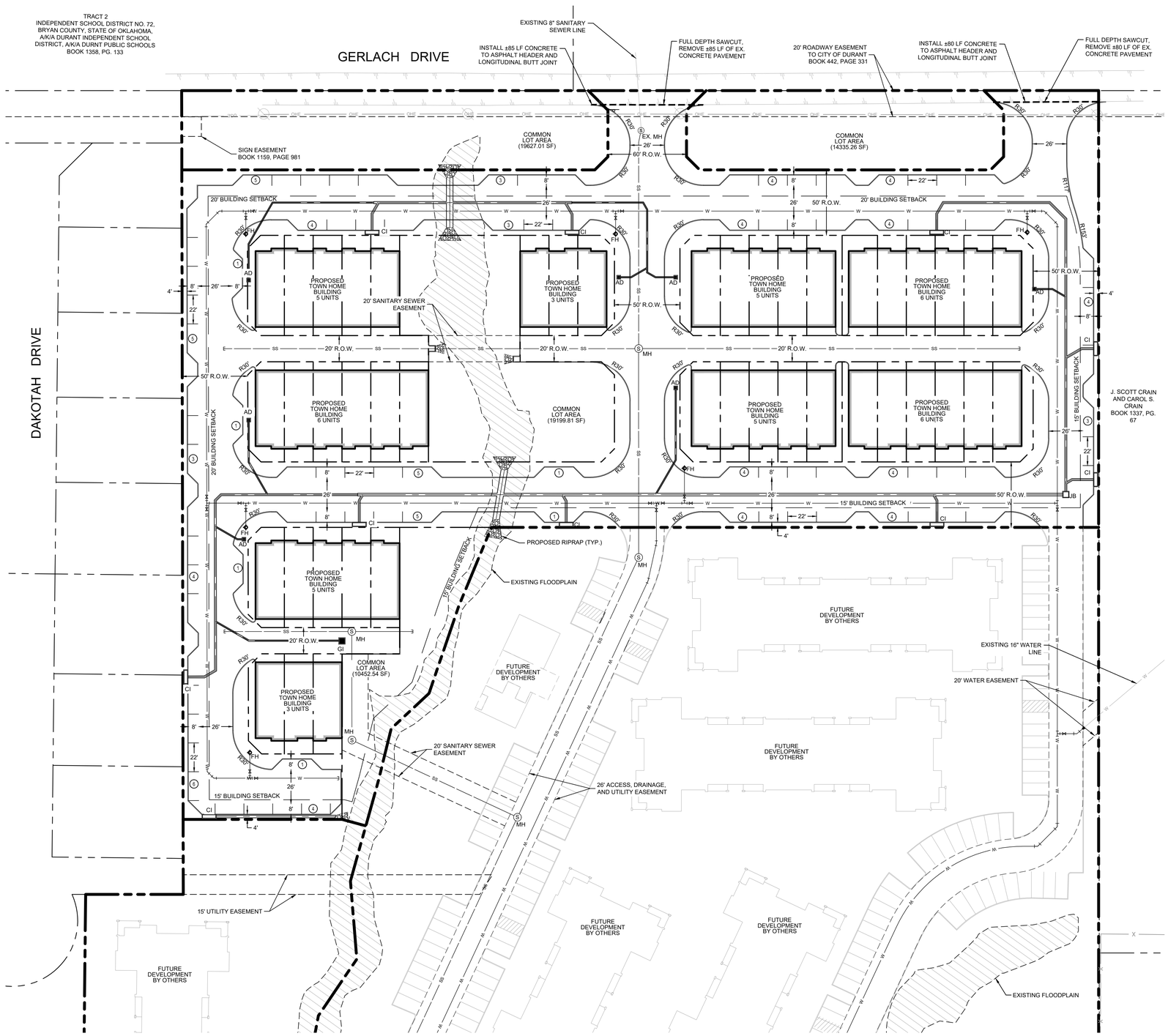
OWNER:
Cope Equities, LLC
900 W. Bethany, Suite 230
Allen, Texas 75013
Phone: 972-908-2673
Contact: James Cruser

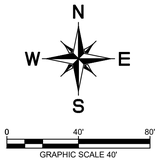
APPLICANT:
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Phone: 972-770-1376
Contact: Jonathan Kerby, PE

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # CA 2740
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | MBM | KHA | 09/20/2023 | 064512320 | 2 OF 2 |

DWG NAME: K:\FR_SURVEY\064512320-COPE DURANT WEST\DWG\064512320 FINAL PLAT.DWG PLOTTED BY MARX, MICHAEL 9/20/2023 8:56 AM LAST SAVED 9/20/2023 8:53 AM




## KEY

| | |
|---|---|
| TYP | TYPICAL |
| MH | MANHOLE |
| EX. | EXISTING |
| PROP. | PROPOSED |
| FH | FIRE HYDRANT |
| SSMH | SANITARY SEWER MANHOLE |
| CI | CURB INLET |
| JB | JUNCTION BOX |
| GI | GRATE INLET |
| AD | AREA DRAIN |

## LEGEND

- PROPOSED BUILDING
- PROPERTY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM LINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM LINE
- BUILDING SETBACK
- PROPOSED/EXISTING EASEMENT
- PROPOSED SEWER MANHOLE
- PROPOSED GATE VALVE
- PROPOSED TEE
- PROPOSED FIRE HYDRANT
- PROPOSED CURB INLET
- NUMBER OF PARKING SPACES

## NOTES

1. PRIOR TO CONSTRUCTION, CONTRACTOR TO NOTIFY ENGINEERING IMMEDIATELY SHOULD THERE BE ANY DISCREPANCIES OR IF EXISTING FIELD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS.
2. THE UTILITIES SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE, THIS IS NOT IMPLIED OR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT SHOWN) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.
3. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF DURANT CONSTRUCTION STANDARDS AND SPECIFICATIONS MANUAL, AND 2018 INTERNATIONAL FIRE CODE CHAPTER 5, APPENDIX C AND APPENDIX D.
4. CONTRACTOR SHALL ADJUST VALVES AND FIRE HYDRANTS TO MATCH FINISHED GRADE.
5. BOTH WATER AND SANITARY SEWER HAVE A MINIMUM OF 4 FEET OF COVER FROM OUTSIDE OF PIPE TO FINAL GRADE.
6. DIMENSIONS ARE SHOWN ARE TO CENTERLINE OF UTILITY ALIGNMENT OR FACE OF CURB UNLESS OTHERWISE NOTED.
7. ALL FIRE HYDRANTS SHALL BE A 3 HOLE HYDRANT WITH A 4" STORZ STEAMER CONNECTION.
8. ALL FIRE LANE SHALL BE A MINIMUM TURNING RADIUS OF 30'.

## SAWCUT NOTES

SAWCUT LINES SHOWN ON THE DESIGN PLANS FOR THE REMOVAL AND REPLACEMENT OF PAVEMENT, DRIVES, SLABS, SIDEWALKS, ETC., ARE FOR INFORMATIONAL PURPOSES ONLY. IF PAVEMENT IS MORE THAN 5 YEARS OLD, THE PAVEMENT CUT AND REPAIR MANUAL MUST BE FOLLOWED. IF PAVEMENT IS 5 YEARS OLD OR LESS, THE ENTIRE CONCRETE PANEL MUST BE REPLACED.

811 Know what's below. Call before you dig.

CAUTION!!

EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

| No. | REVISIONS | DATE | BY |
|---|---|---|---|
| | | | |

Kimley»Horn

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2600 N CENTRAL EXPY SUITE 400
RICHARDSON, TEXAS 75080
PHONE: (214) 617 - 0535
WWW.KIMLEY-HORN.COM

| | |
|---|---|
| KHA PROJECT 064512320 | |
| DATE | SEPTEMBER 2023 |
| SCALE | AS SHOWN |
| DESIGNED BY | CBJ |
| DRAWN BY | KJH |
| CHECKED BY | JCK |

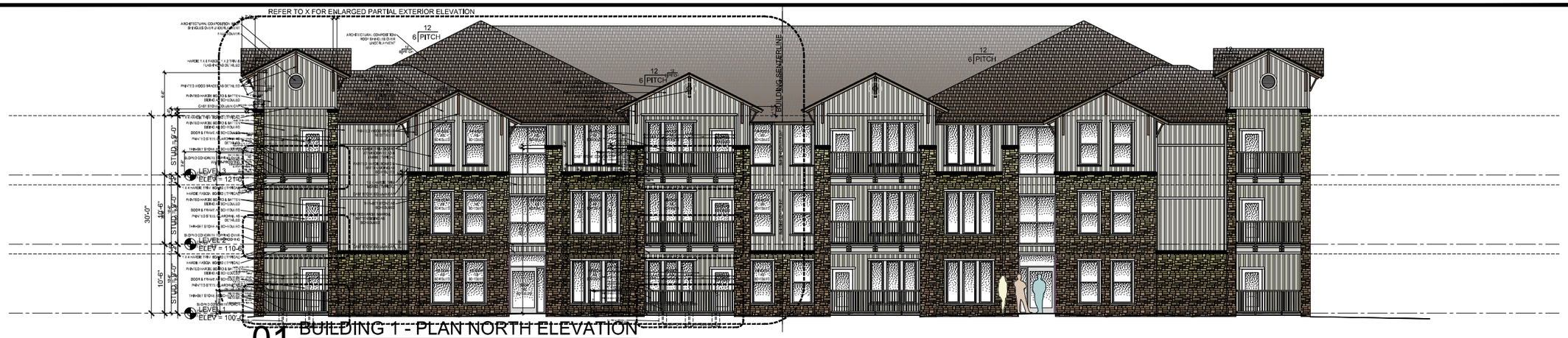
**DURANT WEST**
CITY OF DURANT
BRYAN COUNTY, OKLAHOMA

# SITE PLAN

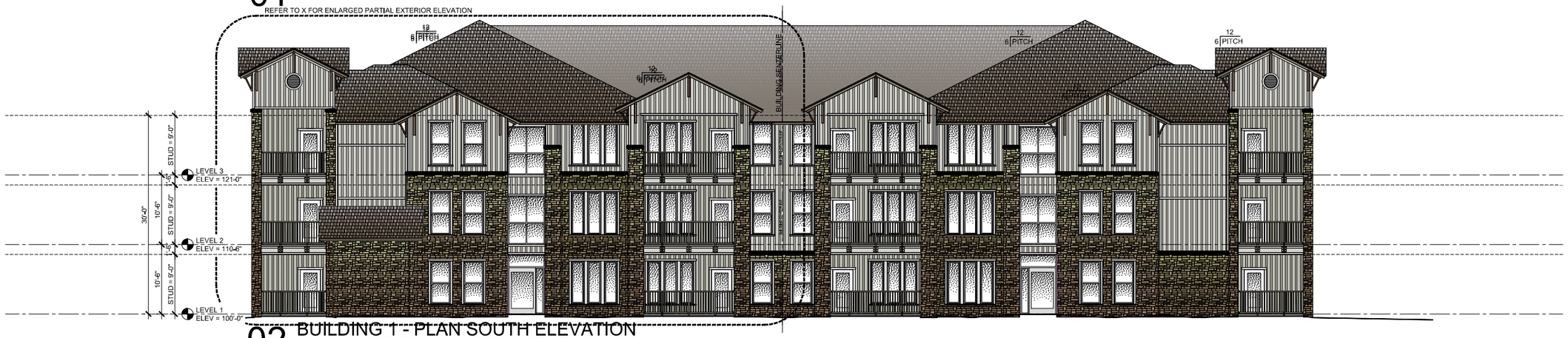
SHEET NUMBER
SP-01

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
x3drn , x3ury , x3lb , x3bp , x3hcn , x3dw , xFloodplain , xSoil
PLOTTED BY
KCOATES@KIMLEY-HORN.COM
PLOTTED ON
Wednesday, September 13, 2023 3:35 PM
DWG PATH
K:\DAL_CIV\064512320 - DURANT WEST\CADD\SHEETS
DWG NAME
SP-01.dwg
LAYOUT TAB
SP-01 (Site Plan)




01 BUILDING 1 - PLAN NORTH ELEVATION




02 BUILDING 1 - PLAN SOUTH ELEVATION

03 BUILDING 1 - PLAN WEST ELEVATION

04 BUILDING 1 - PLAN EAST ELEVATION

0 4 8 16 24
graphic scale in feet ( scale: 1/8" = 1'-0" )

## LEGEND

STONE & HORIZONTAL SIDING

THIN-SET STONE SYSTEM EQUAL TO HORIZON STONE CRAFTSMAN COTTAGE STONE - "HARBOR BLUFF"

DISTRIBUTED BY
ACME BRICK
3024 ACME BRICK PLAZA
FORT WORTH, TX 76109
817-332-4101
JASON HAMILTON
jhamilton@brick.com
214-586-4654

3/4-INCH CEMENT PLASTER ON GALVANIZED METAL LATH OVER VAPOR BARRIER

GLASS AS SCHEDULED REFER TO WINDOW AND DOOR TYPES

ARCHITECTURAL COMPOSITION SHINGLE SYSTEM EQUAL TO GAF TIMBERLINE HDZ® SHINGLES COLOR = "WEATHERED WOOD"

APPLY OVER GAF SHINGLE , MATE® ROOF DECK PROTECTION

BOARD & BATTEN SIDING SYSTEM EQUAL TO JAMES HARDIE - HARDIE® PANEL VERTICAL SIDING PRODUCTS SELECT CEDARMILL® COLOR = "LIGHT MIST"

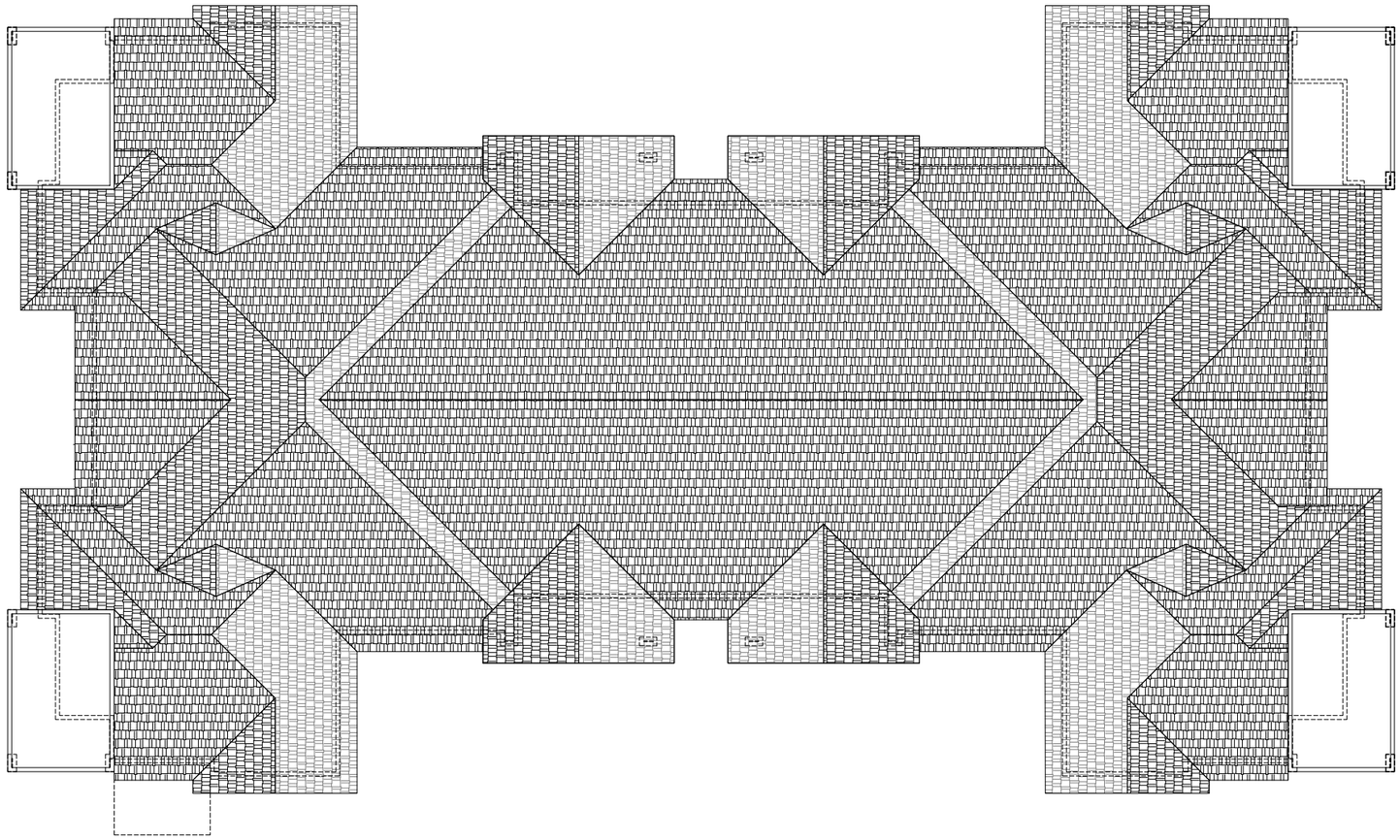
MATCHING COLOR BATTEN BOARDS AT 16 INCHES ON CENTER WILL BE HARDIE® TRIM BOARDS RUSTIC GRAIN® BATTEN BOARDS

## GENERAL NOTES

A. GUTTERS, DOWNSPOUTS AND ANY EXPOSED METAL TRIM WILL BE PRE-FINISHED METAL EQUAL TO KYNAR 500 FINISH, COLOR = "OLD TOWN ZINC W29"
B. TRIM BOARDS AT CORNERS, ABUTTING MASONRY, DOOR / WINDOW TRIM AND OTHER TRIM WILL BE EQUAL TO HARDIE 1 X 4 TRIM, SELECT CEDAR MILL, COLOR = "ARTIC WHITE"
C. FASCIA & GABLE TRIM BOARDS WILL BE EQUAL TO HARDIE 1 X 6 TRIM, ROUGH CEDAR TEXTURE, COLOR = "ARTIC WHITE"
D. SOFFIT PANELS WILL BE EQUAL TO HARDIE , VENTED SELECT CEDAR MILL 24-INCH WIDE, COLOR = "ARTIC WHITE"
E. WINDOW SILLS WILL BE EQUAL TO HARDIE 1 X 2 SILL TRIM WITH 1 X 4 APRON TRIM, SELECT CEDAR MILL, COLOR = "ARTIC WHITE"

Revisions

SHEET CONTENTS
BUILDING 1 EXTERIOR EVEVATIONS



PLAN NORTH
REFER TO SITE
PLAN FOR
TRUE NORTH

N

## 01 BUILDING TYPE 1 ROOF PLAN

0 4 8 16 24

graphic scale in feet ( scale: 1/8" = 1'-0" )

### GENERAL NOTES

A. ROOFING SYSTEMS ALONG WITH UNDERLAYMENTSS WILL BE INSTALLED AS PER THE SPECIFICATIONS.
B. MAINTAIN 6 TO 12 ROOF PITCH
C. FLASHINGS WILL BE CONSTRUCTED AND INSTALLED AS PER THE LATEST SMACNA STANDARDS & ANSI SRPI REQUIREMENTS.
D. GUTTERS, DOWNSPOUTS AND ANY EXPOSED METAL TRIM & FLASHINGS WILL BE PRE-FINISHED METAL EQUAL TO KYNAR 500 FINISH, COLOR = "OLD TOWN ZINC W29"; FLASHINGS NOT IN VIEW FROM GRADE MAY BE LEFT UN-PAINTED GALVANIZED OR COLOR COATED. SEE REFERENCED DETAILS FOR PROFILES, DIMENSIONS AND ADDITIONAL INFORMATION.
E. DOWNSPOUTS WILL BE PRE-FINISHED METAL WITH SUPPORT STRAPS AT 48-INCHES ON CENTER
F. REFER TO WALL SECTIONS FOR BENDS IN DOWNSPOUTS
G. PROVIDE REQUIRED FITTINGS AND ACCESSORIES TO FULLY FURNISH DOWNSPOUTS
H. PROVIDE PRE-CAST CONCRETE SPLASH BLOCKS AT EACH DOWNSPOUT DISCHARGE
I. PROVIDE ALL COMPONENTS, PARTS AND ACCESSORIES FOR A COMPLETE ROOF SYSTEM
J. PLUMBING VENT THRU ROOF STACKS WILL BE FLASHED WITH METAL AND NOT RUBBER OR OTHER NON-METALIC BOOTS.
K. PROVIDE PRE-FINISHED METAL END CAPS AT GUTTERS.
L. PROVIDE THE APPROPRIATE CLOSURE, CAP, SILL, CHANNEL AND CORNER PRE-FINISHED METAL TRIM TO COMPLETE ENCLOSURE FOR AN UNIFORM SYSTEM.
M. FASCIA & GABLE TRIM BOARDS WILL BE EQUAL TO HARDIE 1 X 6 TRIM, ROUGH CEDAR TEXTURE, COLOR = "ARTIC WHITE"
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### LEGEND

ARCHITECTURAL COMPOSITION SHINGLE SYSTEM EQUAL TO GAF TIMBERLINE HDZ® SHINGLES COLOR = "WEATHERED WOOD"

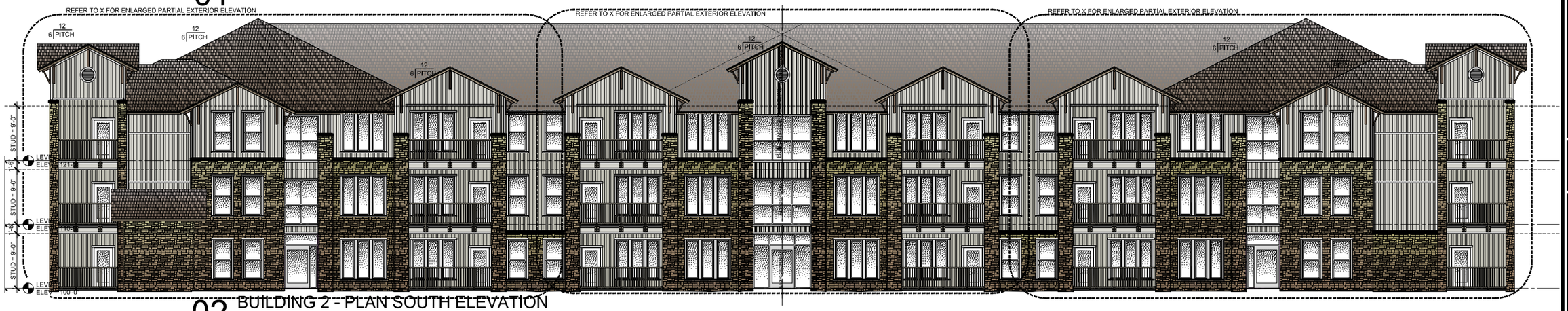
APPLY OVER GAF SHINGLE MATE® ROOF DECK PROTECTION

Revisions

SHEET CONTENTS
BUILDING TYPE 1
ROOF PLAN

SHEET SIZE = 36" WIDE X 24" HIGH

01 BUILDING 2 - PLAN NORTH ELEVATION




02 BUILDING 2 - PLAN SOUTH ELEVATION

03 BUILDING 2 - PLAN WEST ELEVATION

04 BUILDING 2 - PLAN EAST ELEVATION

0 4 8 16 24
graphic scale in feet ( scale: 1/8" = 1'-0" )

## LEGEND

STONE & HORIZONTAL SIDING

THIN-SET STONE SYSTEM EQUAL TO HORIZON STONE CRAFTSMAN COTTAGE STONE - "HARBOR BLUFF"

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3/4-INCH CEMENT PLASTER ON GALVANIZED METAL LATH OVER VAPOR BARRIER

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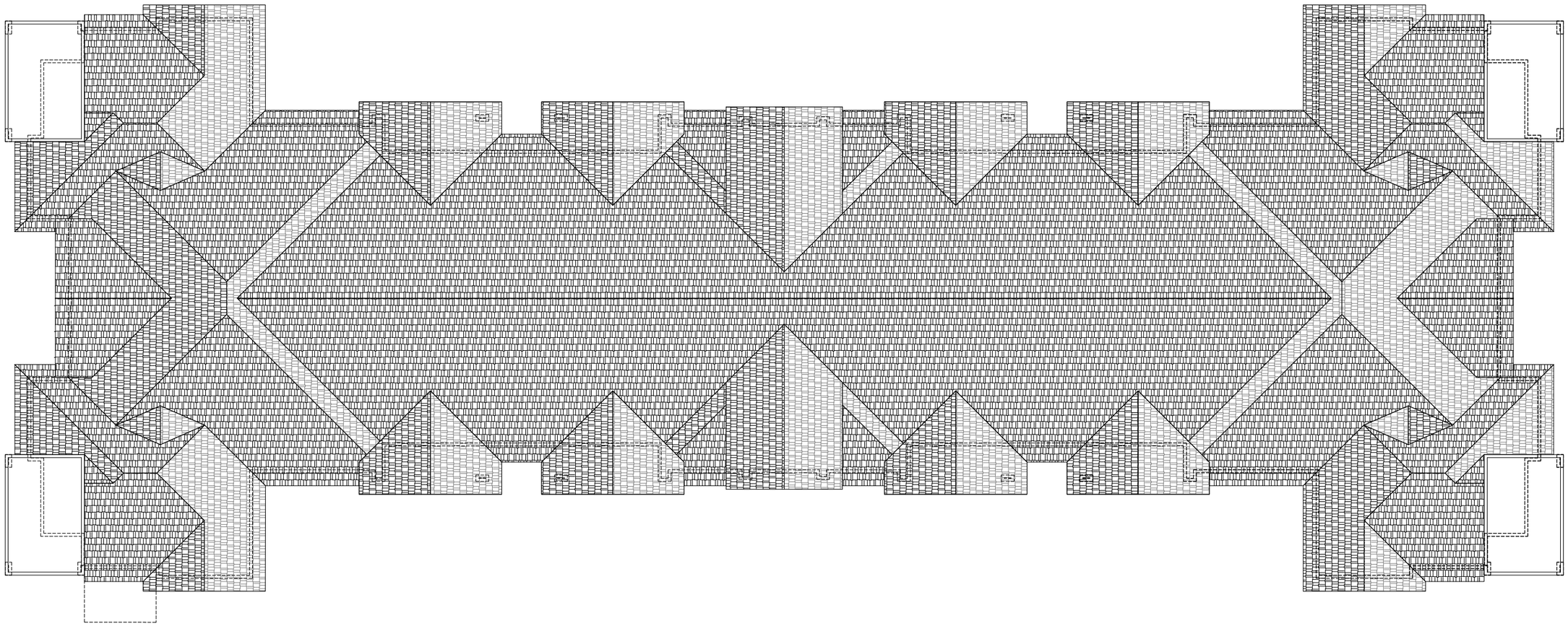
Revisions

SHEET CONTENTS
BUILDING 2 EXTERIOR EVEVATIONS



PLAN NORTH
REFER TO SITE
PLAN FOR
TRUE NORTH

N

## 01 BUILDING TYPE 2 ROOF PLAN

0 4 8 16 24

graphic scale in feet ( scale: 1/8" = 1'-0" )

### GENERAL NOTES

A. ROOFING SYSTEMS ALONG WITH UNDERLAYMENTSS WILL BE INSTALLED AS PER THE SPECIFICATIONS.
B. MAINTAIN 6 TO 12 ROOF PITCH
C. FLASHINGS WILL BE CONSTRUCTED AND INSTALLED AS PER THE LATEST SMACNA STANDARDS & ANSI SRPI REQUIREMENTS.
D. GUTTERS, DOWNSPOUTS AND ANY EXPOSED METAL TRIM & FLASHINGS WILL BE PRE-FINISHED METAL EQUAL TO KYNAR 500 FINISH, COLOR = "OLD TOWN ZINC W29"; FLASHINGS NOT IN VIEW FROM GRADE MAY BE LEFT UN-PAINTED GALVANIZED OR COLOR COATED. SEE REFERENCED DETAILS FOR PROFILES, DIMENSIONS AND ADDITIONAL INFORMATION.
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### LEGEND

ARCHITECTURAL COMPOSITION SHINGLE SYSTEM EQUAL TO GAF TIMBERLINE HDZ® SHINGLES COLOR = "WEATHERED WOOD"

APPLY OVER GAF SHINGLE MATE® ROOF DECK PROTECTION

Revisions

SHEET CONTENTS
BUILDING TYPE 2
ROOF PLAN

SHEET SIZE = 36" WIDE X 24" HIGH

01 BUILDINGS 1 & 2 - PARTIAL ENLARGED PLAN NORTH & SOUTH ELEVATION

0 2 4 8 12
graphic scale in feet ( scale: 1/4" = 1'-0" )

## LEGEND

STONE & HORIZONTAL SIDING

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GLASS AS SCHEDULED REFER TO WINDOW AND DOOR TYPES

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Revisions

SHEET CONTENTS
BUILDINGS 1 & 2 - PARTIAL ENLARGED PLAN NORTH & SOUTH ELEVATION

01 BUILDING 2 - PARTIAL ENLARGED PLAN NORTH & SOUTH ELEVATION

0 2 4 8 12
graphic scale in feet ( scale: 1/4" = 1'-0" )

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## GENERAL NOTES

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B. TRIM BOARDS AT CORNERS, ABUTTING MASONRY, DOOR / WINDOW TRIM AND OTHER TRIM WILL BE EQUAL TO HARDIE 1 X 4 TRIM, SELECT CEDAR MILL, COLOR = "ARTIC WHITE"
C. FASCIA & GABLE TRIM BOARDS WILL BE EQUAL TO HARDIE 1 X 6 TRIM, ROUGH CEDAR TEXTURE, COLOR = "ARTIC WHITE"
D. SOFFIT PANELS WILL BE EQUAL TO HARDIE , VENTED SELECT CEDAR MILL 24-INCH WIDE, COLOR = "ARTIC WHITE"
E. WINDOW SILLS WILL BE EQUAL TO HARDIE 1 X 2 SILL TRIM WITH 1 X 4 APRON TRIM, SELECT CEDAR MILL, COLOR = "ARTIC WHITE"

Revisions

SHEET CONTENTS
BUILDING 2 - PARTIAL ENLARGED PLAN NORTH & SOUTH ELEVATION

## 01 BUILDINGS 1 & 2 - PARTIAL ENLARGED PLAN EAST & WEST ELEVATION

0 2 4 8 12

graphic scale in feet ( scale: 1/4" = 1'-0" )

### LEGEND

STONE & HORIZONTAL SIDING

THIN-SET STONE SYSTEM EQUAL TO HORIZON STONE CRAFTSMAN COTTAGE STONE - "HARBOR BLUFF"

DISTRIBUTED BY
ACME BRICK
3024 ACME BRICK PLAZA
FORT WORTH, TX 76109
817-332-4101
JASON HAMILTON
jhamilton@brick.com
214-586-4654

3/4-INCH CEMENT PLASTER ON GALVANIZED METAL LATH OVER VAPOR BARRIER

GLASS AS SCHEDULED REFER TO WINDOW AND DOOR TYPES

ARCHITECTURAL COMPOSITION SHINGLE SYSTEM EQUAL TO GAF TIMBERLINE HDZ® SHINGLES COLOR = "WEATHERED WOOD"

APPLY OVER GAF SHINGLE , MATE® ROOF DECK PROTECTION

BOARD & BATTEN SIDING SYSTEM EQUAL TO JAMES HARDIE - HARDIE® PANEL VERTICAL SIDING PRODUCTS SELECT CEDARMILL® COLOR = "LIGHT MIST"

MATCHING COLOR BATTEN BOARDS AT 16 INCHES ON CENTER WILL BE HARDIE® TRIM BOARDS RUSTIC GRAIN® BATTEN BOARDS

### GENERAL NOTES

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Revisions

SHEET CONTENTS
BUILDINGS 1 & 2 - PARTIAL ENLARGED PLAN NORTH & SOUTH ELEVATION

## MATERIALS LEGEND

BRICK

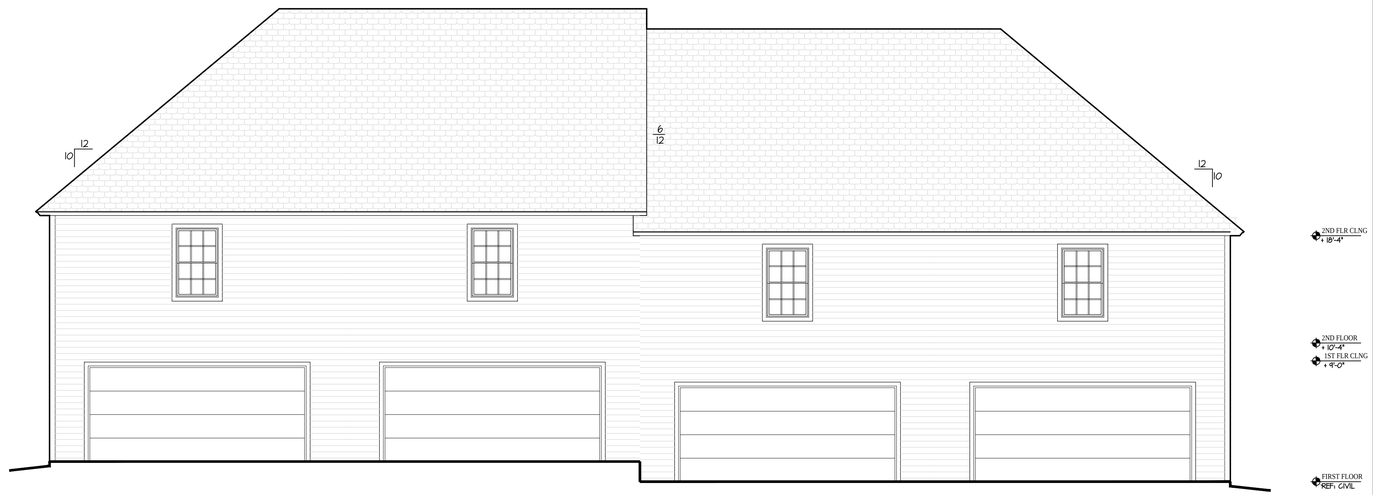
COMPOSITION ROOF

HORIZONTAL COMPOSITE SIDING

VERTICAL COMPOSITE SIDING

## GENERAL NOTES

| NO. | DESCRIPTION | NO. | DESCRIPTION |
|---|---|---|---|
| A. | Consult Architect upon the investigation of any condition inconsistent to the intent of these drawings. | J. | Paint all equipment panels, conduit, and piping on exterior to match adjacent surface color. Refer to Exterior Materials Package for paint colors. |
| B. | DO NOT SCALE DRAWINGS. Contact Architect for clarification for any missing or unclear dimension or note. | K. | REF: CIVIL for all Finish Floor Elevations. Finish Floor Elevations vary by UNIT. |
| C. | Provide vertical masonry expansion joints as shown and no more than 25' O.C. | | |
| D. | Herringbone brick veneer edged with stacked bond header course at sides. | | |




2 REAR ELEVATION
3/16" = 1'-0"

1 FRONT ELEVATION
3/16" = 1'-0"

## MATERIALS LEGEND

BRICK

COMPOSITION ROOF

HORIZONTAL COMPOSITE SIDING

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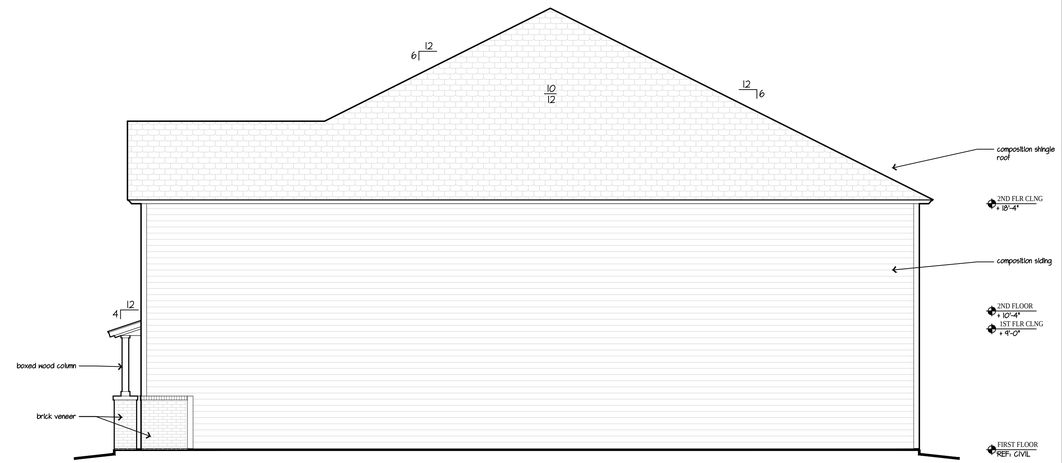
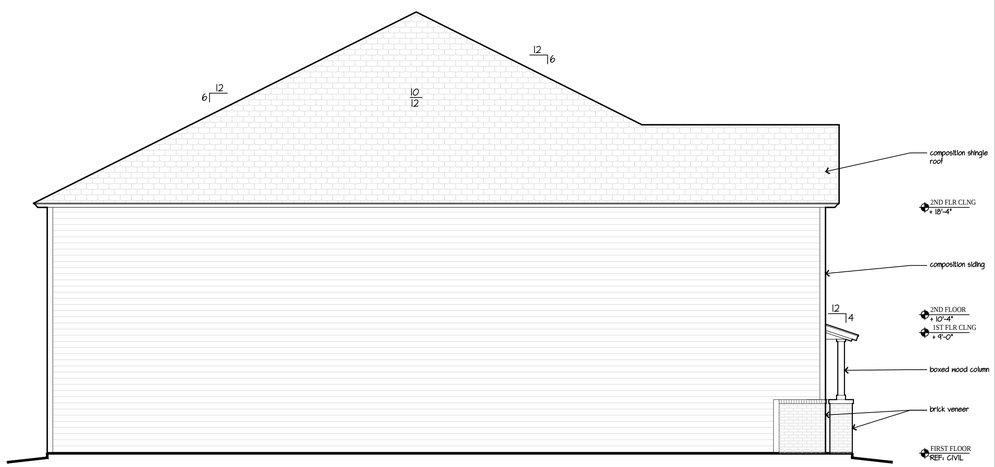



2 SIDE ELEVATION
3/16" = 1'-0"




1 SIDE ELEVATION
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## MATERIALS LEGEND

BRICK

COMPOSITION ROOF

HORIZONTAL COMPOSITE SIDING

VERTICAL COMPOSITE SIDING

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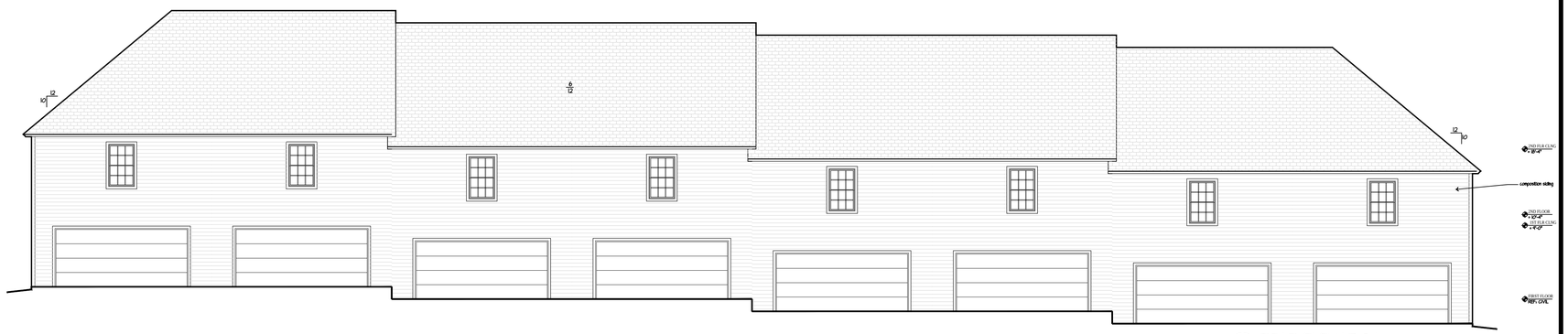


2 REAR ELEVATION
1/8" = 1'-0"

1 FRONT ELEVATION
1/8" = 1'-0"

## MATERIALS LEGEND

BRICK

COMPOSITION ROOF

HORIZONTAL COMPOSITE SIDING

VERTICAL COMPOSITE SIDING

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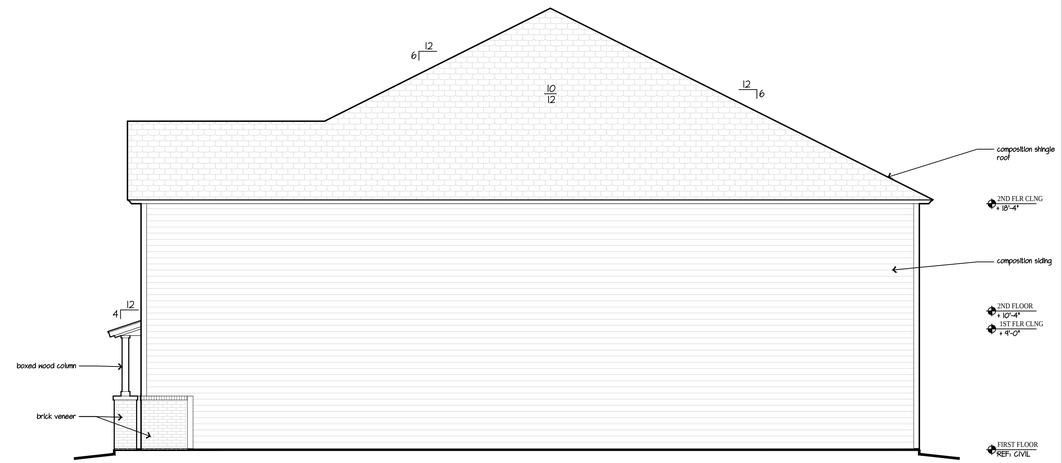


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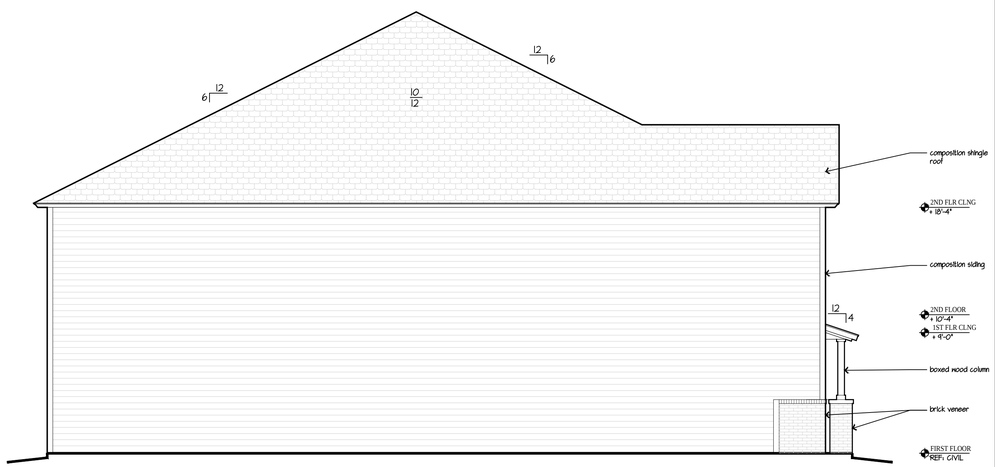
3/16" = 1'-0"




1 SIDE ELEVATION
3/16" = 1'-0"

## PLANNED DEVELOPMENTS

### § 156.090 PUD PURPOSES.

(A) The purposes of Planned Unit Development are:

(1) To permit flexibility that will encourage a more creative approach in the development of land and will result in a more efficient use of open area or will facilitate orderly land use transitions, while maintaining density and area coverage permitted in the general zoning district or districts in which the project is located; and

(2) To permit flexibility in design, placement of buildings, and use of open spaces, circulation facilities, and off-street parking areas, and to best utilize the potential of sites characterized by special features of geography, topography, parcel size, or shape or proximity to sensitive land use areas.

(B) It is the intent of this section to provide for a change in the size of tracts in which a Planned Unit Development is permitted.

(1) Eligible properties must normally be two acres or larger in size (gross acreage).

(2) Slightly smaller parcels, between one and two acres, may be eligible, provided the applicant can show that the proposed Planned Unit Development can meet the intent and regulation of this subchapter without injury to the public health safety and welfare.

(C) In every instance, the PUD is to be reviewed as to the proposed location and character of the uses and the treatment of the development of the tract. The regulations of the general zoning district or districts remain applicable except as specifically modified pursuant to the provisions of this section. No modification of use or bulk and area requirements of the applicable general use district or districts shall be permitted unless a subdivision plat or replat incorporating the provisions and requirements of this section is submitted to and approved by the Planning Commission and the City Council and filed of record in the office of the County Clerk.

(Prior Code, § 157.070) (Ord. 1040, passed 4-12-1983; Ord. 1454, passed 11-9-2004)

### § 156.091 USES PERMITTED IN PUDS.

The primary uses in a Planned Unit Development shall be those permitted in the zoning districts involved or those uses permitted in more restrictive zoning districts (for example, in a commercial district, a Planned Unit Development could be dominated by shopping facilities or apartments, but in a multi-family residential district, the predominate land use would have to be housing). In predominantly residential PUDs, certain other principal uses, other than dwellings, which are permitted by right or exception in the residential districts may be included within a PUD, if such uses do not occupy more than 10% of the gross area of the PUD and are designed and located to be compatible with the residential uses of the PUD and with the residential use of adjacent properties. It is intended that the PUD provisions may be used as an alternative approach in the processing of all types of developments.

(Prior Code, § 157.071) (Ord. 1040, passed 4-12-1983)

### § 156.092 PUD ACCESSORY USES.

(A) Accessory uses customarily incident to the principal uses included within the PUD are permitted. Accessory signs shall comply with the provisions of the zoning districts, except as hereafter provided for accessory commercial uses.

(B) Within a PUD in a residential district, accessory commercial facilities may be included in accordance with the following provisions.

(1) In considering commercial uses as a part of a Planned Unit Development in a residential district, the Planning Commission shall consider:

(a) The relationship of the proposed commercial use to:

1. The land parcel (both as to boundary shape and topographic and other physical features);

2. The land and land uses outside the proposed development; and

3. The arrangement of the other portions of the proposed development.

(b) The nature of the commercial use included in the proposal.

(2) In developments proposing more than one business, the aggregate floor area of the commercial facilities shall not exceed 50 square feet per dwelling unit nor a total of 30,000 square feet.

(3) Each commercial establishment shall be limited to a maximum of 3,500 square feet of floor area.

(4) Commercial signs shall be limited to one nameplate or not more than 16 square feet for each establishment. Nameplates shall be attached flat against a building wall and shall not be animated, flashing, or have other than indirect illumination. Window signs shall not be permitted.

(5) The commercial area shall be designed primarily for the service, convenience. and benefit of the residents of the PUD. The Planning Commission may permit a commercial establishment designed to serve patrons both inside and outside

the development if it is determined that a land use problem is not likely upon consideration of the items listed in division (B)(1)(a) above.

(Prior Code, § 157.072) (Ord. 1040, passed 4-12-1983)

### § 156.093 PUD AREA REQUIREMENTS.

The space required in a Planned Unit Development project, including lot area, area per unit, and percent of lot coverage, exclusive of the area of public or private streets, shall meet the requirements of the districts wherein the project is located (as set out in § 156.022 of this chapter); provided, however, that upon a finding that the PUD proposal is so designed as to provide the best use of the land with, at the same time, a good and full protection of the public welfare and the general intent and spirit of the Comprehensive Plan and the zoning ordinance, the Planning Commission may award an increase in the density of development not to exceed 10% of that otherwise allowable in the districts in which the PUD is located. If the project area falls in two or more zoning districts, the space requirements of the project shall be established by calculating the requirements of the various districts as applied to the amount of area in each district. In a Planned Unit Development, all area used for development purposes, including recreating areas, open space areas, parking lots, and similar space may be counted as part of the aggregate development area for computation of space requirements. The area of Planned Unit Development shall be considered as one parcel regardless of the extent to which the area may be divided by interior streets or other features.

(Prior Code, § 157.073) (Ord. 1040, passed 4-12-1983)

### § 156.094 PUD HEIGHT REQUIREMENTS.

The height of buildings shall not be more than one and one-half times the distance between the building line and the edge of pavement of the nearest street. The building measurement shall be from the ground floor level to the eave or top of the vertical wall should there be no eave. The Planning Commission upon review of plans for a Planned Unit Development may approve buildings of greater height than otherwise permitted in the zoning district.

(Prior Code, § 157.074) (Ord. 1040, passed 4-12-1983)

### § 156.095 PUD PERIMETER REQUIREMENTS.

The building setback from the exterior boundaries of the PUD shall not be less than the minimum yards customarily required for the district or districts in which located; provided that within 200 feet of any abutting property in a residential district, structures exceeding ten feet in height measured from the ground floor to the eave or top of vertical wall if there is no eave shall conform to the setback requirements of the zoning district, plus two feet of setback for each one-foot of building height exceeding ten feet measured from the ground floor level to the eave or top of vertical wall if there is no eave. An unenclosed off-street parking area, containing five or more spaces, shall be screened from adjoining areas in a residential district by the erection of a screening wall, fence, or hedge of acceptable design along the lot line or lines in common with the residential district, provided that if the parking area is located more than 50 feet from the residential district, the Planning Commission may waive screening requirements.

(Prior Code, § 157.075) (Ord. 1040, passed 4-12-1983)

### § 156.096 PUD OFF-STREET PARKING AND LOADING.

Off-street parking and loading spaces shall be provided as specified for the applicable use. The Planning Commission may consider designs providing for reasonable sharing of parking spaces by land uses which have inherently compatible time demands for parking. Required spaces may be provided on the lot containing the units for which it is intended to serve or in common areas. A common parking area shall be designed and located so as to be accessible to the units it is intended to serve. Provisions for the ownership and maintenance of a common parking space as will ensure its continuity and conservation shall be incorporated in the subdivision plat.

(Prior Code, § 157.076) (Ord. 1040, passed 4-12-1983)

### § 156.097 ADMINISTRATION OF PUD.

(A) Procedural steps include:

(1) Outline development plan;

(2) Supplemental designation PUD; and

(3) Subdivision plat.

(B) The following may apply for PUD.

(1) Any person, corporation, partnership, association, or combination thereof owning or possessing a property right or interest in or to a tract of not less than five acres in size may make application for the approval of an outline development plan as provided in divisions (B)(2) and (B)(3) below.

(2) Any person, corporation, partnership, association, or combination thereof owning or possessing a property right or interest in or to a tract of not less than one acre in size may make application for the supplemental district designation PUD. Such application shall be accompanied by an outline development plan processed in the manner set forth in this division (B)

(2) and divisions (C)(3) and (C)(4) below.

(3) In areas of existing development, any person, corporation, partnership, association, or combination thereof may propose the redevelopment or reuse of land through the processing of a PUD application. Due to the previous division of land areas in already developed areas, the Planning Commission shall determine if a proposed site is suitable for development as a PUD. The Planning Commission and City Council may place the supplemental designation PUD upon locations through the established zoning amendment process.

(C) An application for a Planned Unit Development shall be filed with the Planning Commission. The application shall be accompanied by the payment of a fee equal to that for rezoning applications which shall include advertising and sign costs. The application shall be in such form and content as the Planning Commission may by resolution establish, provided that three copies of an outline development plan shall accompany the filing of the application. The outline development plan shall consist of maps or text which contain:

(1) Existing topographic character of the land and any topographic changes which are proposed;

(2) Proposed land uses, including public uses and open space and the approximate location of buildings and other structures;

(3) The character and approximate density of development. Density shall be expressed in numbers of dwelling units and quantitative areas of each identifiable segment of the development;

(4) The approximate location of thoroughfares;

(5) Sufficient surrounding area to demonstrate the relationship of the development to adjoining uses, both existing and proposed;

(6) An explanation of the character of the planned development; and

(7) The expected schedule of development.

(D) (1) The Planning Commission, upon the filing of an application for the supplemental district designation PUD or the filing of an application for the approval of an outline development plan, shall set the matter for public hearing and give 15 days' notice thereof by publication in a newspaper of general circulation. Where deemed necessary by the Planning Commission, additional notice shall be given by the posting of a sign or signs on the property. Within 60 days after the filing of an application, the Planning Commission shall conduct the public hearing and shall determine:

(a) Whether the proposal is consistent with the Comprehensive Plan;

(b) Whether the proposal harmonizes with the existing and expected development of surrounding areas;

(c) Whether the proposal is a unified treatment of the development possibilities of the project site;

(d) Whether the proposal would benefit orderly and proper development of the city; and

(e) Whether the sidewalks and streets provide a traffic flow compatible with the development and surrounding street pattern.

(2) Where a supplemental district designation PUD is required for the processing of a Planned Unit Development, the Planning Commission shall forward its recommendation, the application, and the outline development plan to the City Council for further hearing as provided in divisions (D)(1)(d) and (D)(1)(3) above and this division (D)(2). Where Planned Unit Development may be processed without the supplemental designation PUD (five acres or larger), the Planning Commission shall approve, approve with modification, or disapprove the outline development plan. Approval by the Planning Commission shall be authorization for the processing of a subdivision plat incorporating the provisions of the outline development plan. The Planning Commission, upon approval of the outline development plan, may direct that a notation indicating the boundaries of the PUD be made on the zoning map.

(E) Upon receipt of the application, outline development plan, and Planning Commission recommendation, the City Council shall hold a hearing, review the outline development plan, approve, disapprove, modify, or return the outline development plan to the Planning Commission for further consideration. Upon approval, the zoning map shall be amended to reflect the supplemental designation PUD, and the applicant shall be authorized to process a subdivision plat incorporating the provisions of the outline development plan.

(F) A Planned Unit Development subdivision plat shall be filed with the Planning Commission and shall be processed in accordance with the subdivision regulations shall include:

(1) Details as to the location of uses and street arrangement;

(2) Provisions for the ownership and maintenance of any common open space as will reasonably ensure its continuity and conservation. Open space may be dedicated to a private association or to the public, provided that a dedication to the public shall not be accepted without the approval of the City Council; and

(3) Such covenants as will reasonably ensure the continued compliance with the approved outline development plan. In order that the public interest may be protected, the city shall be made beneficiary of the covenants pertaining to such matters as location of uses, height of structures, setbacks, screening, and access. Such covenants shall provide that the city may enforce compliance therewith.

(G) After the filing of an approved PUD subdivision plat, and notice thereof to the Building Inspector, no building permits shall be issued on lands within the PUD except in accordance with the approved plat. A building permit in a residential PUD for a freestanding or separate commercial structure shall not be issued until significant progress has been made on other aspects of the proposed development as follows:

(1) Completion of one-third of the noncommercial features in a project of less than five acres;

(2) Completion of one-half of the noncommercial features in a project of more than five acres; and

(3) The Commission has received a satisfactory progress report.

(H) Minor changes in the platted PUD may be authorized by the Planning Commission upon a review of a proposed amended subdivision plat, incorporating such changes, so long as substantial compliance is maintained with the outline development plan and the purposes and standards of the PUD provisions hereof. Changes which would represent a significant departure from the outline development plan shall require formal abandonment and the subsequent filing of a new application for a Planned Unit Development.

(I) Where a Planned Unit Development has been processed pursuant to the supplemental designation of PUD, its abandonment shall require the City Council's approval, after recommendation by the Planning Commission, of an application for amendment to the zoning map repealing the supplemental designation of PUD. Where a Planned Unit Development has been processed by reason of being more than ten acres, its abandonment shall require the approval of the Planning Commission and vacation of the plat.

(J) Any person aggrieved may appeal the final action of the Planning Commission on a proposed outline development plan or on a proposed subdivision plat to the district court by filing with the Secretary of the Planning Commission within ten days after the action appealed from a notice of appeal stating the grounds thereof. There shall be no right of appeal from any act of the Planning Commission taken in its advisory capacity to the City Council.

(Prior Code, § 157.077) (Ord. 1040, passed 4-12-1983)

# THE CITY OF DURANT
## Office of Community Development

Date: 10/10/2023
To: City Council
Case: PC 2023-28
From:
Re: Rezoning Request from A-1 Agriculture District to the R-3 General Residential Multi Family District for property located at Wilson Street and Montgomery Drive.

---

**Request:** Consider a request from Baptist General Convention of Oklahoma, for a rezoning of the property located near Wilson Street and Montgomery Drive from A-1 Agriculture to the R-3 General Residential Multi Family

**Current Zoning:** A-1, Agriculture Note* this case is tied to a Conditional Use Permit request.

**Requested Zoning:** R-3, General Residential Multi Family.

**Surrounding Properties:**

| Direction | Zoning | Use |
|---|---|---|
| North | A-1 | Agriculture |
| West | R-3 | General Residential Multi Family |
| South | R-3 | General Residential Multi Family |
| East | C-2 | Commercial Uses |

**Lot Characteristics:**

| | |
|---|---|
| Width | ~ 375 ft. |
| Depth | ~ 220 ft. |
| Total Area | ~3.6 acres (~82,500 sq. ft.) |

**Applicant:** Baptist General Convention of Oklahoma

**Background:** The applicant approached staff regarding the rezoning of this property with the desire to build a worship facility on the land.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any phone calls or letters regarding this rezoning request.

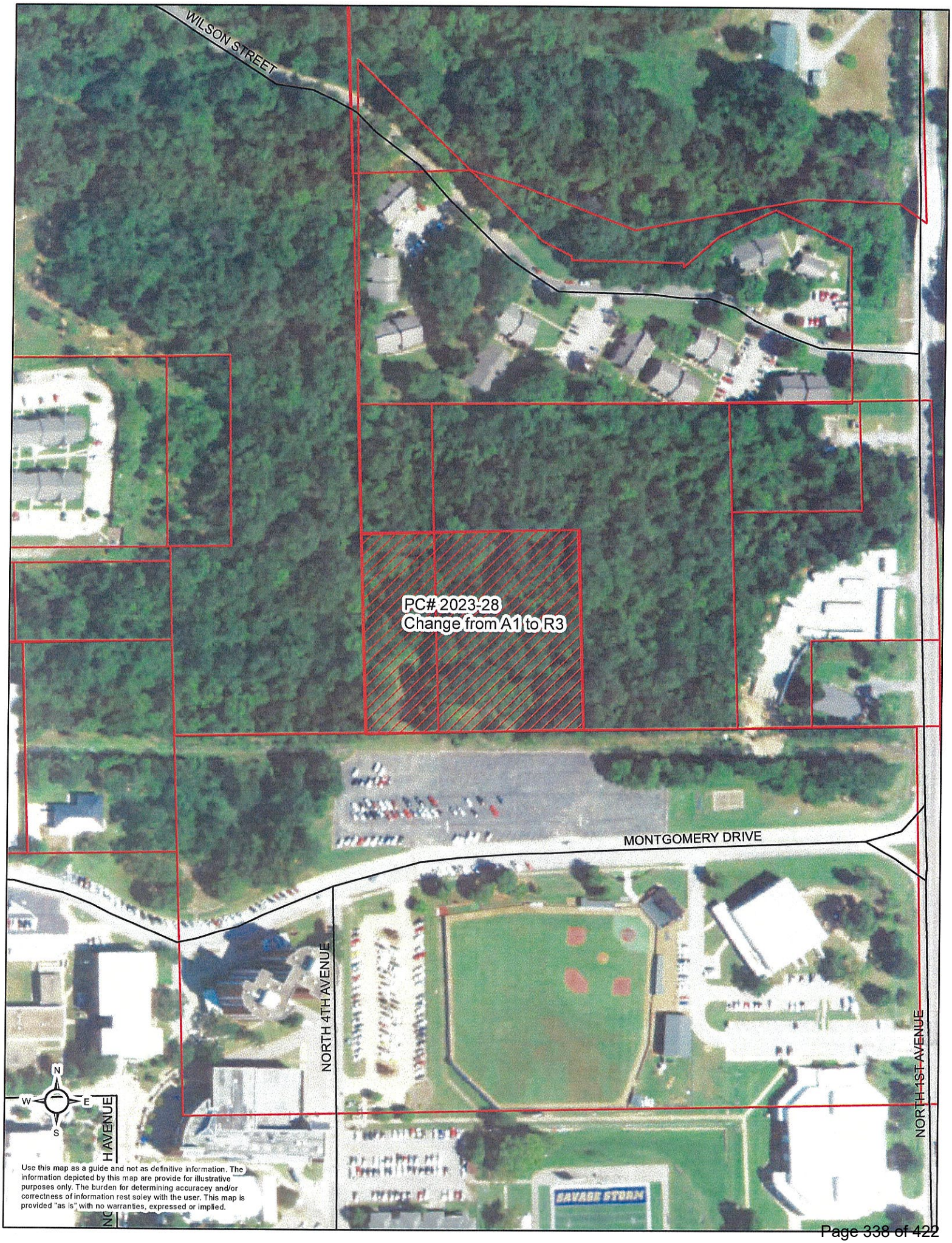
**Analysis:** The aforementioned property is approximately 3.6 acres.. The area is made up of a mix of Residential and Commercial Zoned properties. The subject property does meet the requirements for the lot area that is required within the requested zoning type.

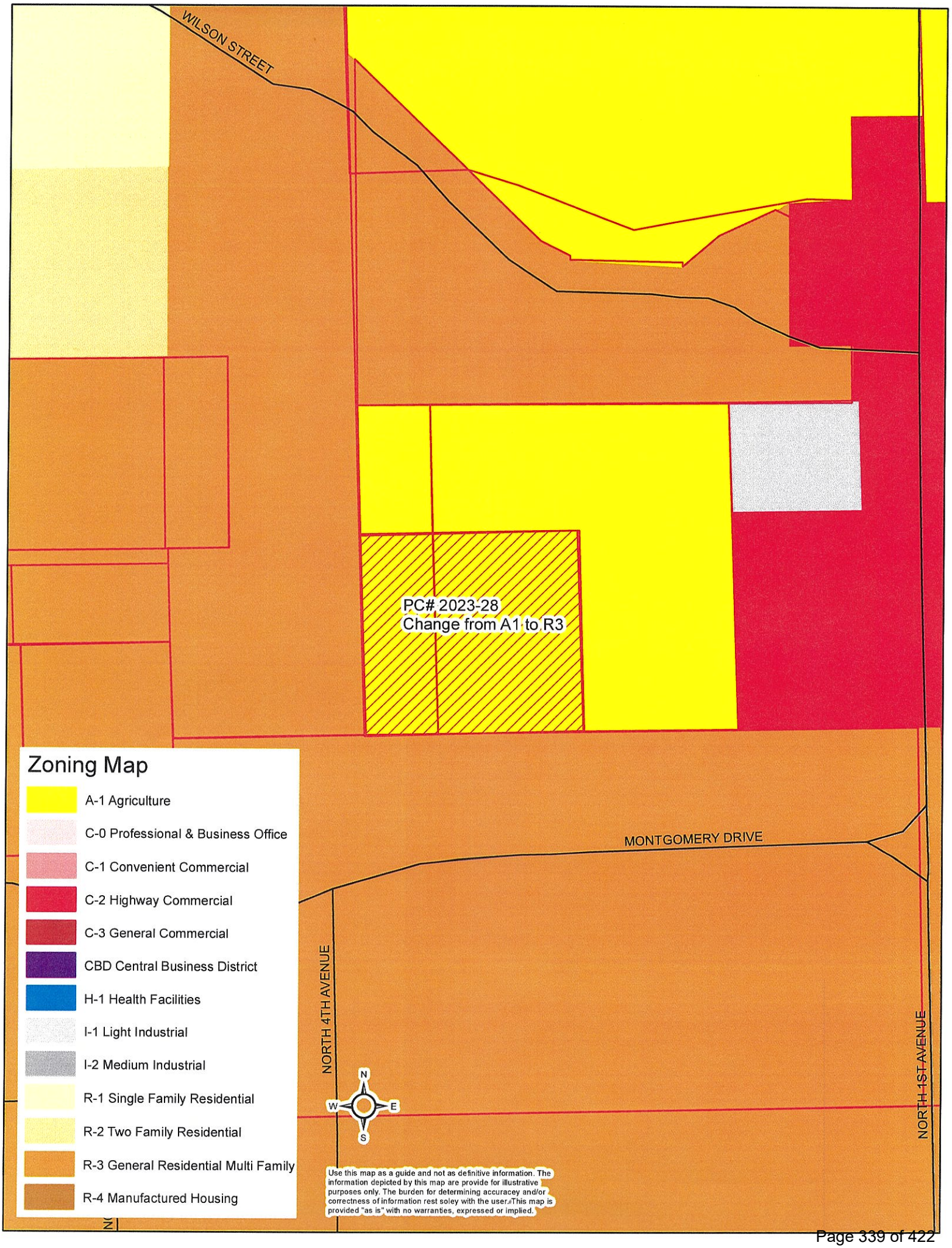
The current Future Land Use Map has this area as mixed commercial/residential land uses; therefore, this rezoning request is in line with the Future Land Use Map.

**Staff Recommendation:** Staff recommends approval of the rezoning request, since it does meet the suggested conditions and requirements.

**Required Action:** Hold a public hearing to recommend approval or denial of the rezoning request for the property located near Wilson Street and Montgomery Drive. Any specific conditions imposed by the Commission should be read into any approval motion.

- **Planning Commission recommended approval of the Rezone request.**


WILSON STREET
PC# 2023-28
Change from A1 to R3
MONTGOMERY DRIVE
NORTH 4TH AVENUE
NORTH 1ST AVENUE
HAVENUE
N
W
E
S
SAVAGE STORM
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


WILSON STREET
PC# 2023-28
Change from A1 to R3
MONTGOMERY DRIVE
NORTH 4TH AVENUE
NORTH 1ST AVENUE
N
W
E
S
Zoning Map
A-1 Agriculture
C-0 Professional & Business Office
C-1 Convenient Commercial
C-2 Highway Commercial
C-3 General Commercial
CBD Central Business District
H-1 Health Facilities
I-1 Light Industrial
I-2 Medium Industrial
R-1 Single Family Residential
R-2 Two Family Residential
R-3 General Residential Multi Family
R-4 Manufactured Housing
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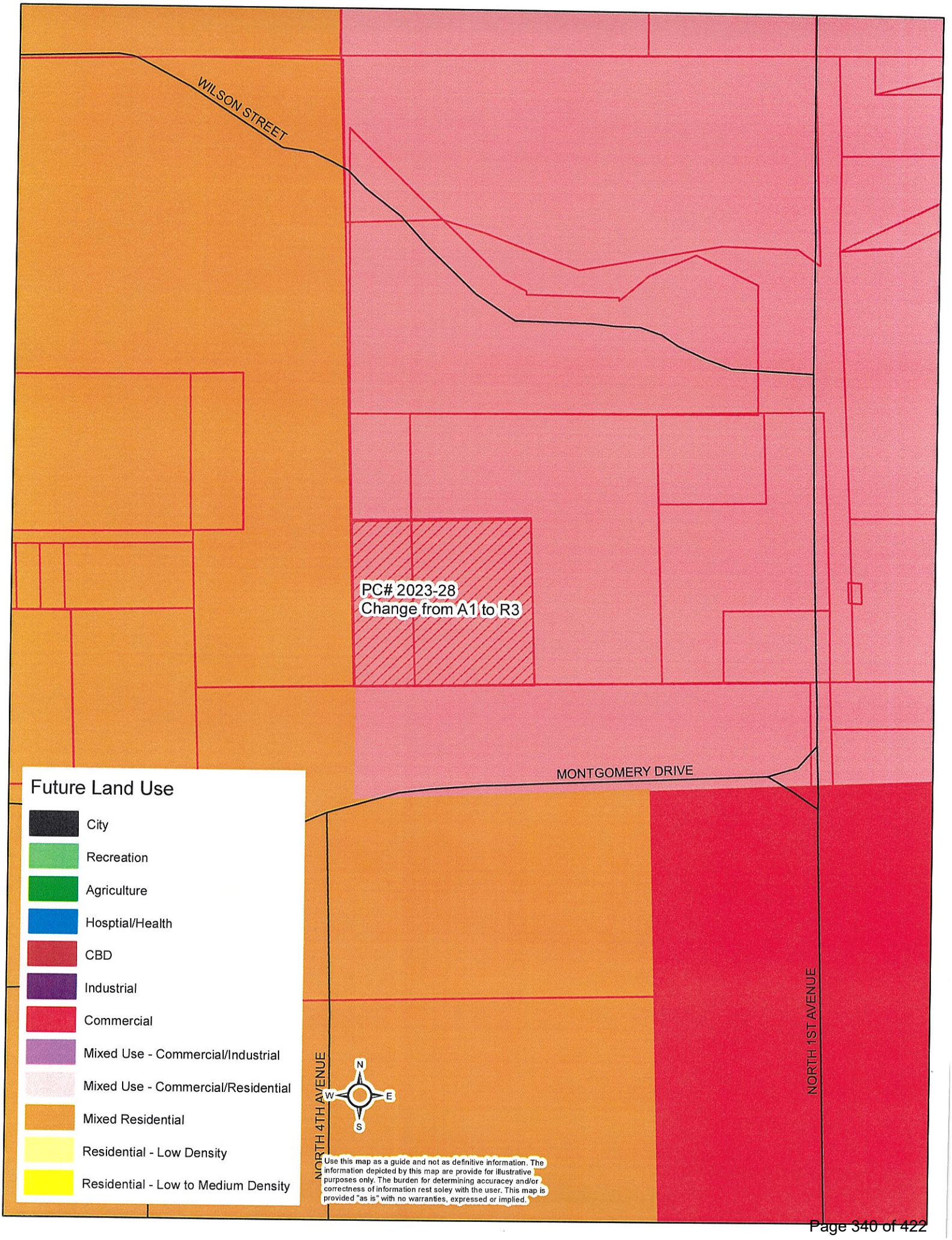
WILSON STREET
PC# 2023-28
Change from A1 to R3
MONTGOMERY DRIVE
NORTH 4TH AVENUE
NORTH 1ST AVENUE
N
W
E
S
Future Land Use
City
Recreation
Agriculture
Hosptial/Health
CBD
Industrial
Commercial
Mixed Use - Commercial/Industrial
Mixed Use - Commercial/Residential
Mixed Residential
Residential - Low Density
Residential - Low to Medium Density
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# COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET
# PC2023-28 (OKLAHOMA BAPTISTS)

| Department | Signature | Date | Notes |
|---|---|---|---|
| Com Dev Director | | | |
| M&O<br>Randy Cantrell | | 09-27-2023 | |
| Streets<br>Carl Meade | Carl Meade | 9-27-23 | |
| Public Works Director<br>Phillip Hightower | Phillip Hightower | 9-27-23 | |
| Fire Marshal<br>Brandon Brooks | Brandon Brooks | 9-27-23 | |
| Building Official | | 9-27-23 | |
| Engineer<br>Brandon Wall | — See attached email — | | |

Durant.org
Powered by Google

Kari Speers <kspeers@durant.org>

# RE: Comments on these files going to PC October 3rd

1 message

**brandon@wallengineering.com** <brandon@wallengineering.com> Thu, Sep 28, 2023 at 11:48 AM
To: Kari Speers <kspeers@durant.org>

See comments below.

Thanks,

**Brandon Wall, P.E., President**

*Wall Engineering, LLC*

*PO Box 1457, Durant, OK 74702 (mailing)*

*223 N Washington, Durant, OK 74701 (physical)*

*(c) 580.931.7998*

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**From:** Kari Speers <kspeers@durant.org>
**Sent:** Wednesday, September 27, 2023 10:38 AM
**To:** Brandon Wall <brandon@wallengineering.com>
**Subject:** Comments on these files going to PC October 3rd

Good morning,

I am currently working on getting these cases ready for PC on October 3rd. I still need your comments on these preferably by noon tomorrow. I will be leaving the office at 3pm Friday and have to have everything ready to go on Civic Plus and ready to post by then.

Dale Goad (Sketch Plat) Appears this plat orphans property based on what was submitted. We need more information on location of property boundaries and parcel information.

The Grove (Revised PUD) No additional comments.

Oklahoma Baptists ( CUP and Rezone) No additional comments.

Kash Acres (Final Plat) No additional comments.

Kash Acres is going to be a tricky one because nothing has really been done out there. No building permits could be issued until all publicly owned infrastructure is in place and construction is completed in accordance with approved plans/specs. In fact, if this is a final plat, it can't be approved w/o all of it in place.

# REZONING APPLICATION

Petition # PC 2023-28
Fee $_____

## APPLICANT INFORMATION

| | | |
|---|---|---|
| Name: Joe Ligon - Oklahoma Baptist | Email: jligon@oklahomabaptists.org | Phone #1 405-942-3800 |
| Mailing Address: 3800 N May Avenue | | Phone #2 |
| City: Oklahoma City State: OK Zip: 73112 | | Fax # |
| Applicant's Interest in Property: Sr. Associate Executive Director | | |

___Please use attached addendum if there is more than one applicant.

| | | | |
|---|---|---|---|
| Physical Address of Rezoning Request: | | | |
| X Platted<br>___Un-Platted | Subdivision<br>The Baptist General Convention Addition | Lot<br>Lot 1 and Lot 2 | Block |
| Legal Description:<br>(If Un-platted) | | | |

__ Deed Attached (required) If applicant is not owner listed on deed, owner consent must be included.

| | | | |
|---|---|---|---|
| Request Rezoning From: A-1 | | Request Rezoning To: R-3 | |
| Present Use: Worship Facility | | Proposed Use: Worship Facility | |
| Parcel Width: 375 | Parcel Length: 220 | Acres: 3.6 | Street/Road Frontage: 375 |

X City Water (If City Water will be extended or improvements will be made, please explain:)

X City Sewer (If City Sewer will be extended or improvements will be made, please explain:)

_____Private Water _____Private Sewer

| | |
|---|---|
| Is Property in the Floodplain?<br>Zone X | Is property in the Airport Zone.<br>No |

The applicant has prepared this application and supporting documentation and certifies that the facts stated herein and exhibits attached hereto are true and correct. 8.28.23

REZONING SUPPORTING INFORMATION

1. List the changed or changing conditions in the area or in the City which makes this zone change necessary.

This property was historically zone A-1 and has never been updated. The Baptist General Convention of Oklahoma previously had to demolish their existing existing facility for life safety reasons. We wish to construct a new facility on this property to serve SOSU students and the community.

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.

Comprehensive plan shows this area as mixed used commercial/residential. A majority of the surrounding properties are currently zoned R-3, with some C-2 zpned properties to the east, along 1st Ave.. We feel this request for an R-3 zoning is most amicable to the surrounding properties and in accordance with the comprehensive plan.

3. List any other reasons to support this zone change.

Current Zoning of A-1 is outdated for the current use of the property and surrounding area.

I-2011-646558 Book 1297 Pg. 516
12/01/2011 3:35 pm Pg 0516-0516
Fee: $ 13.00 Doc $ 82.50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

# WARRANTY DEED
## (INDIVIDUAL)

KNOW ALL MEN BY THESE PRESENTS:

That, **BARBARA GANTT and SOLOMON GANTT,** 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 **BAPTIST GENERAL CONVENTION OF OKLAHOMA,** 3800 N. May Ave., Oklahoma City, OK 73112, party of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

A part of the NE/4 NE/4 of Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: Commencing at the Southwest corner of the E/2 SW/4 NE/4 NE/4 of said Section 29; Thence North 89 degrees 36 minutes 24 seconds East along the South line of the said NE/4 NE/4 a distance of 125.00 feet to the Point of Beginning; Thence North 01 degrees 07 minutes 40 seconds West a distance of 348.50 feet; Thence North 89 degrees 36 minutes 24 seconds East a distance of 250.00 feet; Thence South 01 degrees 07 minutes 40 seconds East a distance of 348.50 feet; Thence South 89 degrees 36 minutes 24 seconds West a distance of 250.00 feet to the Point of Beginning.

R. S. $82.50

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 party of the second part, its heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND SEALED this the 1st day of December, 2011.

Barbara Gantt
BARBARA GANTT

Solomon Gantt
SOLOMON GANTT

STATE OF OKLAHOMA )
)ss. ACKNOWLEDGMENT
COUNTY OF BRYAN )

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of December, 2011, personally appeared BARBARA GANTT and SOLOMON GANTT, 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

DEAN JESTIS NOTARY # 07009509 EXP. 10-01-2015 PUBLIC STATE OF OKLAHOMA

My Commission Expires:

STATE OF OKLAHOMA
Bryan County
Documentary Stamps $ 82.50

I-2022-749905 Book 1615 Pg: 555
11/07/2022 10:35 am Pg 0555-0556
Fee: $ 20.00 Doc: $ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

Please Mail Recorded Deed to:
Bryan Baptist Association
PO Box 970
Durant, OK 74702

# QUIT CLAIM DEED

COUNTY CLERK BRYAN COUNTY, OK

## KNOW ALL MEN BY THESE PRESENTS:

That Frances J. Mickle, a single person, Party of the First Part, in consideration of the sum of Ten and no/100ths Dollars ($10.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the Bryan Baptist Association, party of the Second Part, all of her right, title and interest in and to the following described real property and premises situated in Bryan County, State of Oklahoma, to-wit:

A part of the E/2 of W/2 of NE/4 of NE/4 described as beginning 348.5 feet North of the SW Corner of E/2 of W/2 of NE/4 of NE/4, Thence North 218.5 feet; Thence East 125 feet; Thence South 218.5 feet; Thence West 125 feet to the point of beginning, all in Section 29, Township 6 South, Range 9 East, of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the official survey thereof.

Together with all the improvements thereon and the appurtenances thereunto belonging, without any title or other warranties of any kind.

This conveyance is subject to any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to the herein conveyed property or any part thereof.

TO HAVE AND TO HOLD the above-described premises unto the said Parties of the Second part, their successors and assigns forever.

No Revenue Stamps, Beneficial Transfer

Signed and delivered this 7th day of November, 2022.

Frances J. Mickle

Frances J. Mickle

STATE OF OKLAHOMA )
) SS:
COUNTY OF BRYAN )

D
SOCS

I-2010-632482 Book 1260 Pg: 645
08/12/2010 12:14 pm Pg 0645-0646
Fee: $ 15.00 Doc: $ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

# SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That S&F DEVELOPMENT CO., L.L.C., an Oklahoma limited liability company (herein called the "Grantor"), in consideration of the sum of Ten and No/100 Dollars ($10.00), in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto DURANT AFFORDABLE HOUSING – 1, L.P., a Oklahoma limited partnership (herein called "Grantee"), having a mailing address of 3210 Greenbriar, Durant, OK 74701, all of the real property and premises located in Bryan County, Oklahoma, more particularly described on Exhibit A attached hereto, together with any and all improvements thereon and appurtenances thereunto belonging (the "Property"), and warrant the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances made or suffered to be made by Grantor during Grantor's ownership of the Property, but not otherwise.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns forever.

SIGNED AND DELIVERED this 25TH day of January, 2010

NO [illegible]
[illegible]

S&F DEVELOPMENT CO., L.L.C.
an Oklahoma limited liability company

By: Ann L. Francks
Ann L. Francks, Manager

By: [illegible]
Lewis P. Colbert, Manager

COUNTY CLERK
BRYAN COUNTY, OK

STATE OF TEXAS )
) ss:
COUNTY OF NUECES )

This instrument was acknowledged before me on January 25, 2010, by ANN L. FRANCKS and LEWIS C. COLBERT, Managers of S&F DEVELOPMENT CO., L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

Andrea Ford
Notary Public

My Commission Expires: 07-15-2012

ANDREA FORD
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
07-15-2012

Return to: Gary C. Rawlinson
Crowe & Dunlevy
2500 South McGee, Suite 140
Norman, OK 73072-6705



1974837.02

COUNTY CLERK
BRYAN COUNTY, OK

I-2017-692795 Book 1432 Pg: 785
02/03/2017 11:09 am Pg 0785-0785
Fee: $ 13.00 Doc $ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

# WARRANTY DEED
JOINT TENANCY

*KNOW ALL MEN BY THESE PRESENTS:*

*That* Barbara Gantt and Solomon Gantt Wife and Husband

*parties of the first part in consideration of the sum of* gift DOLLARS ($ 0 )

*the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, and convey unto* Catherine Hice and Steve Hice Wife and Husband

*and* 16093 CR 3600 Ada, Oklahoma 74820 *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 NE/4 NE/4, LESS AND EXCEPT the property previously conveyed to A. W. Semple and Jane Semple by Warranty Deed recorded in Book 448 at Page 527, Book 484 at Page 576, Book 503 at Page 203 and Book 536 at Page 492, all recorded in the office of the County Clerk of Bryan County, Oklahoma; and

LESS AND EXCEPT a part of the NE/4 NE/4 of Section 29, Township 6 South, Range 9 East, beginning at the Southeast corner of the NE/4 NE/4 of said Section 29, thence West 300 feet, thence North 300 feet, thence East 300 feet, thence South 300 feet to the point of beginning; and

LESS AND EXCEPT a part of the NE/4 NE/4 of Section 29, Township 6 South, Range 9 East, beginning at a point 300 feet West of the Southeast corner of the NE/4 NE/4 of said Section 29, thence North 300 feet, thence East 300 feet, thence North 267 feet, thence West 350 feet, thence South 567 feet, thence East 50 feet to the point of beginning, and

LESS AND EXCEPT easements of record and highway right-of-way, all in Section 29, Township 6 South, Range 9 East, 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, judgements, taxes, mortgages and other liens and incumbrances of whatsoever nature.*

*Signed and Sealed this* 3rd *day of* February, *20*17.

Barbara Gantt SOLOMON GANTT

ACKNOWLEDGMENT

STATE OF OKLAHOMA, Pontotoc County, ss.
*Before me, the undersigned, a Notary Public in and for said county and State, on this* 3rd *day of* February *20*17 *personally appeared* Barbara Gantt *and* Solomon Gantt *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* January 5, 2019 Keressa A. Compton, *Notary Public*

NOTARY PUBLIC
OFFICIAL SEAL
KERESSA A. COMPTON
NOTARY PUBLIC OKLAHOMA
PONTOTOC COUNTY
COMM. NO. 15000084

EXEMPTION: DOCUMENTARY STAMP TAX O.S.
TITLE 68: ARTICLE 32, SECTION 3202 PAR 4

COUNTY CLERK BRYAN COUNTY, OK

MODERN abstract and title

1-2022-750859 Book 1618 Pg: 626
12/15/2022 8:40 am Pg 0626-0627
Fee: $ 20.00 Doc: $ 540.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

# WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

That **Davis Self Storage, LLC a/k/a Davis Self Storage LLC, a Limited Liability Company,** party/parties of the first part, in consideration of the sum of Ten and more ($10.00) Dollars, the receipt of which is hereby acknowledged, do(es) by these presents grant, bargain, sell and convey unto **Keith R. Kaehler and Deborah A. Kaehler, husband and wife,** as joint tenants, the survivor to take all, and not as tenants in common, 1903 N 1st Street, Durant, OK 74701, party/parties of the second part, his/her/their grantees and heirs, all of the following described real property and premises, situated in Bryan County, Oklahoma, to wit:

**See Exhibit A attached hereto and made a part hereof.**

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

TO HAVE AND TO HOLD said described premises unto said party/parties of the second part, his/her/their grantees and the heirs and grantees of the survivors, forever, free, clear and discharged of and from all former grants, titles, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature. Exceptions: Easements and rights of ways of record; oil, gas, and other mineral leases of record; prior oil, gas, and other mineral conveyances or reservations of record; restrictive and protective covenants of record; and applicable zoning ordinances.

**Revenue Stamps:** $540.00

SIGNED AND SEALED this the 14th day of December, 2022.

STATE OF OKLAHOMA
Bryan County
Documentary Stamps $ 540.00

Davis Self Storage, LLC a/k/a Davis Self Storage LLC

BY: _____
Floyd Davis
Manager

BY: _____
Jeremy Davis
Manager

### NOTARY AND ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF BRYAN

I, Jennifer Coley, a Notary Public for the County of Bryan and State of Oklahoma, do hereby certify that Floyd Davis and Jeremy Davis, Managers on behalf of Davis Self Storage, LLC a/k/a Davis Self Storage LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14th of December, 2022.

_____
Notary Public

My Commission Expires: May 24, 2026

(SEAL)

JENNIFER COLEY NOTARY # 18006253 PUBLIC STATE OF OKLAHOMA

File No.: BRY-221111690

Alliant National Title Insurance Co.
1831 Lefthand Cr., Suite G
Longmont, CO 80501

575706

State of Oklahoma
County of Bryan
Filed 1-24-06
Book 1104 Page 626 Tm 2:40
Patricia L. Brady
County Clerk TR Deputy.

INDEXED

# Warranty Deed

KNOW ALL MEN BY THESE PRESENTS:

That; **RONALD F. ARNETT and CAROLYN K. ARNETT, husband and wife,** parties of the first part, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **S & F DEVELOPMENT CO., L. L.C.,** 2221 West park Dr. Norman OK 73069 party of the second part, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

**Tract 1:** All that part of the W/2 NW/4 NE/4 NE/4 lying South of the North boundary of Wilson Street of the City of Durant, all in Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the official survey thereof.

LS. $ 525.00

**Tract 2:** The W/2 SW/4 NE/4 NE/4 all in Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the official survey thereof.

**Tract 3:** The East 44 yards of the NW/4 NW/4 NE/4 and the East 44 yards of the N/2 SW/4 NW/4 NE/4 and the NE/4 NW/4 NE/4 and the N/2 SE/4 NW/4 NE/4 of Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the official plat and survey thereof.

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

TO HAVE AND TO HOLD said described premises unto party of the second part, his heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and Delivered this 20 day of January, 2005.

Ronald F. Arnett
**RONALD F. ARNETT**

Carolyn K. Arnett
**CAROLYN K. ARNETT**

STATE OF OKLAHOMA )
) ss. ACKNOWLEDGMENT
COUNTY OF BRYAN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20 day of January, 2005, personally appeared **RONALD F. ARNETT and CAROLYN K. ARNETT, 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.

MELISSA CATHEY
COMM. # 03-08-29
NOTARY PUBLIC
IN AND FOR STATE OF OKLAHOMA
EXP. 08-29-2006
BRYAN COUNTY

NOTARY PUBLIC

My Commission Expires: _____

000626

# "QUIT CLAIM DEED

No. 134,123.

KNOW ALL MEN BY THESE PRESENTS: That J. S. Vaughan and Eunice Lewis Vaughan, husband and wife,

of Oklahoma County, State of Oklahoma, parties of the first part, in consideration of the sum of ONE AND NO/100 DOLLARS, in hand paid, the receipt of which is hereby acknowledged,

do hereby Quit Claim, grant, bargain, sell and convey unto Southeastern State Teachers College

of Bryan County, State of Oklahoma, party of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

Beginning at the Northwest corner of the NW¼ of SE¼ of NE¼ of Section 29, Township 6 South, Range 9 East, thence East 198 feet; thence South 660 feet; thence West 66 feet to the line of the State Normal Grounds; thence North with the said line to the Northeast corner thereof; thence West with said line to the west line of said NW¼ of SE¼ of NE¼, thence North to the place of beginning, the same being all the West three (3) acres of said NW¼ of SE¼ of NE¼ of said section not heretofore sold to the State Normal School

together with all improvements thereon and the appurtenances thereunto belonging

TO HAVE AND TO HOLD said described premises unto the said party of the second part its successors and assigns forever,

Signed and delivered this 28th day of March 1936.

J. S. Vaughan

Eunice Lewis Vaughan

STATE OF OKLAHOMA, } COUNTY OF OKLAHOMA, SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 28th day of March, 1936 personally appeared J. S. Vaughan and Eunice Lewis Vaughan, husband and wife, to me well 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 official seal, the day and year above set forth.

My Commission expires Jan. 4, 1938. (Seal) Edith Baldwin - - Notary Public.

Filed for record on the 2 day of April, 1936, at 10:15 o'clock A. M.

By Deputy. Lonnie Wright, - - - County Clerk.

(Seal)

Durant Property Professionals 4, LLC, an Oklahoma limited liability company

By: Sally L. McIntyre
Name: Sally L. McIntyre, Trustee of the Sally L. McIntyre Survivor's Trust
Its: Manager

**ACKNOWLEDGMENT**

STATE OF CA )
COUNTY OF Santa Clara

SIGNED and SWORN to before me on the 14 day of November, 2016, by Sally L. McIntyre, Trustee of the Sally L. McIntyre Survivor's Trust, as Manager of Durant Property Professionals 4, LLC, an Oklahoma limited liability company to me known to be the person who subscribed their name to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Brenda Martinez
Notary Public

BRENDA L. MARTINEZ
Comm. No. 2032119
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires July 2, 2017

I-2016-691177 Book 1427 Pg 282
11/17/2016 11 23 am Pg 0281-0290
Fee: $ 31 00 Doc $ 3,127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

Durant Property Professionals 5, LLC, an Oklahoma limited liability company

By: _____
Name: John K. Connolly, Trustee of the John K. Connolly and Mary Ellen Connolly Trust of 1987
Its: Manager

By: _____
Name: Mary Ellen Connolly, Trustee of the John K. Connolly and Mary Ellen Connolly Trust of 1987
Its: Manager

**ACKNOWLEDGMENT**

STATE OF Hawaii )
)
COUNTY OF Honolulu )

SIGNED and SWORN to before me on the 11th day of November, 2016, by John K. Connolly and Mary Ellen Connolly, as Trustees of the John K. Connolly and Mary Ellen Connolly Trust of 1987, as Manager of Durant Property Professionals 5 LLC, an Oklahoma limited liability company to me known to be the person who subscribed their name to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

DENNIS K.K. CHING NOTARY 2000-411 PUBLIC STATE OF HAWAII

_____
Notary Public

**Dennis K.K. Ching** 2000-411
My Commission Expires: 08/20/2020

I-2016-691177 Book 1427 Pg 284
11/17/2016 11 23 am Pg 0281-0290
Fee $ 31 00 Doc $ 3 127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of CONTRA COSTA

On NOVEMBER 13 2016 before me, Sharon M. Alvey, Notary Public,

personally appeared

COLLEEN CONNOLLY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sharon M. Alvey, Notary Public

Commission Number: 2006119

Commission Expiration: 2/23/2017

SHARON M. ALVEY
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2006119
CONTRA COSTA COUNTY
My Comm. Exp. February 23, 2017

I-2016-691177 Book 1427 Pg 286
11/17/2016 11 23 am Pg 0281-0290
Fee: $ 31.00 Doc $ 3,127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

EXHIBIT B

1. Taxes for the year 2016 and subsequent years, the amounts of which are not ascertainable, due or payable.

2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights privileges, and immunities relating thereto, whether or not appearing on the Public Records. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. Statutory Section Line Road Easements in favor of the State of Oklahoma, as shown on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

4. Joint Bryan County-City of Durant Airspace Zoning Ordinance No. 1 recorded at Book 568, Page 442 (entry 295- B), as noted on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

5. Height Restriction Zoning Ordinance recorded at Book 1067, Page 1017 (entry 296-B) and re-recorded at Book 1071, Page 289 (entry 306-B), as noted on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

6. Ordinance No. 851 of the City of Durant recorded at Book 509, Page 278 (entry 323-B), as noted on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

7. Easement contained in Warranty Deed recorded at Book 733, Page 345 (NIA).

8. Easement in favor of Enserch Corporation recorded at Book 734, Page 559 (NIA), subject to assignments of record.

9. Easement in favor of the State of Oklahoma recorded at Book 227, Page 172 (entry 9-B), as shown on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

I-2016-691177 Book 1427 Pg: 288
11/17/2016 11:23 am Pg 0281-0290
Fee: $ 31 00 Doc: $ 3,127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

19. The Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016, discloses the following matters:
    a. Encroachments of buildings into Durant City Utilities Authority easements;
    b. Encroachments of chain link fence over the southerly and westerly boundary line of the subject premises; and
    c. Encroachment of chain link fence and concrete over the northerly boundary line of the subject premises.

I-2016-691177 Book 1427 Pg: 290
11/17/2016 11:23 am Pg 0281-0290
Fee: $ 31.00 Doc: $ 3,127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

JOB NO. 23070206

# PLAT OF
# THE BAPTIST GENERAL CONVENTION ADDITION

*ADDITION HAS 1 LOT AND CONTAINS*
*3.00 ACRE, MORE OR LESS*

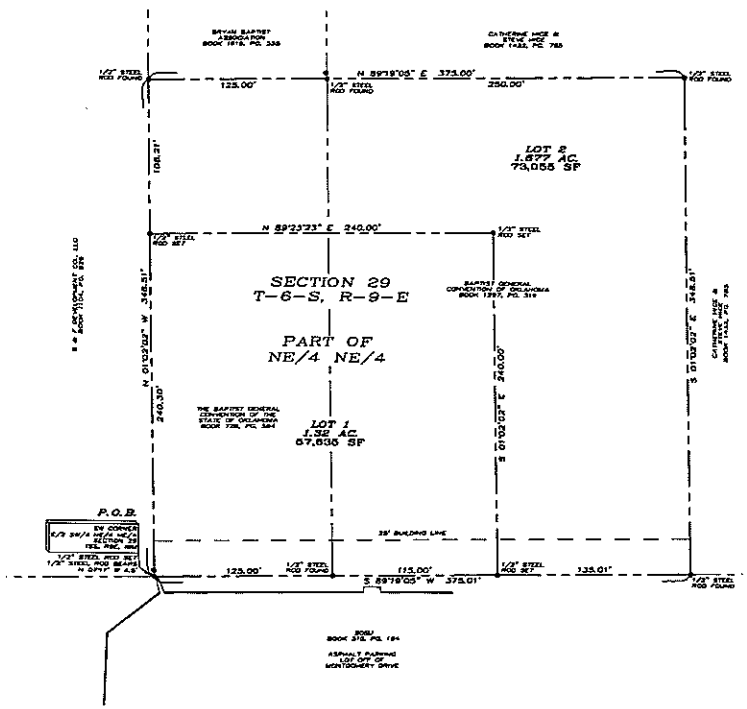
**FLOOD ZONE INFORMATION**

SUBJECT PROPERTY IS IN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 40013C 0170 E, DATED JUNE 2, 2011.

GRAPHIC SCALE

( IN FEET )
1 inch = 40 ft.

LOCATION MAP
RANGE 9 EAST
TOWNSHIP 6 SOUTH
29
BRYAN COUNTY, OKLAHOMA
(NOT TO SCALE)




**LEGEND**

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- EASEMENT LINE
- PROPERTY LINE
- BUILDING LINE

~BASIS OF BEARINGS~
OKLAHOMA STATE PLANE (NAD 83)
BEARINGS DERIVED BY DIFFERENTIAL G.P.S.
SECTION 29
TOWNSHIP 6 SOUTH, RANGE 9 EAST

Purchaser/Grantee is aware of this addition by virtue of purchase or is a resident of the city/county where this tract is located and is subject to fees and assessments of utilities and any dedications of the subdivision.

**OWNER/DEVELOPER**
THE BAPTIST GENERAL CONVENTION OF THE STATE OF OKLAHOMA
1141 N. ROBINSON
OKLAHOMA CITY, OK 73103

**SURVEYOR**
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 1707
3404 INTERURBAN ROAD
DENISON, TEXAS 75021

SHEET 1 OF 1

## OWNER'S CERIFICATE AND DEDICATION

*KNOW ALL MEN BY THESE PRESENTS:*

That We, THE BAPTIST GENERAL CONVENTION OF THE STATE OF OKLAHOMA, being the only owner of record of the following described real property to wit:

*LEGAL DESCRIPTION:*

Being a part of NE/4 NE/4 of Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian according to the Government Survey thereof and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set for the southwest corner of the E/2 SW/4 NE/4 NE/4, from which a found 1/2" steel rod bears North 0777' West, a distance of 4.5 feet;

Thence North 01°02'02" West, a distance of 346.51 feet to a found 1/2" steel rod;
Thence North 89°19'05" East, passing an route at a distance of 125.00 feet a found 1/2" steel rod, and continuing on said course, a total distance of 373 feet to a found 1/2" steel rod;
Thence South 01°02'02" East, a distance of 346.51 feet to a found 1/2" steel rod;
Thence South 89°19'05" West, passing an route at a distance of 250.01 feet a found 1/2" steel rod, and continuing on said course a total distance of 373.01 feet to the Point of Beginning and containing 3.00 acres (130,690 square feet) of land, more or less.

We hereby certify that we have caused this property to be surveyed into lots and this plat truly and correctly represents the subdivision made by the herein listed owners of the above described lands. We hereby offer for dedication to the public, use of all streets, avenues, parks, public facilities and easements as shown on this plat and to be hereafter known as THE BAPTIST GENERAL CONVENTION ADDITION, a subdivision of a portion of Bryan County, State of Oklahoma. The transaction of this irrevocable offer of dedication shall be consummated upon the execution of the certificate for acceptance of dedication, for the purpose of providing an orderly development of THE BAPTIST GENERAL CONVENTION ADDITION. Said property covered by said map of plat and dedication is subject to certain restrictions, reservations and covenants contained in a separate instrument, which will be filed for record in the Office of the County Clerk of Bryan County, Oklahoma, subsequent to the filing of this plat.

CHRIS WALL, PRESIDENT
BAPTIST GENERAL CONVENTION
OF THE STATE OF OKLAHOMA

CHRIS WALL DATE

STATE OF OKLAHOMA
COUNTY OF BRYAN

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared CHRIS WALL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____ 2023.

Notary Public in and for
the State of Oklahoma

## SURVEYOR'S CERTIFICATION

*KNOWN ALL MEN BY THESE PRESENTS:*

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of The City of Durant, Oklahoma.

Douglas W. Underwood DATE
Licensed Professional
Land Surveyor No. 1307
C.A. No. 2315

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DOUGLAS W. UNDERWOOD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____ 2023.

Notary Public in and for
the State of Texas

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

## DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

The Oklahoma State Department of Environmental Quality, certifies that this plat is approved for the construction of a _____ sewage disposal system and a water system this _____ day of _____2023.

ENVIRONMENTAL SPECIALIST

## COUNTY TREASURES CERTIFICATE

I, _____, the duly and qualified County Treasurer of Bryan County, Oklahoma, do hereby certify that there are no unpaid taxes up to and including the year on the described real property known as THE BAPTIST GENERAL CONVENTION ADDITION being a part of Bryan County, State of Oklahoma, and the required security has been deposited in the office of the County treasurer guaranteeing payment of the current years taxes.

Witness my hand this ____ day of ____ 2023.

COUNTY TREASURER

STATE OF OKLAHOMA
COUNTY OF BRYAN

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____ 2023.

Notary Public in and for
the State of Oklahoma

## COUNTY CLERKS CERTIFICATE

That I, the undersigned, do hereby certify that the THE BAPTIST GENERAL CONVENTION ADDITION, a replat in Section 32 and 33, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma; Together with the Owners Certificate and the Surveyors Certificate on the same were presented to the County Clerk of Bryan County, Oklahoma for approval; that said plat, Owners Certificate and Surveyors Certificate being found to conform to the platting requirements in all respects, are in all things approved on this ____ day of _____, 2023 at _____ and duly recorded in Book Number ____, Page Number ____.

TAMMY REYNOLDS DATE
COUNTY CLERK

## CERTIFICATE OF ACCEPTANCE

Pursuant to the Durant Subdivision Regulations, this document was given approval by the Durant City Council at a meeting held the _____ day of _____, 20____. All of the conditions of approval having been completed, this document is hereby accepted and this certificate executed under the authority of such regulations.

DATE OF EXECUTION

ATTEST: CITY CLERK

MAYOR

## CERTIFICATE OF FINAL APPROVAL

I, _____, Chairman of the City of Durant, Planning Commission for the City of Durant, State of Oklahoma, hereby certify that the said commission duly approved the THE BAPTIST GENERAL CONVENTION ADDITION, this _____ day of _____ 2023.

CHAIRMAN

STATE OF OKLAHOMA
COUNTY OF BRYAN

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____ 2023.

Notary Public in and for
the State of Oklahoma

**ORDINANCE NO. O-2023-18**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE**
**AND DECLARING AN 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, General Agriculture District to R-3 General Residential District for property located near Wilson Street and Montgomery Drive, in Durant, and more particularly described as;

A tract of land in the E/2 SW/4 NE/4 NE/4 of Section 29, Township 6 South, Range 9 East, Bryan County, Oklahoma, being more particularly described as follows: Beginning at the Southwest Corner of the E/2 SW/4 NE/4 NE/4 of Section 29, Township 6 South, Range 9 East; thence East 125.00 feet; thence North 348.50 feet; thence West 125.00 feet; thence South 348.50 feet to the Point of Beginning.
AND
A part of the NE/4 NE/4 of Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: Commencing at the Southwest Corner of the E/2 SW/4 NE/4 NE/4 of said Section 29; thence N89°36’24”E along the South line of the said NE/4 NE/4 a distance of 125.00 feet to the Point of Beginning; thence N01°07’40”W a distance of 348.50 feet; thence N89°36’24”E a distance of 250.00 feet; thence S01°07’40”E a distance of 348.50 feet; thence S89°36’24”W a distance of 250.00 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 _____day of_____2023.

_____

Martin Tucker, Mayor

City Of Durant, Oklahoma

ATTEST:

_____

Cynthia J. Price, City Clerk

# THE CITY OF DURANT
## Office of Community Development

Date: 10/10/2023
To: City Council
Case: PC 2023-28
From:
Re: Conditional Use Permit request to construct a worship facility / church on property located near Wilson Street and Montgomery Drive.

---

**Request:** Consider a request from Baptist General Convention of Oklahoma, for a Conditional Use Permit request to construct a worship facility / church on property located near Wilson Street and Montgomery Drive.

**Current Zoning:** R-3 Residential Note* this case is tied to a Rezoning request.

**Surrounding Properties:**

| Direction | Zoning | Use |
|---|---|---|
| North | A-1 | Agriculture |
| West | R-3 | General Residential Multi Family |
| South | R-3 | General Residential Multi Family |
| East | C-2 | Commercial Uses |

**Lot Characteristics:**

| | |
|---|---|
| Width | ~ 240 ft. |
| Depth | ~ 240 ft. |
| Total Area | ~1.32 acres (~57,600 sq. ft.) |

**Applicant:** Baptist General Convention of Oklahoma

**Background:** The applicant approached staff regarding rezoning the property as well as gaining a Conditional Use Permit with the desire to build a worship facility on the site. For all new worship

facilities / church construction, City Ordinance requires them to apply and obtain a Conditional Use Permit.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any phone calls or letters regarding this Conditional Use Permit request.

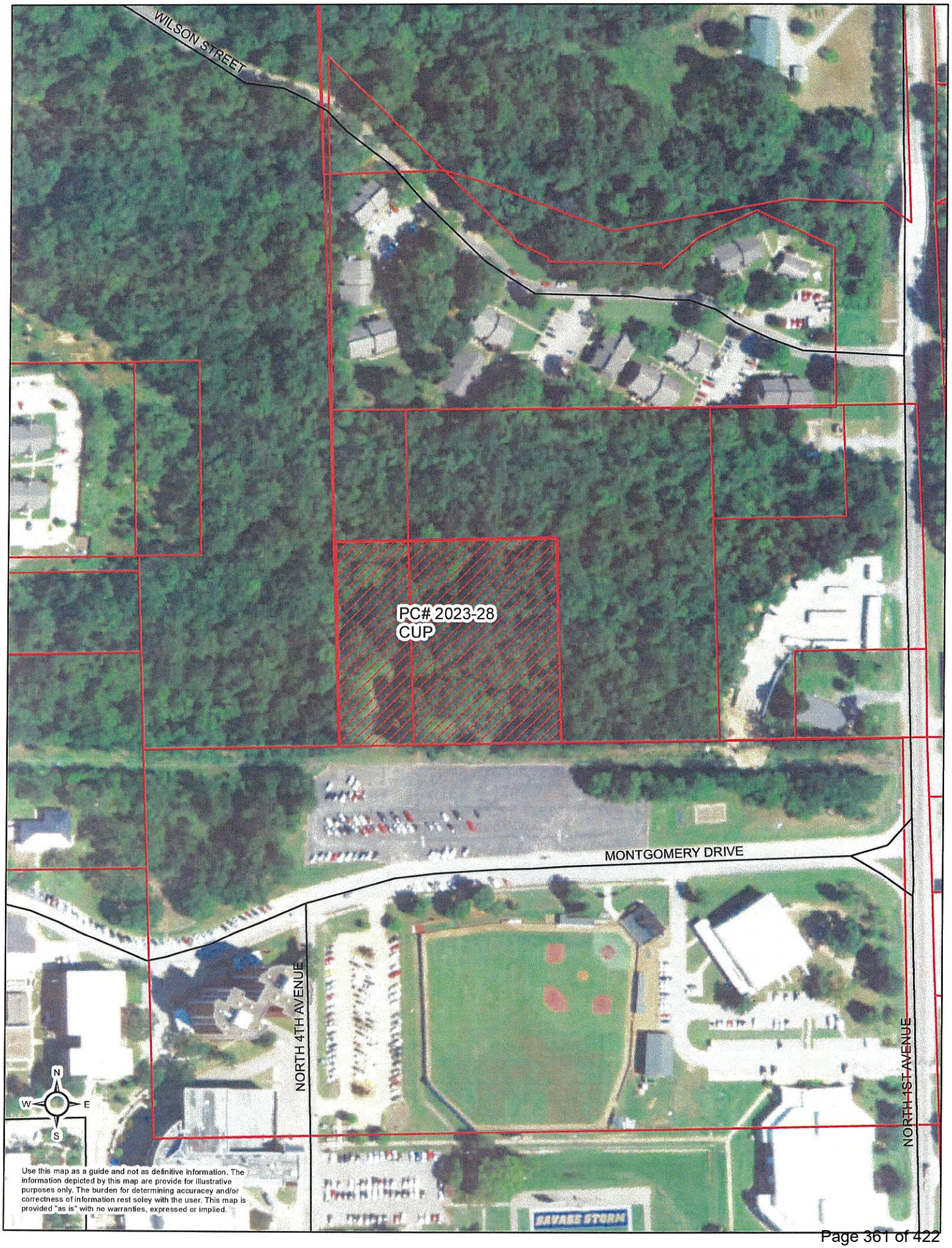
**Analysis:** The aforementioned property is approximately 1.32 acres. The area is made up of a mix of Residential and Commercial Zoned properties.

The current Future Land Use Map has this area as mixed commercial/residential land uses.

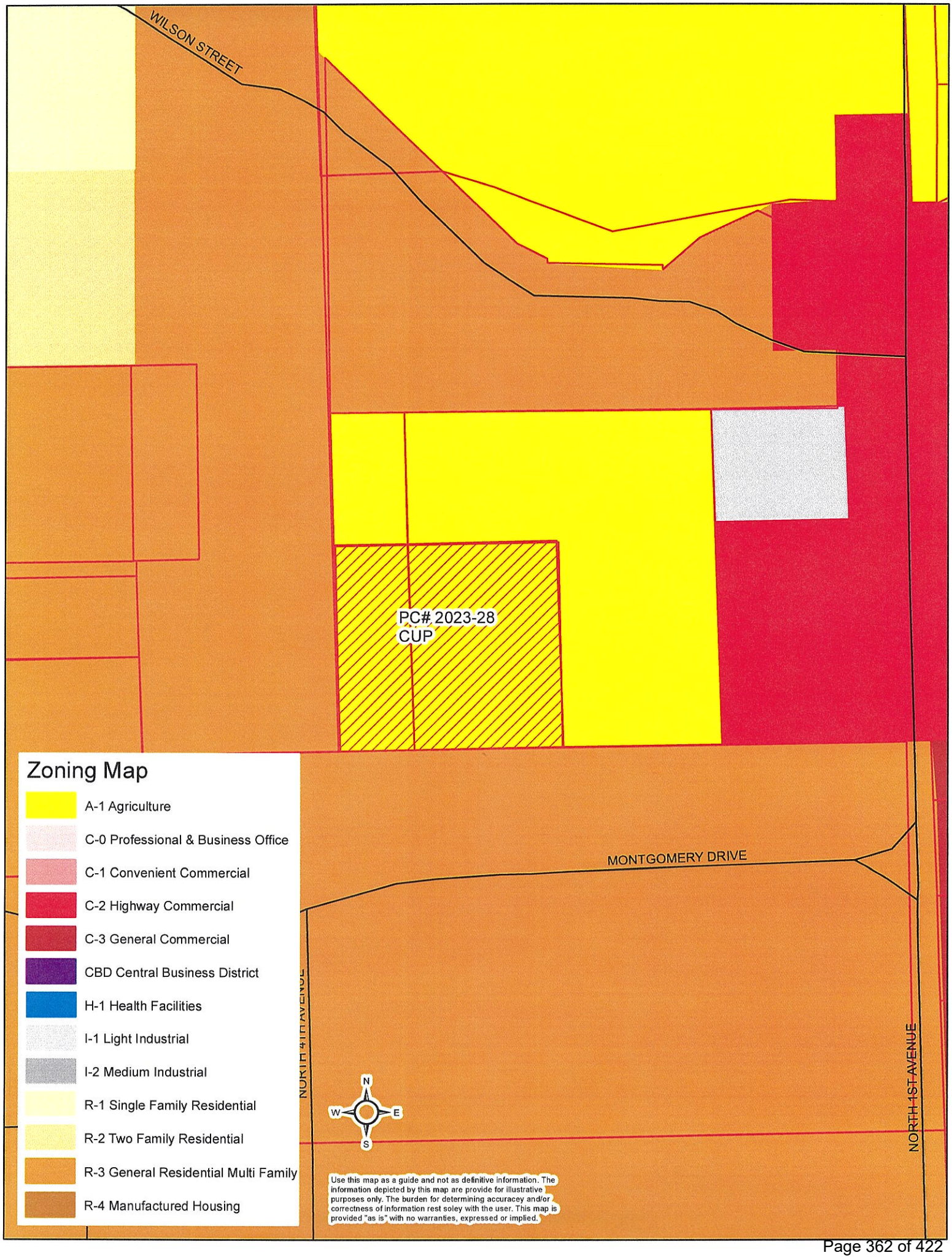
**Staff Recommendation:** Staff recommends approval of the Conditional Use Permit, since it does meet the suggested conditions and requirements.

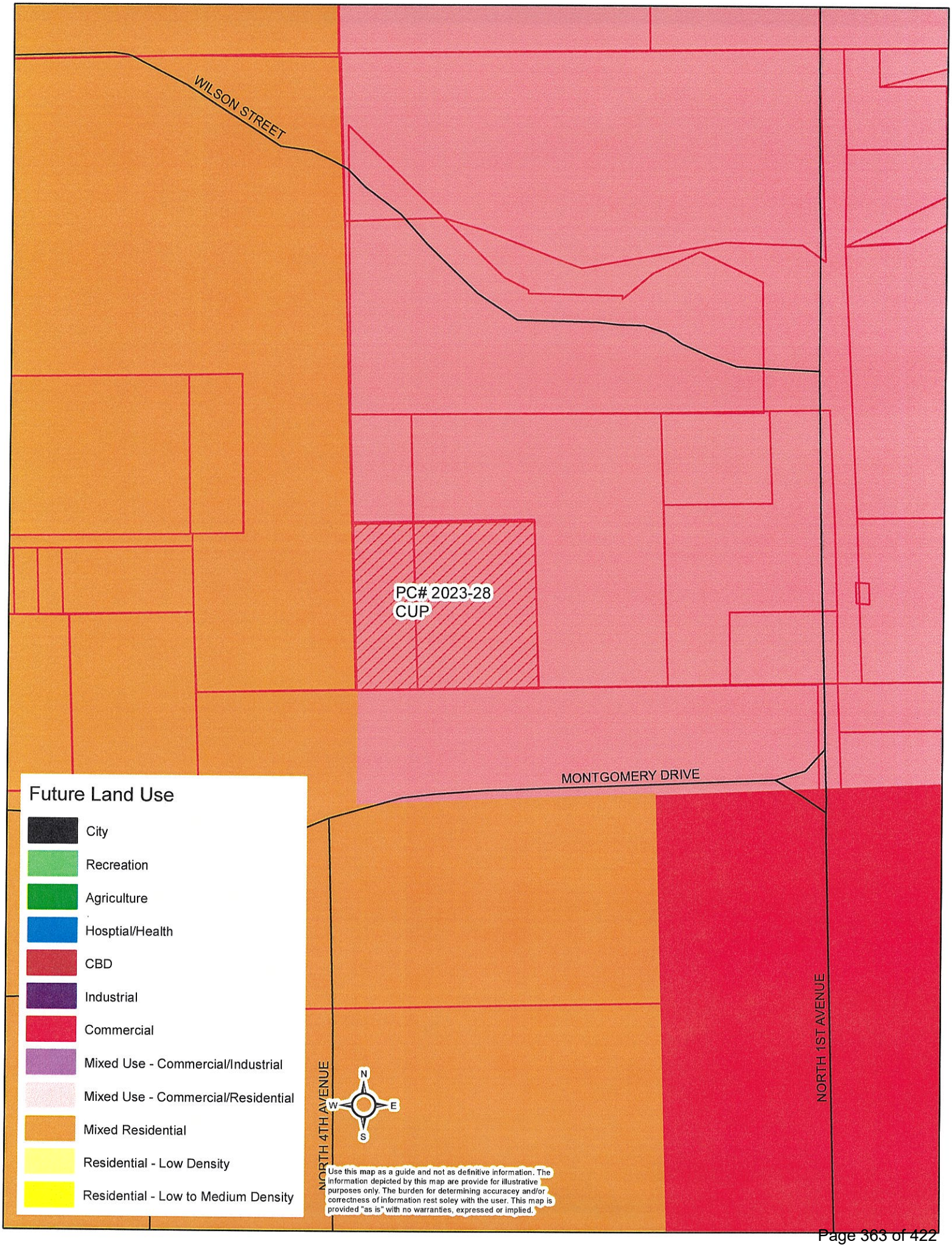
**Required Action:** Hold a public hearing to recommend approval or denial of the conditional use permit request for the property located near Wilson Street and Montgomery Drive. Any specific conditions imposed by the Commission should be read into any approval motion.

- **Planning Commission recommended approval of the CUP.**




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


WILSON STREET
PC# 2023-28
CUP
MONTGOMERY DRIVE
NORTH 4TH AVENUE
NORTH 1ST AVENUE
N
W
E
S
Zoning Map
A-1 Agriculture
C-0 Professional & Business Office
C-1 Convenient Commercial
C-2 Highway Commercial
C-3 General Commercial
CBD Central Business District
H-1 Health Facilities
I-1 Light Industrial
I-2 Medium Industrial
R-1 Single Family Residential
R-2 Two Family Residential
R-3 General Residential Multi Family
R-4 Manufactured Housing
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


WILSON STREET
PC# 2023-28
CUP
MONTGOMERY DRIVE
NORTH 4TH AVENUE
NORTH 1ST AVENUE
N
W
E
S
Future Land Use
City
Recreation
Agriculture
Hosptial/Health
CBD
Industrial
Commercial
Mixed Use - Commercial/Industrial
Mixed Use - Commercial/Residential
Mixed Residential
Residential - Low Density
Residential - Low to Medium Density
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.

# COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET
# PC2023-28 (OKLAHOMA BAPTISTS)

| Department | Signature | Date | Notes |
|---|---|---|---|
| Com Dev Director | | | |
| M&O<br>Randy Cantrell | | 09-27-2023 | |
| Streets<br>Carl Meade | Carl Meade | 9-27-23 | |
| Public Works Director<br>Phillip Hightower | Phillip Hightower | 9-27-23 | |
| Fire Marshal<br>Brandon Brooks | Brandon Brooks | 9-27-23 | |
| Building Official | | 9-27-23 | |
| Engineer<br>Brandon Wall | — See attached email — | | |

Durant.org
Powered by Google

Kari Speers <kspeers@durant.org>

# RE: Comments on these files going to PC October 3rd

1 message

**brandon@wallengineering.com** <brandon@wallengineering.com> Thu, Sep 28, 2023 at 11:48 AM
To: Kari Speers <kspeers@durant.org>

See comments below.

Thanks,

**Brandon Wall, P.E., President**

*Wall Engineering, LLC*

*PO Box 1457, Durant, OK 74702 (mailing)*

*223 N Washington, Durant, OK 74701 (physical)*

*(c) 580.931.7998*

---

**From:** Kari Speers <kspeers@durant.org>
**Sent:** Wednesday, September 27, 2023 10:38 AM
**To:** Brandon Wall <brandon@wallengineering.com>
**Subject:** Comments on these files going to PC October 3rd

Good morning,

I am currently working on getting these cases ready for PC on October 3rd. I still need your comments on these preferably by noon tomorrow. I will be leaving the office at 3pm Friday and have to have everything ready to go on Civic Plus and ready to post by then.

Dale Goad (Sketch Plat) Appears this plat orphans property based on what was submitted. We need more information on location of property boundaries and parcel information.

The Grove (Revised PUD) No additional comments.

Oklahoma Baptists ( CUP and Rezone) No additional comments.

Kash Acres (Final Plat) No additional comments.

Kash Acres is going to be a tricky one because nothing has really been done out there. No building permits could be issued until all publicly owned infrastructure is in place and construction is completed in accordance with approved plans/specs. In fact, if this is a final plat, it can't be approved w/o all of it in place.

# CONDITIONAL USE APPLICATION

Petition #_____
Fee $_____

APPLICANT INFORMATION

| | | |
|---|---|---|
| Name: Joe Ligon - Oklahoma Baptist | Email: jligon@oklahomabaptists.org | Phone #1 405-942-3800 |
| Mailing Address: 38 N May Avenue | | Phone #2 |
| City: Oklahoma City State: OK Zip: 73112 | | Fax # |
| Applicant's Interest in Property: Sr. Associate Executive Director | | |

__Please use attached addendum if there is more than one applicant.

| | | | |
|---|---|---|---|
| Physical Address of Proposed Conditional Use: TBD Montgomery Blvd. Durant, OK 74701 | | Name of Project: Baptist Collegiate Ministries | |
| X Platted<br>___Un-Platted | Subdivision<br>The Baptist General Convention Addition | Lot<br>Lot 1 | Block |
| Legal Description:<br>(If Un-platted) | | | |

| | | | |
|---|---|---|---|
| Existing Zoning: R-3 | Proposed Conditional Use: Worship Facility | | |
| Present Use: Vacant | Parking Spaces Required: 75 | Parking Spaces Provided: 190 | |
| Parcel Width: 240' | Parcel Length: 240' | Acres: 1.32 | Street/Road Frontage: 240' |

X City Water (If City Water will be extended or improvements will be made, please explain:)

X City Sewer (If City Sewer will be extended or improvements will be made, please explain:)

_____Private Water _____Private Sewer

Explain in your own words why your property should be rezoned.
Worship Facilities are restricted in all zoning classifications. We wish to obtain a conditional use permit for our new facility at this location.

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

Applicant: _____ Date: 9.7.23

Office Use Only

| | | | |
|---|---|---|---|
| Date Filed<br>Initial | Date Payment Received<br>Initial | Notification Mailed<br>Date<br>Initial | Comments |
| Proof of Publication Received<br>Date Initial | | Property Posting Verified<br>Date Initial | Comprehensive Plan Recommendations |
| Staff Recommendation<br>___Approve<br>___Deny | PC Recommendation<br>___Approve<br>___Deny | City Council Action<br>___Approve<br>___Deny | Ordinance # |

APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

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

Baptist Collegiate Ministries provides a place of worship and worship events to the students of Southeastern Oklahoma State University (SOSU) and the surrounding community.

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking:

New accessible parking spaces will be constructed on the property. All other parking is shared with the adjacent parking lot on SOSU campus.

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).

Screenings as required per City of Durant Ordinances.

3. Traffic Impacts:

No additional impact is anticipated, as BCM has operated a worship facility at this location for a number of years.

4. Protection of Neighborhoods:

Any screening and neighborhood protections will be constructed in accordance with City of Durant Ordinances.

What licenses and permits (if any) are required for this proposed use?

Building Permits

Please list or describe any other reasons to support this Conditional Use Permit Application.

BCM has long had a presence adjacent the campus of SOSU. We look forward to continuing our fellowship with the university and Durant community.

I-2011-646558 Book 1297 Pg. 516
12/01/2011 3:35 pm Pg 0516-0516
Fee: $ 13.00 Doc $ 82.50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

# WARRANTY DEED
## (INDIVIDUAL)

KNOW ALL MEN BY THESE PRESENTS:

That, **BARBARA GANTT and SOLOMON GANTT,** 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 **BAPTIST GENERAL CONVENTION OF OKLAHOMA,** 3800 N. May Ave., Oklahoma City, OK 73112, party of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

A part of the NE/4 NE/4 of Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: Commencing at the Southwest corner of the E/2 SW/4 NE/4 NE/4 of said Section 29; Thence North 89 degrees 36 minutes 24 seconds East along the South line of the said NE/4 NE/4 a distance of 125.00 feet to the Point of Beginning; Thence North 01 degrees 07 minutes 40 seconds West a distance of 348.50 feet; Thence North 89 degrees 36 minutes 24 seconds East a distance of 250.00 feet; Thence South 01 degrees 07 minutes 40 seconds East a distance of 348.50 feet; Thence South 89 degrees 36 minutes 24 seconds West a distance of 250.00 feet to the Point of Beginning.

R. S. $82.50

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 party of the second part, its heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND SEALED this the 1st day of December, 2011.

Barbara Gantt
BARBARA GANTT

Solomon Gantt
SOLOMON GANTT

STATE OF OKLAHOMA )
)ss. ACKNOWLEDGMENT
COUNTY OF BRYAN )

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of December, 2011, personally appeared BARBARA GANTT and SOLOMON GANTT, 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

DEAN JESTIS NOTARY # 07009509 EXP. 10-01-2015 PUBLIC STATE OF OKLAHOMA

My Commission Expires:

STATE OF OKLAHOMA
Bryan County
Documentary Stamps $ 82.50

I-2022-749905 Book 1615 Pg: 555
11/07/2022 10:35 am Pg 0555-0556
Fee: $ 20.00 Doc: $ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

Please Mail Recorded Deed to:
Bryan Baptist Association
PO Box 970
Durant, OK 74702

# QUIT CLAIM DEED

COUNTY CLERK BRYAN COUNTY, OK

## KNOW ALL MEN BY THESE PRESENTS:

That Frances J. Mickle, a single person, Party of the First Part, in consideration of the sum of Ten and no/100ths Dollars ($10.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the Bryan Baptist Association, party of the Second Part, all of her right, title and interest in and to the following described real property and premises situated in Bryan County, State of Oklahoma, to-wit:

A part of the E/2 of W/2 of NE/4 of NE/4 described as beginning 348.5 feet North of the SW Corner of E/2 of W/2 of NE/4 of NE/4, Thence North 218.5 feet; Thence East 125 feet; Thence South 218.5 feet; Thence West 125 feet to the point of beginning, all in Section 29, Township 6 South, Range 9 East, of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the official survey thereof.

Together with all the improvements thereon and the appurtenances thereunto belonging, without any title or other warranties of any kind.

This conveyance is subject to any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to the herein conveyed property or any part thereof.

TO HAVE AND TO HOLD the above-described premises unto the said Parties of the Second part, their successors and assigns forever.

No Revenue Stamps, Beneficial Transfer

Signed and delivered this 7th day of November, 2022.

Frances J. Mickle

Frances J. Mickle

STATE OF OKLAHOMA )
) SS:
COUNTY OF BRYAN )

D
SOCS

I-2010-632482 Book 1260 Pg: 645
08/12/2010 12:14 pm Pg 0645-0646
Fee: $ 15.00 Doc: $ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

# SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That S&F DEVELOPMENT CO., L.L.C., an Oklahoma limited liability company (herein called the "Grantor"), in consideration of the sum of Ten and No/100 Dollars ($10.00), in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto DURANT AFFORDABLE HOUSING – 1, L.P., a Oklahoma limited partnership (herein called "Grantee"), having a mailing address of 3210 Greenbriar, Durant, OK 74701, all of the real property and premises located in Bryan County, Oklahoma, more particularly described on Exhibit A attached hereto, together with any and all improvements thereon and appurtenances thereunto belonging (the "Property"), and warrant the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances made or suffered to be made by Grantor during Grantor's ownership of the Property, but not otherwise.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns forever.

SIGNED AND DELIVERED this 25TH day of January, 2010

NO [illegible]
[illegible]

S&F DEVELOPMENT CO., L.L.C.
an Oklahoma limited liability company

By: Ann L. Francks
Ann L. Francks, Manager

By: [illegible]
Lewis P. Colbert, Manager

COUNTY CLERK
BRYAN COUNTY, OK

STATE OF TEXAS )
) ss:
COUNTY OF NUECES )

This instrument was acknowledged before me on January 25, 2010, by ANN L. FRANCKS and LEWIS C. COLBERT, Managers of S&F DEVELOPMENT CO., L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

Andrea Ford
Notary Public

My Commission Expires: 07-15-2012

ANDREA FORD
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
07-15-2012

Return to: Gary C. Rawlinson
Crowe & Dunlevy
2500 South McGee, Suite 140
Norman, OK 73072-6705



1974837.02

COUNTY CLERK
BRYAN COUNTY, OK

I-2017-692795 Book 1432 Pg: 785
02/03/2017 11:09 am Pg 0785-0785
Fee: $ 13.00 Doc $ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

# WARRANTY DEED
JOINT TENANCY

*KNOW ALL MEN BY THESE PRESENTS:*

*That* Barbara Gantt and Solomon Gantt Wife and Husband

*parties of the first part in consideration of the sum of* gift DOLLARS ($ 0 )

*the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, and convey unto* Catherine Hice and Steve Hice Wife and Husband

*and* 16093 CR 3600 Ada, Oklahoma 74820 *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 NE/4 NE/4, LESS AND EXCEPT the property previously conveyed to A. W. Semple and Jane Semple by Warranty Deed recorded in Book 448 at Page 527, Book 484 at Page 576, Book 503 at Page 203 and Book 536 at Page 492, all recorded in the office of the County Clerk of Bryan County, Oklahoma; and

LESS AND EXCEPT a part of the NE/4 NE/4 of Section 29, Township 6 South, Range 9 East, beginning at the Southeast corner of the NE/4 NE/4 of said Section 29, thence West 300 feet, thence North 300 feet, thence East 300 feet, thence South 300 feet to the point of beginning; and

LESS AND EXCEPT a part of the NE/4 NE/4 of Section 29, Township 6 South, Range 9 East, beginning at a point 300 feet West of the Southeast corner of the NE/4 NE/4 of said Section 29, thence North 300 feet, thence East 300 feet, thence North 267 feet, thence West 350 feet, thence South 567 feet, thence East 50 feet to the point of beginning, and

LESS AND EXCEPT easements of record and highway right-of-way, all in Section 29, Township 6 South, Range 9 East, 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, judgements, taxes, mortgages and other liens and incumbrances of whatsoever nature.*

*Signed and Sealed this* 3rd *day of* February, *20*17.

Barbara Gantt SOLOMON GANTT

ACKNOWLEDGMENT

STATE OF OKLAHOMA, Pontotoc County, ss.
*Before me, the undersigned, a Notary Public in and for said county and State, on this* 3rd *day of* February *20*17 *personally appeared* Barbara Gantt *and* Solomon Gantt *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* January 5, 2019 Keressa A. Compton, *Notary Public*

NOTARY PUBLIC
OFFICIAL SEAL
KERESSA A. COMPTON
NOTARY PUBLIC OKLAHOMA
PONTOTOC COUNTY
COMM. NO. 15000084

EXEMPTION: DOCUMENTARY STAMP TAX O.S.
TITLE 68: ARTICLE 32, SECTION 3202 PAR 4

COUNTY CLERK BRYAN COUNTY, OK

MODERN abstract and title

1-2022-750859 Book 1618 Pg: 626
12/15/2022 8:40 am Pg 0626-0627
Fee: $ 20.00 Doc: $ 540.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

# WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

That **Davis Self Storage, LLC a/k/a Davis Self Storage LLC, a Limited Liability Company,** party/parties of the first part, in consideration of the sum of Ten and more ($10.00) Dollars, the receipt of which is hereby acknowledged, do(es) by these presents grant, bargain, sell and convey unto **Keith R. Kaehler and Deborah A. Kaehler, husband and wife,** as joint tenants, the survivor to take all, and not as tenants in common, 1903 N 1st Street, Durant, OK 74701, party/parties of the second part, his/her/their grantees and heirs, all of the following described real property and premises, situated in Bryan County, Oklahoma, to wit:

**See Exhibit A attached hereto and made a part hereof.**

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

TO HAVE AND TO HOLD said described premises unto said party/parties of the second part, his/her/their grantees and the heirs and grantees of the survivors, forever, free, clear and discharged of and from all former grants, titles, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature. Exceptions: Easements and rights of ways of record; oil, gas, and other mineral leases of record; prior oil, gas, and other mineral conveyances or reservations of record; restrictive and protective covenants of record; and applicable zoning ordinances.

**Revenue Stamps:** $540.00

SIGNED AND SEALED this the 14th day of December, 2022.

STATE OF OKLAHOMA
Bryan County
Documentary Stamps $ 540.00

Davis Self Storage, LLC a/k/a Davis Self Storage LLC

BY: _____
Floyd Davis
Manager

BY: _____
Jeremy Davis
Manager

### NOTARY AND ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF BRYAN

I, Jennifer Coley, a Notary Public for the County of Bryan and State of Oklahoma, do hereby certify that Floyd Davis and Jeremy Davis, Managers on behalf of Davis Self Storage, LLC a/k/a Davis Self Storage LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14th of December, 2022.

Notary Public

My Commission Expires: May 24, 2026

(SEAL)

JENNIFER COLEY NOTARY # 18006253 PUBLIC STATE OF OKLAHOMA

File No.: BRY-221111690

Alliant National Title Insurance Co.
1831 Lefthand Cr., Suite G
Longmont, CO 80501

575706

State of Oklahoma
County of Bryan
Filed 1-24-06
Book 1104 Page 626 Tm 2:40
Patricia L. Brady
County Clerk TR Deputy.

INDEXED

# Warranty Deed

KNOW ALL MEN BY THESE PRESENTS:

That; **RONALD F. ARNETT and CAROLYN K. ARNETT, husband and wife,** parties of the first part, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **S & F DEVELOPMENT CO., L. L.C.,** 2221 West park Dr. Norman OK 73069 party of the second part, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

**Tract 1:** All that part of the W/2 NW/4 NE/4 NE/4 lying South of the North boundary of Wilson Street of the City of Durant, all in Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the official survey thereof.

LS. $ 525.00

**Tract 2:** The W/2 SW/4 NE/4 NE/4 all in Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the official survey thereof.

**Tract 3:** The East 44 yards of the NW/4 NW/4 NE/4 and the East 44 yards of the N/2 SW/4 NW/4 NE/4 and the NE/4 NW/4 NE/4 and the N/2 SE/4 NW/4 NE/4 of Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the official plat and survey thereof.

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

TO HAVE AND TO HOLD said described premises unto party of the second part, his heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and Delivered this 20 day of January, 2005.

Ronald F. Arnett
**RONALD F. ARNETT**

Carolyn K. Arnett
**CAROLYN K. ARNETT**

STATE OF OKLAHOMA )
) ss. ACKNOWLEDGMENT
COUNTY OF BRYAN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20 day of January, 2005, personally appeared **RONALD F. ARNETT and CAROLYN K. ARNETT, 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.

MELISSA CATHEY NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA COMM. EXP. 08-29-2006 BRYAN COUNTY

NOTARY PUBLIC

My Commission Expires:

000626

# "QUIT CLAIM DEED

No. 134,123.

KNOW ALL MEN BY THESE PRESENTS: That J. S. Vaughan and Eunice Lewis Vaughan, husband and wife,

of Oklahoma County, State of Oklahoma, parties of the first part, in consideration of the sum of ONE AND NO/100 DOLLARS, in hand paid, the receipt of which is hereby acknowledged,

do Quit Claim, hereby grant, bargain, sell and convey unto Southeastern State Teachers College

of Bryan County, State of Oklahoma, party of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

Beginning at the Northwest corner of the NW¼ of SE¼ of NE¼ of Section 29, Township 6 South, Range 9 East, thence East 198 feet; thence South 660 feet; thence West 66 feet to the line of the State Normal Grounds; thence North with the said line to the Northeast corner thereof; thence West with said line to the west line of said NW¼ of SE¼ of NE¼, thence North to the place of beginning, the same being all the West three (3) acres of said NW¼ of SE¼ of NE¼ of said section not heretofore sold to the State Normal School

together with all improvements thereon and the appurtenances thereunto belonging

TO HAVE AND TO HOLD said described premises unto the said party of the second part its successors and assigns forever.

Signed and delivered this 28th day of March 1936.

J. S. Vaughan

Eunice Lewis Vaughan

STATE OF OKLAHOMA, } COUNTY OF OKLAHOMA, SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 28th day of March, 1936 personally appeared J. S. Vaughan and Eunice Lewis Vaughan, husband and wife, to me well 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 official seal, the day and year above set forth.

My Commission expires Jan. 4, 1938. (Seal) Edith Baldwin - - Notary Public.

Filed for record on the 2 day of April, 1936, at 10:15 o'clock A. M.

By Deputy. Lonnie Wright, - - - County Clerk.

(Seal)

Durant Property Professionals 4, LLC, an Oklahoma limited liability company

By: Sally L. McIntyre
Name: Sally L. McIntyre, Trustee of the Sally L. McIntyre Survivor's Trust
Its: Manager

**ACKNOWLEDGMENT**

STATE OF CA )
COUNTY OF Santa Clara

SIGNED and SWORN to before me on the 14 day of November, 2016, by Sally L. McIntyre, Trustee of the Sally L. McIntyre Survivor's Trust, as Manager of Durant Property Professionals 4, LLC, an Oklahoma limited liability company to me known to be the person who subscribed their name to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Brenda Martinez
Notary Public

BRENDA L. MARTINEZ
Comm. No. 2032119
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires July 2, 2017

I-2016-691177 Book 1427 Pg 282
11/17/2016 11 23 am Pg 0281-0290
Fee: $ 31 00 Doc $ 3,127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

Durant Property Professionals 5, LLC, an Oklahoma limited liability company

By: _____
Name: John K. Connolly, Trustee of the John K. Connolly and Mary Ellen Connolly Trust of 1987
Its: Manager

By: _____
Name: Mary Ellen Connolly, Trustee of the John K. Connolly and Mary Ellen Connolly Trust of 1987
Its: Manager

**ACKNOWLEDGMENT**

STATE OF Hawaii )
)
COUNTY OF Honolulu )

SIGNED and SWORN to before me on the 11th day of November, 2016, by John K. Connolly and Mary Ellen Connolly, as Trustees of the John K. Connolly and Mary Ellen Connolly Trust of 1987, as Manager of Durant Property Professionals 5 LLC, an Oklahoma limited liability company to me known to be the person who subscribed their name to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

DENNIS K.K. CHING NOTARY 2000-411 PUBLIC STATE OF HAWAII

_____
Notary Public

**Dennis K.K. Ching** 2000-411
My Commission Expires: 08/20/2020

I-2016-691177 Book 1427 Pg 284
11/17/2016 11 23 am Pg 0281-0290
Fee $ 31 00 Doc $ 3 127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of CONTRA COSTA

On NOVEMBER 13 2016 before me, Sharon M. Alvey, Notary Public,

personally appeared

COLLEEN CONNOLLY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sharon M. Alvey, Notary Public

Commission Number: 2006119

Commission Expiration: 2/23/2017

SHARON M. ALVEY
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2006119
CONTRA COSTA COUNTY
My Comm. Exp. February 23, 2017

I-2016-691177 Book 1427 Pg 286
11/17/2016 11 23 am Pg 0281-0290
Fee: $ 31.00 Doc $ 3,127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

EXHIBIT B

1. Taxes for the year 2016 and subsequent years, the amounts of which are not ascertainable, due or payable.

2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights privileges, and immunities relating thereto, whether or not appearing on the Public Records. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. Statutory Section Line Road Easements in favor of the State of Oklahoma, as shown on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

4. Joint Bryan County-City of Durant Airspace Zoning Ordinance No. 1 recorded at Book 568, Page 442 (entry 295- B), as noted on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

5. Height Restriction Zoning Ordinance recorded at Book 1067, Page 1017 (entry 296-B) and re-recorded at Book 1071, Page 289 (entry 306-B), as noted on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

6. Ordinance No. 851 of the City of Durant recorded at Book 509, Page 278 (entry 323-B), as noted on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

7. Easement contained in Warranty Deed recorded at Book 733, Page 345 (NIA).

8. Easement in favor of Enserch Corporation recorded at Book 734, Page 559 (NIA), subject to assignments of record.

9. Easement in favor of the State of Oklahoma recorded at Book 227, Page 172 (entry 9-B), as shown on Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016.

I-2016-691177 Book 1427 Pg: 288
11/17/2016 11:23 am Pg 0281-0290
Fee: $ 31 00 Doc: $ 3,127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

19. The Survey prepared by Brooks Land Surveying & Mapping, Inc. (Wm. Alan Brooks, PLS No. 1593) dated September 29, 2016, discloses the following matters:
    a. Encroachments of buildings into Durant City Utilities Authority easements;
    b. Encroachments of chain link fence over the southerly and westerly boundary line of the subject premises; and
    c. Encroachment of chain link fence and concrete over the northerly boundary line of the subject premises.

I-2016-691177 Book 1427 Pg: 290
11/17/2016 11:23 am Pg 0281-0290
Fee: $ 31.00 Doc: $ 3,127 50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

RESOLUTION # R-2023-20

# A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT IN THE RESIDENTIAL R-3 DISTRICT FOR THE CONSTRUCTION OF A WORSHIP FACILITY AT: A tract of land in the E/2 SW/4 NE/4 NE/4 of Section 29, Township 6 South, Range 9 East, Bryan County, Oklahoma, being more particularly described as follows: Beginning at the Southwest Corner of the E/2 SW/4 NE/4 NE/4 of Section 29, Township 6 South, Range 9 East; thence East 125.00 feet; thence North 348.50 feet; thence West 125.00 feet; thence South 348.50 feet to the Point of Beginning.

AND

A part of the NE/4 NE/4 of Section 29, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: Commencing at the Southwest Corner of the E/2 SW/4 NE/4 NE/4 of said Section 29; thence N89°36'24"E along the South line of the said NE/4 NE/4 a distance of 125.00 feet to the Point of Beginning; thence N01°07'40"W a distance of 348.50 feet; thence N89°36'24"E a distance of 250.00 feet; thence S01°07'40"E a distance of 348.50 feet; thence S89°36'24"W a distance of 250.1 et to the Point of Beginning.

(Petition of Baptist General Convention of Oklahoma)

WHEREAS, a Public Hearing was held before the Durant Planning Commission regarding the proposed Conditional Use Permit contained in this Resolution; and

WHEREAS, the Durant Planning Commission has determined that the proposed development is in general conformance with the goals of the Comprehensive Plan of the City of Durant if developed according to the conditions contained in the Resolution; and

WHEREAS, the Durant Planning Commission has determined that the proposed use satisfies the criteria for conditional uses as set forth in the Zoning Code of the City of Durant if developed to the conditions contained in this Resolution; and

WHEREAS, the Durant Planning Commission has recommended approval of the conditions contained in the Resolution; and

WHEREAS, the City Council has reviewed the recommendation of the Durant Planning Commission and has determined that the Conditional Use Permit is appropriate.

NOW THEREFOR BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DURANT, OKLAHOMA, AS FOLLOWS:

Section 1: A Conditional Use Permit is granted subject to all rules and regulations and to conditions set forth for the property described in Section 1 as follows:

I. PERMITTED AND CONDITIONAL USES

a. Baptist General Convention of Oklahoma may be permitted to construct worship facility to be located at the aforementioned lot.

II. PLAN SUBMITTAL REQUIREMENTS

a. Prior to issuance of any building permit, the petitioner shall submit to the Community Development Department for review and approval a set of plans as required. All MEP (Mechanical, Electrical, Plumbing) contractors will need to be licensed within the City of Durant and are required to be licensed in Oklahoma and in good standing with the Construction Industries Board of Oklahoma.. Should there be greater than 1 acre

disturbed, the petitioner will obtain a stormwater permit through the Oklahoma Department of Environmental Quality (ODEQ) and submit a copy to Community Development Staff prior to the issuance of building permits.

III. SPECIFIC DEVELOPMENT REQUIREMENTS

a. Building Codes – The structure shall meet all applicable building and fire codes as required and adopted by the City of Durant.
b. Structure Setbacks – Any new structures, signage, and accessory structures shall be in accordance with the City of Durant Code of Ordinances.
c. Parking Standards – All parking spaces and drive aisles shall be in accordance with all parking requirements as stated within the City of Durant Code of Ordinances.
d. Signage - All signage shall meet the requirements as stated within the City of Durant Code of Ordinances, including the requirement of obtaining a sign permit.
e. Lighting – Shall meet and follow the requirements as stated within the City of Durant Code of Ordinances.
f. Fire Lanes and all Life Safety – As approved by the City of Durant Fire Marshal.
g. Trash and Weeds – The area shall meet the requirements within the City of Durant Code of Ordinances.

IV. MISCELLANEAOUS

a. All applicable licenses and permits from other governmental and regulatory agencies must be obtained and kept current.

V. LIMITATIONS

a. The continuation of the use permitted by the resolution shall be dependent upon the conditions established under the permit and this section. In the event of a change of conditions or noncompliance with conditions, the City Council shall have the authority to revoke the Conditional Use Permit after affording the owner/operator the right to be heard.
b. In the event of a disagreement between any owner/operator and the Director of Community Development as to whether the use of the site meets the criteria or conditions set forth in the resolution, such disagreement shall be submitted to the Planning Commission for recommendation to the City Council. The City Council shall make the decision on such disagreement, provided the owner/operator shall have the right to appeal such decision pursuant to the City of Durant Code of Ordinances and pursuant to any other available legal or equitable remedy.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this_____day of_____2023.

_____
**MARTIN TUCKER, MAYOR**
**CITY OF DURANT, OKLAHOMA**

**ATTEST:**

_____
**CYNTHIA J. PRICE**
**CITY CLERK**

# THE CITY OF DURANT
## Office of Community Development

Date: 10/10/2023
To: City Council
Case: PC 2023-29
From:
Re: Final Plat Request for Midcontinental Real Estate, LLC for property located near Wilson Street and Larkspur Lane.

---

**Request:** Consider a request from Midcontinental Real Estate, LLC for a Final Plat Request for property located near Wilson Street and Larkspur Lane.

**Current Zoning:** R-3, General Residential

**Surrounding Properties:**

| Direction | Zoning | Use |
|---|---|---|
| North | A-1 | Single Family Uses |
| West | A-1/ R-1 | Single Family Uses |
| South | R-3 | Multi Family Uses |
| East | A-1/R-1 | Single Family Uses |

**Lot Characteristics (Current Lot):**

| | |
|---|---|
| Width | ~684 ft. |
| Depth | ~1,295 ft. |
| Total Area | ~20 acres (~885,780 sq. ft.) |

**Applicant:** Kin Whittington (Midcontinental Real Estate, LLC)

**Background:** The applicant approached staff regarding the final plat of this property with the desire of building a residential development.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any phone calls or letters regarding this final plat request.

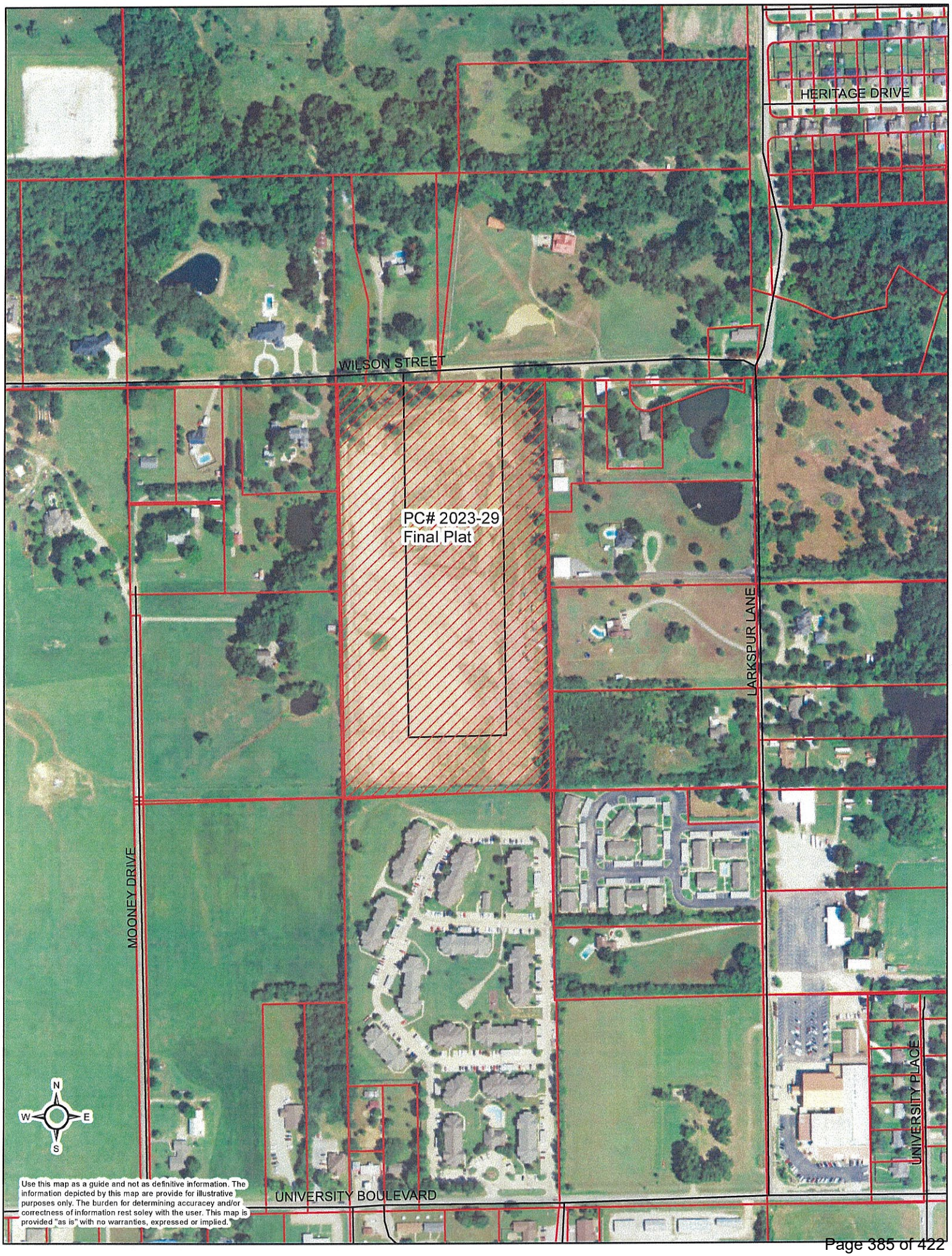
**Analysis:** The subject property is approximately a total of 20 acres total. The area is made up of mostly Single-Family Residential properties across the street. Staff has signed off supporting the approval of this plat.

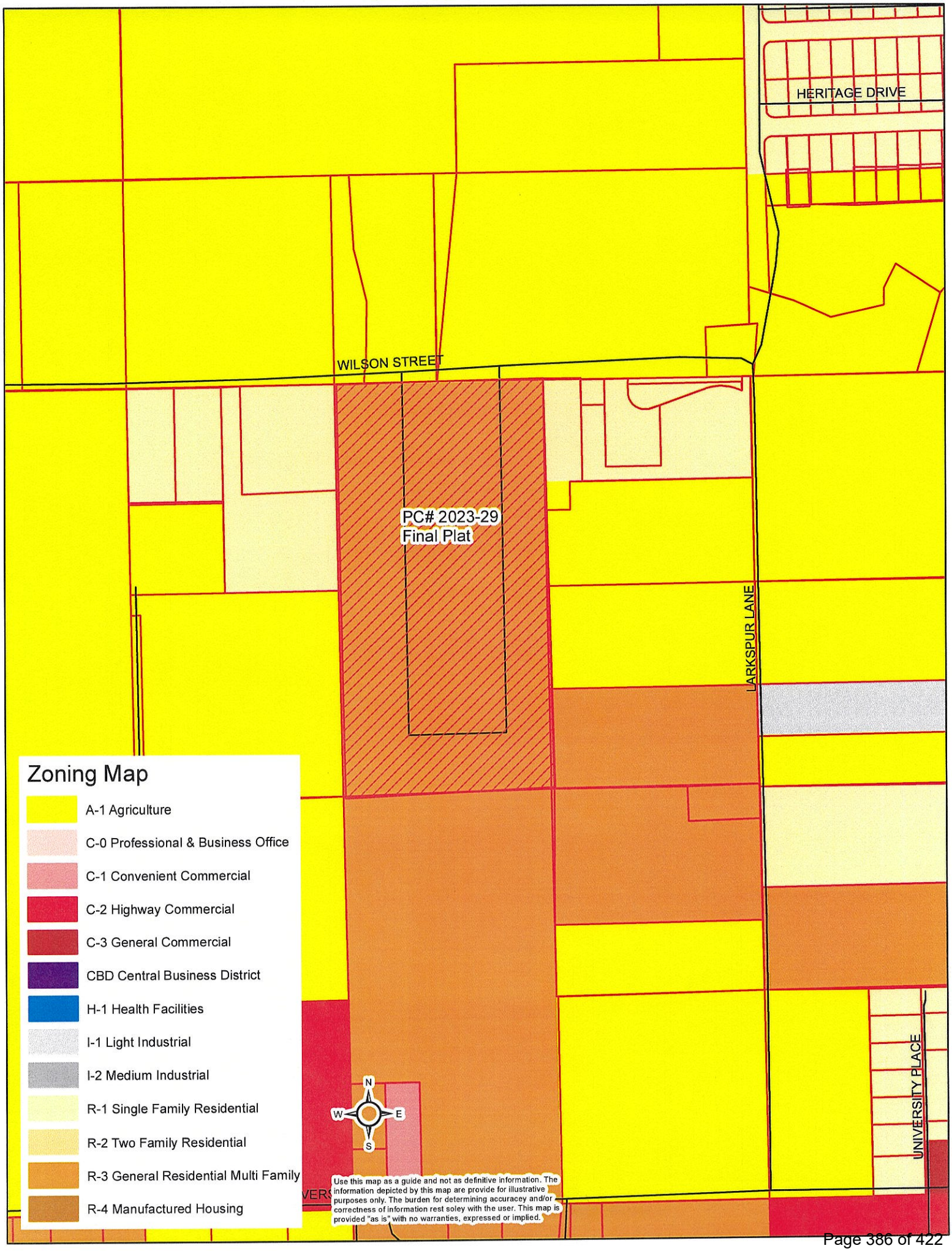
The current Future Land Use Map has this area as Low Density Residential uses; therefore, this final plat request is generally in line with the Future Land Use Map.

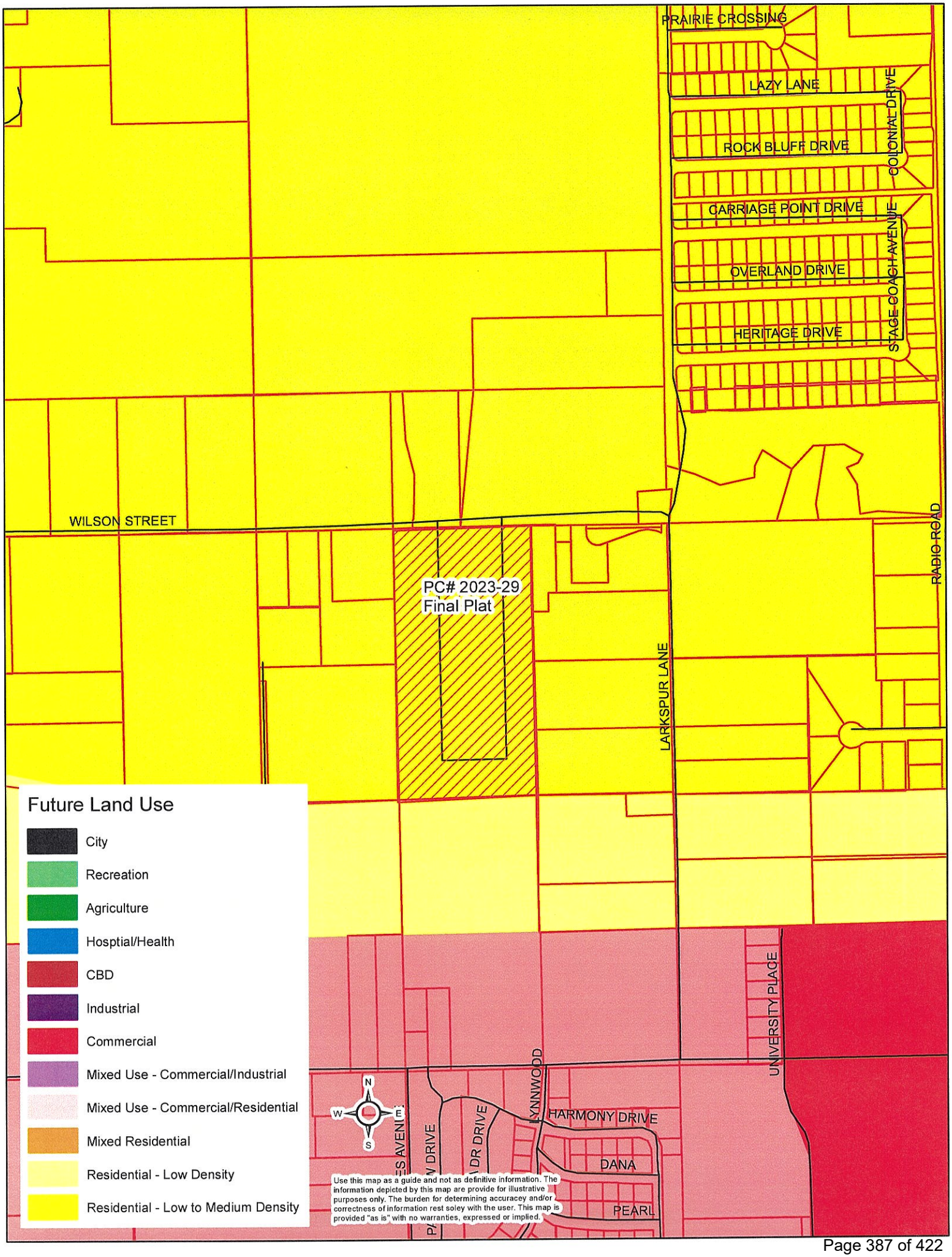
**Staff Recommendation:** Staff does recommend approval of the final plat request since it is in line with ordinances and requirements. The Streets Department states applicant will need to have sidewalks and streetlights. Currently this does not meet city ordinances. The Fire Marshal stated that there must be fire hydrants that are equipped with 4" storz as well as should greater than 1 acre be disturbed, the applicant/owner will need to obtain a Stormwater Permit through the Oklahoma Department of Environmental Quality and provide a copy to staff.

**Required Action:** Hold a public hearing and recommend approval or denial of the Final Plat request for Midcontinental Real Estate, LLC property located near Wilson Street and Larkspur Lane Any specific conditions imposed by the Commission should be read into any approval motion.

- **Planning Commission recommended denial of the Final Plat.**


HERITAGE DRIVE
WILSON STREET
PC# 2023-29
Final Plat
LARKSPUR LANE
MOONEY DRIVE
UNIVERSITY PLACE
UNIVERSITY BOULEVARD
N
W
E
S
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


HERITAGE DRIVE
WILSON STREET
PC# 2023-29
Final Plat
LARKSPUR LANE
UNIVERSITY PLACE
Zoning Map
A-1 Agriculture
C-0 Professional & Business Office
C-1 Convenient Commercial
C-2 Highway Commercial
C-3 General Commercial
CBD Central Business District
H-1 Health Facilities
I-1 Light Industrial
I-2 Medium Industrial
R-1 Single Family Residential
R-2 Two Family Residential
R-3 General Residential Multi Family
R-4 Manufactured Housing
N
W
E
S
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


PRAIRIE CROSSING
LAZY LANE
ROCK BLUFF DRIVE
COLONIAL DRIVE
CARRIAGE POINT DRIVE
OVERLAND DRIVE
STAGE COACH AVENUE
HERITAGE DRIVE
WILSON STREET
RADIO ROAD
PC# 2023-29
Final Plat
LARKSPUR LANE
UNIVERSITY PLACE
LYNNWOOD
HARMONY DRIVE
DANA
PEARL
N
W
E
S
Future Land Use
City
Recreation
Agriculture
Hosptial/Health
CBD
Industrial
Commercial
Mixed Use - Commercial/Industrial
Mixed Use - Commercial/Residential
Mixed Residential
Residential - Low Density
Residential - Low to Medium Density
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.

# COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET
## PC2023-29 (KASH ACRES)

| Department | Signature | Date | Notes |
|---|---|---|---|
| Com Dev Director | | | |
| M&O<br>Randy Cantrell | | 09-27-2023 | |
| Streets<br>Carl Meade | Carl Meade | 9-27-23 | needs to have Sidewalk and Street lights. doesn't meet City ordinance's |
| Public Works Director<br>Phillip Hightower | | 9-27-23 | |
| Fire Marshal<br>Brandon Brooks | | 9-27-23 | Hydrants must be equipped w/ 4" Storz. |
| Building Official | | 9-26-23 | Road unfinished<br>No Sewer<br>No Water > installed |
| Engineer<br>Brandon Wall | - see attached | | email - |

Durant.org
Powered by Google

Kari Speers <kspeers@durant.org>

# RE: Comments on these files going to PC October 3rd

1 message

**brandon@wallengineering.com** <brandon@wallengineering.com>
To: Kari Speers <kspeers@durant.org>

Thu, Sep 28, 2023 at 11:48 AM

See comments below.

Thanks,

**Brandon Wall, P.E., President**

*Wall Engineering, LLC*

*PO Box 1457, Durant, OK 74702 (mailing)*

*223 N Washington, Durant, OK 74701 (physical)*

*(c) 580.931.7998*

---

**From:** Kari Speers <kspeers@durant.org>
**Sent:** Wednesday, September 27, 2023 10:38 AM
**To:** Brandon Wall <brandon@wallengineering.com>
**Subject:** Comments on these files going to PC October 3rd

Good morning,

I am currently working on getting these cases ready for PC on October 3rd. I still need your comments on these preferably by noon tomorrow. I will be leaving the office at 3pm Friday and have to have everything ready to go on Civic Plus and ready to post by then.

Dale Goad (Sketch Plat) Appears this plat orphans property based on what was submitted. We need more information on location of property boundaries and parcel information.

The Grove (Revised PUD) No additional comments.

Oklahoma Baptists ( CUP and Rezone) No additional comments.

Kash Acres (Final Plat) No additional comments.

Kash Acres is going to be a tricky one because nothing has really been done out there. No building permits could be issued until all publicly owned infrastructure is in place and construction is completed in accordance with approved plans/specs. In fact, if this is a final plat, it can't be approved w/o all of it in place.

# Subdivision/Plat Application

Petition # PC2023-29

Fee $ 300.00

Expedited Fee $ _____

Sketch Plat: ☐

Preliminary Plat: ☐

Final Plat: ☒

Re-Plat: ☐

## APPLICANT INFORMATION

| | | |
|---|---|---|
| Name: Kinion Whittington | Email: DRKIN@ms2.com | Phone #1: 580 920 9535 |
| Mailing Address: 1706 Delivery LANE | | Phone #2: |
| City: DURANT State: OK Zip: 74701 | | Fax #: |
| Applicant's Interest in Property: OWNER. | | |

## SURVEYOR INFORMATION

| | | |
|---|---|---|
| Name: T D Chappell | Email: | Phone #1: 580 326 6688 |
| Mailing Address: P.O. Box 863 | | Phone #2: |
| City: Hugo State: OK Zip: 74743 | | Fax #: |
| Surveyor Oklahoma License Number: 1673 | | |

## ENGINEER INFORMATION

| | | |
|---|---|---|
| Name: BARKER, H WAYNE | Email: | Phone #1: 580 931 9045 |
| Mailing Address: 3902 UNIV BLVD | | Phone #2: 580 931 9099. |
| City: DURANT State: OK Zip: 74701 | | Fax #: |
| Engineer Oklahoma License Number: 18513 | | |

## LAND INFORMATION

| | |
|---|---|
| Legal Description: Section 25 Wilson LARKSPUR SEE Warranty Deed | Parcel Number: Section 25 |
| Proposed Subdivision Name: KASH Acres | Current Zone: |
| Proposed Use: Single Family Residential | Proposed Zone: NO CHANGE. |
| Current Property Owner's Name: Kinion Whittington | |

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

Applicant: [signature] Date: 9-6-23.

Office Use Only

| | | | |
|---|---|---|---|
| Date Filed<br>Initial | Date Payment Received<br>Initial | Notification Mailed<br>Date<br>Initial | Comments |
| Proof of Publication Received<br>Date Initial | | Property Posting Verified<br>Date Initial | Comprehensive Plan Recommendations |

| Staff Recommendation | PC Recommendation | City Council Action | Ordinance # |
|---|---|---|---|
| ___Approve<br>___Deny | ___Approve<br>___Deny | ___Approve<br>___Deny | |

APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

Please describe the nature and operating characteristics of the proposed use:
Single Family Subdivision

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking:
ON property parking Residential

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).
AS Per Signed PLANS

3. Traffic Impacts:
Minimal Ingress + Egress Wilson + Larkspurs,

4. Protection of Neighborhoods:
Will Have Positive Impacts.

What licenses and permits (if any) are required for this proposed use?
DSQ They Have Been obtained.

Please list or describe any other reasons to support this application.
1) Need For Housing Demand.

Jones Law, PC
113 N. 3rd Ave.
Durant, OK 74701

# WARRANTY DEED

I-2018-709776 Book 1485 Pg: 280
12/17/2018 8:23 am Pg 0280-0281
Fee: $ 15.00 Doc: $ 336.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

THAT **Jason Mauck and Kimberly Mauck**, husband and wife, parties of the first part, in consideration of the sum of Ten ($10.00) and more Dollars, the receipt of which is hereby acknowledged, do by these presents, grants, bargain, sell and convey unto **Midcontinental Real Estate, LLC**, 1400 Bryan Dr., Durant, OK 74701, the property herein described, party of the second part, and its grantees and assigns, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

RS
$336.00

See 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 party of the second part, its grantees and assigns, 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 16th day of November, 2018.

Jason Mauck

Kimberly Mauck

STATE OF OKLAHOMA
Bryan County
Documentary Stamps $ 336.00

COUNTY CLERK
BRYAN COUNTY, OK

STATE OF OKLAHOMA )
) SS. ACKNOWLEDGMENT
COUNTY OF S MARSHALL )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of November, 2018, personally appeared **Jason Mauck and Kimberly Mauck**, 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 on this 16th day of November, 2018.

Notary Public

My Commission expires: August 16, 2020

SABRINA N. KERBO
NOTARY
# 12007759
PUBLIC
STATE OF OKLAHOMA

NOT AN OFFICIAL COPY
VIEW ADDITIONAL LAND RECORDS AT OKCOUNTYRECORDS.COM

Jones Law, PC
113 N. 3rd Ave.
Durant, OK 74701

Exhibit "A"

W/2 W/2 NE/4 of Section 25, Township 6 South, Range 8 East of the Indian Base and Meridian, Bryan County, Oklahoma, LESS AND EXCEPT THE FOLLOWING FOUR TRACTS:

NOT AN OFFICIAL COPY

Tract I: All that part of the SW/4 SW/4 NE/4 of Section 25, Township 6 South, Range 8 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows, to-wit: Beginning at the center of said Section 25; Thence North along the quarter section line of said section a distance of 396 feet; Thence East a distance of 110 feet; Thence South and parallel to said quarter section line a distance of 396 feet to a point on the South line of the NE/4 of said Section; Thence West along said line a distance of 110 fee to the Point of Beginning.

Tract II: The South 190 feet of the South 396 feet of the West 110 feet of the SW/4 SW/4 NE/4 of Section 25, Township 6 South, Range 8 East of the Indian Base and Meridian, Bryan County, Oklahoma.

Tract III: All that part of the SW/4 SW/4 NE/4 of Section 25, Township 6 South, Range 8 East of the Indian Base and Meridian, which is bounded and described as Beginning at a point on the South line of the NE/4 of said Section 25, 110 feet East of the center of said Section 25; Thence North parallel to the West line of said NE/4 a distance of 396 feet to the South line thereof; Thence West along South line a distance 110 feet to the Point of Beginning.

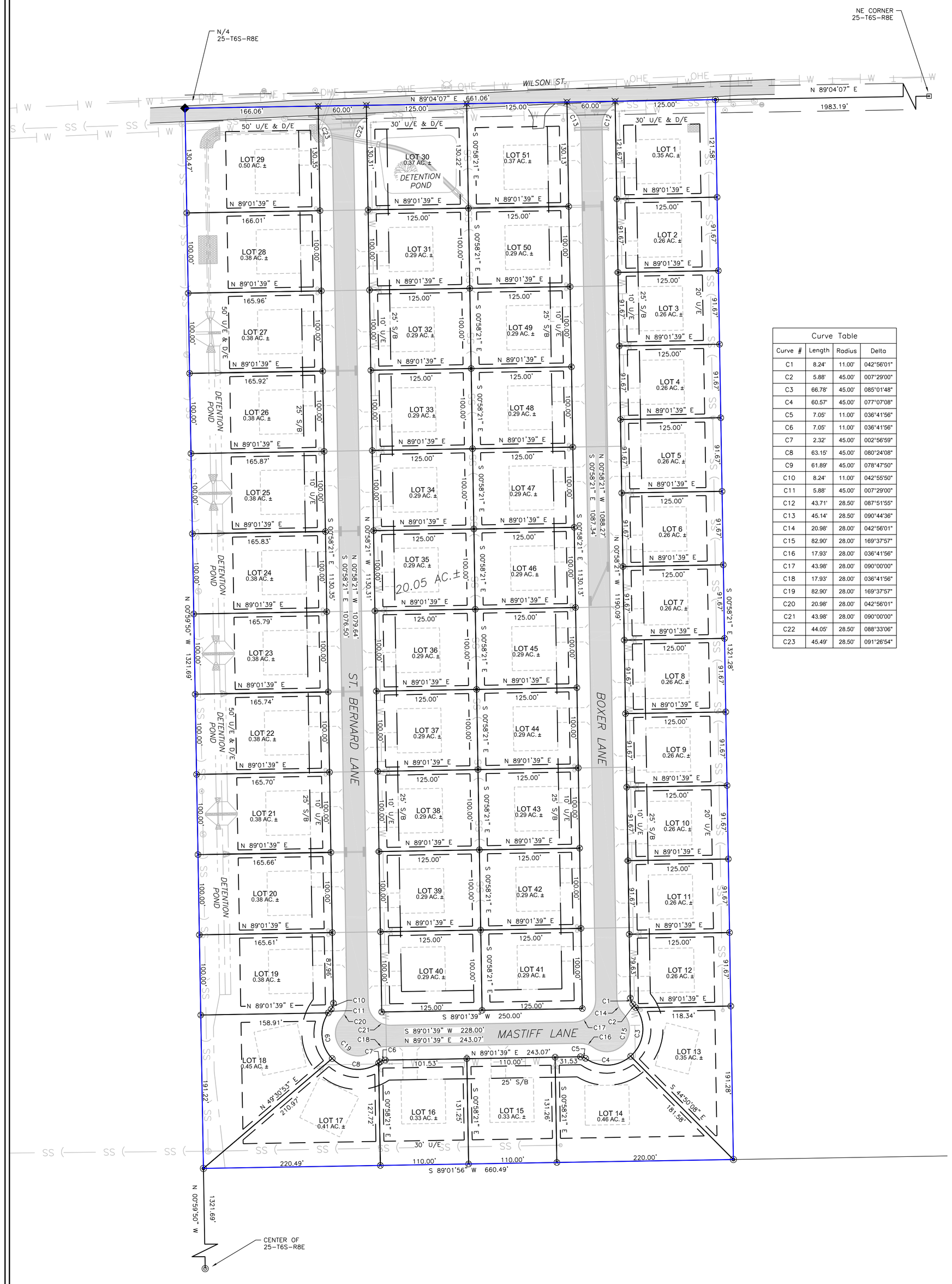
Tract IV: All of Lot 1, Block 1 of HIGH MEADOW ADDITION to the City of Durant, Oklahoma, as recorded by Plat or Record in Book 1188 Page 132, deed Records, Bryan County, Oklahoma.

TOGETHER with an Easement for the Right of Way purposes across the East 20 feet of the South 190 feet of the South 396 feet of the West 110 feet of the SW/4 SW/4 NE/4 of Section 25, Township 6 South, Range 8 East of the Indian Base and Meridian, Bryan County, Oklahoma

*AND LESS AND EXCEPT all oil, gas, coal, and other mineral rights or interest currently outstanding of record and all oil, gas, coal and other mineral rights or interest currently not outstanding of record. It being the intent of Grantors to reserve unto Grantors all mineral interests to which Grantors may be entitled;*

VIEW ADDITIONAL LAND RECORDS AT
OKCOUNTYRECORDS.COM

I-2018-709776 Book 1485 Pg: 281
12/17/2018 8:23 am Pg 0280-0281
Fee: $ 15.00 Doc: $ 336.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma




| Curve Table | | | |
|---|---|---|---|
| Curve # | Length | Radius | Delta |
| C1 | 8.24' | 11.00' | 042°56'01" |
| C2 | 5.88' | 45.00' | 007°29'00" |
| C3 | 66.78' | 45.00' | 085°01'48" |
| C4 | 60.57' | 45.00' | 077°07'08" |
| C5 | 7.05' | 11.00' | 036°41'56" |
| C6 | 7.05' | 11.00' | 036°41'56" |
| C7 | 2.32' | 45.00' | 002°56'59" |
| C8 | 63.15' | 45.00' | 080°24'08" |
| C9 | 61.89' | 45.00' | 078°47'50" |
| C10 | 8.24' | 11.00' | 042°55'50" |
| C11 | 5.88' | 45.00' | 007°29'00" |
| C12 | 43.71' | 28.50' | 087°51'55" |
| C13 | 45.14' | 28.50' | 090°44'36" |
| C14 | 20.98' | 28.00' | 042°56'01" |
| C15 | 82.90' | 28.00' | 169°37'57" |
| C16 | 17.93' | 28.00' | 036°41'56" |
| C17 | 43.98' | 28.00' | 090°00'00" |
| C18 | 17.93' | 28.00' | 036°41'56" |
| C19 | 82.90' | 28.00' | 169°37'57" |
| C20 | 20.98' | 28.00' | 042°56'01" |
| C21 | 43.98' | 28.00' | 090°00'00" |
| C22 | 44.05' | 28.50' | 088°33'06" |
| C23 | 45.49' | 28.50' | 091°26'54" |

# Subdivision Plat
# KASH ACRES

## Addition has 51 Lots and contains 20.05 acres, more or less

OWNERS CERTIFICE AND DEDICATION

I, Dr. Kinion Whittington, President, MIDCONTINENTAL REAL ESTATE, LLC, do hereby certify that I am the owner of legal title and the only person, firm or corporation having any right, title or interest in and to the land shown on the annexed map or plat and do further certify that:

1. As owner of title to said land which is shown on the annexed map or plat of KASH ACRES, being a subdivision in the W/2 of the NW/4 of the NE/4 of Section 25 Township 6 South Range 8 East of the Indian Base and Meridian, BRYAN County, Oklahoma, do hereby reserve the areas indicated as "60' R/W" (60 feet Roadway Right-of-Way) for the purposes of locating, constructing, erecting, maintaining, conducting and performing any public or quasi-public roadway & utility or roadway & utility function or service above or beneath the surface of the ground, with rights of ingress and egress at any time for the purpose of installation, repair, maintenance, operation and removal of any public or quasi-public roadway or utility.

2. Said property covered by said map or plat and dedication is subject to certain restrictions, reservations and covenants contained in a separate instrument, which will be filed for record in the Office of the County Clerk of BRYAN County, Oklahoma, subsequent to the filing of this plat.

Witness my hand on this_____day of_____, 2021

MIDCONTINENTAL REAL ESTATE, LLC,

By: _____
Dr. Kinion Whittington, President

STATE OF OKLAHOMA )
) ss
COUNTY OF BRYAN )

Before me, the undersigned, a Notary Public in and for said County and State, on this_____day of_____, 2021, personally appeared, Dr. Kinion Whittington, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Owner, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires the_____day of_____, 20__.

_____
Notary Public

DEPARTMENT OF ENVIRONMENTAL QUALITY

I certify that I have approved this plat of a residential development which is on file at the BRYAN County Office of the Oklahoma Department of Environmental Quality, and hereby approve this plat for the use of public water and public sewer systems.
Note: Once plat approval has been obtained from the D.E.Q. no major modifications may occur in an area designated for septic disposal.

_____
Environmental Specialist, O.D.E.Q

COUNTY TREASURERS CERTIFICATE

_____, do hereby certify that I am the duly elected and qualified and acting County Treasurer of BRYAN County, State of Oklahoma; that the tax records of said County show that all taxes are paid for the tax year of 2021 and prior years on the land shown on the annexed plat of KASH ACRES, a subdivision in the W/2 of the NW/4 of the NE/4 of Section 25 Township 6 South Range 8 East, of the Indian Base and Meridian, BRYAN County, Oklahoma; that the required statutory security has been deposited in the Office of County Treasurer, guaranteeing payment of the current year's taxes.

Witness my hand on this_____day of_____, 2021

_____
County Treasurer

CITY COUNSEL CERTIFICATE

I, the undersigned, do hereby certify that the plat of KASH ACRES, a subdivision in the W/2 of the NW/4 of the NE/4 of Section 25 Township 6 South Range 8 East, of the Indian Base and Meridian, BRYAN County, Oklahoma; together with the Owners Certificate and the Surveyors Certificate on the same were presented to the City Counsel of Durant, Oklahoma for approval; that said plat, Owners Certificate and Surveyors Certificate being found to conform to the platting requirements in all respects, are in all things approved on
this_____day of_____, 2021

ROADS SHALL BE PUBLIC AND SHALL BE MAINTAINED BY THE CITY ☐

ROADS WILL NOT BE MAINTAINED BY THE CITY, PROVIDED HOWEVER THAT THE CITY MAY AGREE TO MAINTAIN THE ROADS AT SOME FUTURE DATE ☐

_____
Mayor

_____
City Clerk

PLANNING & ZONING CERTIFICATE

I, the undersigned, do hereby certify that the plat of KASH ACRES, a subdivision in the W/2 of the NW/4 of the NE/4 of Section 25 Township 6 South Range 8 East, of the Indian Base and Meridian, BRYAN County, Oklahoma; together with the Owners Certificate and the Surveyors Certificate on the same were presented to the Planning & Zoning of Durant, Oklahoma for approval; that said plat, Owners Certificate and Surveyors Certificate being found to conform to the platting requirements in all respects, are in all things approved on
this_____day of_____, 2021

_____
President

LEGAL DESCRIPTION – KASH ACRES

A PIECE OR PARCEL OF LAND BEING THE W/2 OF THE NW/4 OF THE NE/4 OF SECTION 25 TOWNSHIP 6 SOUTH RANGE 8 EAST, BRYAN COUNTY, OKLAHOMA

SURVEYORS CERTIFICATE

I, T.D. Chappell, Licensed Professional Land Surveyor No. 1673 in the State of Oklahoma, hereby certify that the annexed plat of KASH ACRES, BRYAN County, Oklahoma, represents a true and correct survey thereof, made under my supervision on the 7th day of SEPTEMBER, 2021 and that all monuments shown hereon actually exist and their positions are correctly shown. I also certify that the survey and plat thereof meets or exceeds 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.

T.D. Chappell
T.D. Chappell, Oklahoma Licensed Professional Land Surveyor No. 1673

STATE OF OKLAHOMA )
) ss
COUNTY OF CHOCTAW )

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of SEPTEMBER, 2021, personally appeared, T.D. Chappell, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Owner, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires the 28 day of JUNE, 2027

Amy Jo Taylor
Notary Public

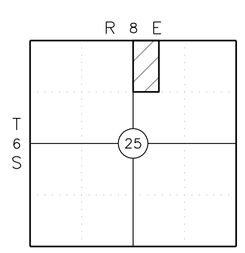
SURVEYOR NOTES:

1. This survey was preformed on the Oklahoma State Plane Coordinate System (NAD 83) and all bearings and distance shown hereon are indicative of said Grid system.
2. The utilities shown hereon were located from visible field evidence. The surveyor does not warrant the exact position of each utility is as shown nor make up the entirety of utilities on site.
3. Property being subject to all easements, rights-of-ways, restrictions, filed of record, if any.
4. Roadway shall be private.
5. Domestic water shall be served by Rural Water District No. 2.
6. There are no subdivision adjacent to property.
7. Sanitary sewer shall be served by City of Durant.

LICENSED PROFESSIONAL LAND SURVEYOR
T.D. CHAPPELL
1673
OKLAHOMA

AMY JO TAYLOR
NOTARY
# 99010673
EXP. 06/28/27
PUBLIC
STATE OF OKLAHOMA

◆ FOUND RAILROAD SPIKE
◎ FOUND STEEL PIN
⊗ SET 1/2" STEEL PIN W/ CAP (ONCE PLAT IS APPROVED)
⊠ SET PK NAIL W/ WASHER (ONCE PLAT IS APPROVED)
◉ SET 5/8" STEEL PIN W/ CAP
⊡ FOUND 1" PIPE
PROPERTY LINE
16.5' STAT R/W
BREAK LINE




LOCATION MAP

NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY CONTAIN EASEMENTS OR RIGHTS OF WAY NOT SHOWN

BEARING BASIS
OSPCS (NAD 83)-SOUTH ZONE

SCALE
0 40 80 160'

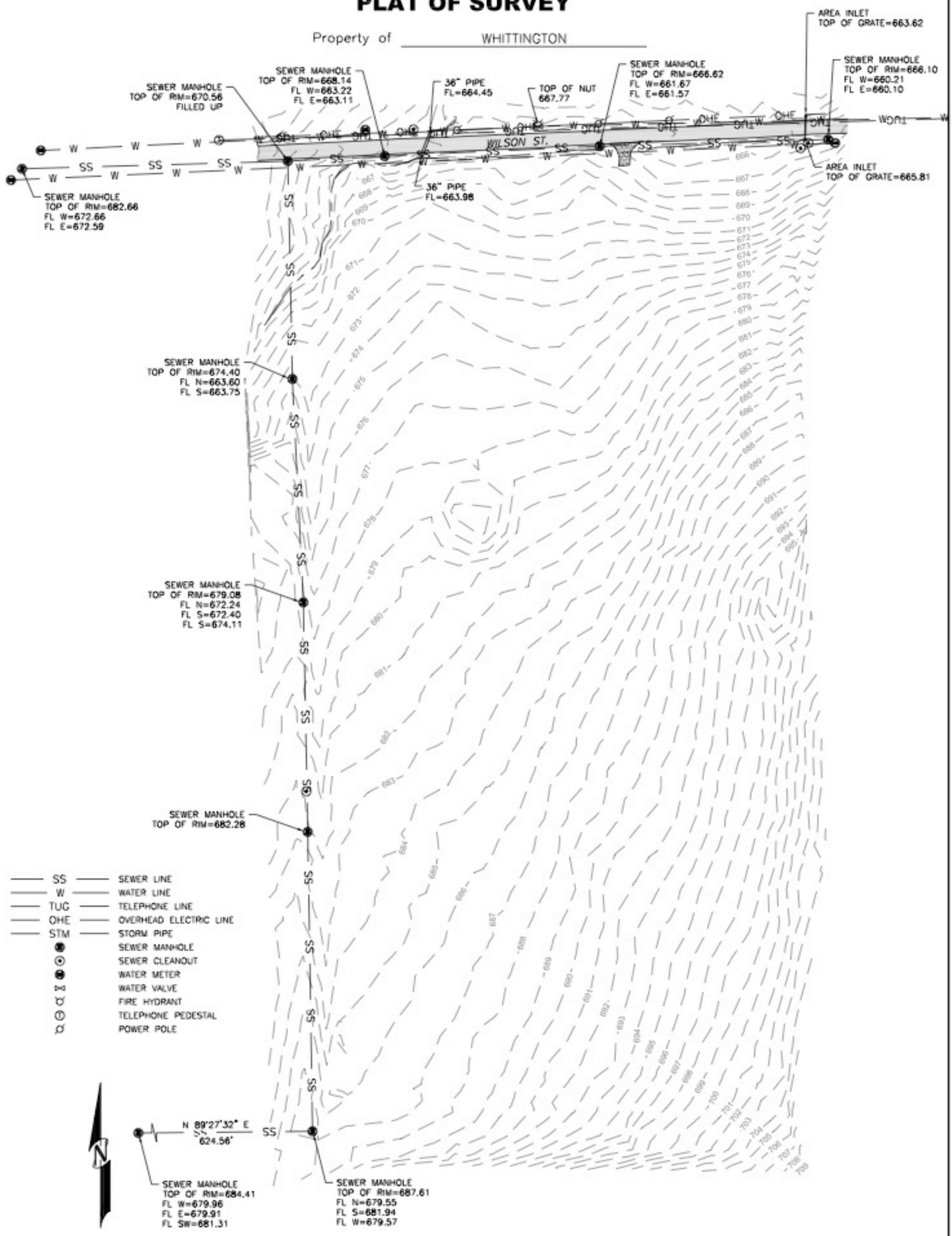
OWNER
**MIDCONTINENTAL REAL ESTATE, LLC**
Durant, Oklahoma

ENGINEER
**BARKER & ASSOCIATES**
Durant, Oklahoma

SURVEYOR
**CHAPPELL LAND SURVEYING, PC**
CA# 5072 Expires: June 30, 2022
P.O. Box 863,
Hugo, Oklahoma, 74743
Phone: (580) 326-6688
email: ctrey@chappellsurveying.com

# PLAT OF SURVEY

Property of WHITTINGTON




BEARING BASIS
OSPCS (NAD 83)-SOUTH ZONE

NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY CONTAIN EASMENTS OR RIGHTS OF WAY NOT SHOWN

## CERTIFICATE OF SURVEY

LICENSED PROFESSIONAL LAND SURVEYOR
T.D. CHAPPELL
1673
OKLAHOMA

I hereby certify that on November 16, 2020, that a survey was made under my supervision of the property described above and that the above plat is a true and correct representation of said survey. I also certify that this plat meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

T. D. Chappell

T.D. Chappell, Oklahoma Liscensed Professional Land Surveyor No. 1673

| | | | | |
|---|---|---|---|---|
| SURV. BY: | TC | CHAPPELL LAND SURVEYING, PC | SCALE | SCALE: 1"=120' |
| DRAWN BY: | JA | P.O. Box 863, Hugo, OK 74743 (580) 326-6688 | 0' 120' 240' 480' | DATE: 11/16/20 |
| APPROVED BY: | TC | Certificate of Authorization No. 5072, Exp. June 30, 2022 | | SURVEY #: S159-20 |
| | | | | SHEET #: 1 OF 1 |

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

DEQ Form 583-B | July 2013

Oklahoma Department of Environmental Quality
Water Quality Division | (405) 702-8100
707 N. Robinson , OKC, OK 73102-6010
P.O. Box 1677, OKC, OK 73101-1677

# Application for Permit to Construct Water Pollution Control or Public Water Supply Facilities and/or Supply Potable Water

**Check type(s) of Construction Proposed**

- ☐ Water Wells
- ■ Waterlines
- ☐ Water Treatment
- ☐ Sanitary Sewer
- ☐ Wastewater Treatment
- ☐ Water Reuse

**A. Supply Potable Water:** **Date:** _____, 20 ___

**ONLY** complete if construction is for potable water supply other than applicant

1. Applicant: _____
2. PWS ID #: _____
3. Phone #: _____
4. Email: _____
5. Purchaser: _____

**B. Supply Reclaimed Water:** **Date:** _____, 20 ___

**ONLY** complete if construction is for reclaimed water other than supplier

1. Supplier: _____
2. S-#: R: _____
3. Phone #: _____
4. Email: _____
5. User: _____
6. Category: _____

(Attach Form 627-WRP and 627 LAP if applicable)

**C. Construction Facilities:** **Date:** June 14, 20 21

1. Applicant: DURANT UTILITY AUTHORITY
2. S-# or PWSID #: OK 1010601
3. Phone: 580-931-6664 Email: rcantrell@durant.org
4. Engineer's: Email: wbarker@barkerengineers.com Phone #: 580-931-9045 Fax #: 580-931-9099
5. Construction Proposal: 2739 LF. of 6" PVC
6. Serves: Kash Acres
7. Legal Description:

   Quarter ____ /4, NW /4, NE /4 Section 25 Township T 6 S

   Range R 8 E County Bryan

**D. Fee:** Enclosed is a check or money order (no cash) in the amount of $ 881.98. (Make checks and money orders payable to the Oklahoma Department of Environmental Quality, Water Quality Division). If exempt from permit fees provide the Oklahoma Water Resources Board REAP Grant No. _____ and/or Emergency Grant No. _____.

**E. In making this application, the applicant certifies and states the following:**

| | | Yes | No |
|---|---|---|---|
| 1. | The applicant has been supplied with copies of all rules and standards promulgated by the Oklahoma Department of Environmental Quality for the construction and operation of the facility in question. | ☑ | ☐ |
| 2. | To the best of the knowledge and belief of the applicant the plans, specifications, and engineering report comply with the requirements of the aforementioned rules and standards. | ☑ | ☐ |
| 3. | The applicant agrees to provide inspection and be responsible for the construction and operation of the facility in accordance with the aforementioned rules and standards, and in accordance with state law agrees that the Oklahoma Department of Environmental Quality shall have access to the facility at any time during and after construction for the purpose of inspection for compliance with the provisions of the Environmental Code, 27A O.S. § 2-1-101 and following et seq. | ☑ | ☐ |
| 4. | The applicant intends to own and operate the facility after construction is completed. If "No," provide information on responsibility for operation. | ☑ | ☐ |
| 5. | The applicant is holder of or will obtain a deed or easement to the land upon which construction is planned. If "No," explain. _____ | ☑ | ☐ |
| 6. | The land upon which construction is planned is within the corporate limits of a municipality. If "Yes," application should be executed by authorized agent of the municipality. If "Yes" and applicant is other than a municipality, **PRIVATE APPLICANT WITHIN MUNICIPALITY** section must be completed. | ☑ | ☐ |
| 7. | The wastewater is treated by an on-site sewage disposal systems. If "No," the entity receiving, transporting, or treating the wastewater generated by the area is the applicant. If "No," the **RECEIVE, TRANSPORT, OR TREAT** section must be completed for sanitary sewer projects. | ☐ | ☑ |
| 8. | All local zoning and other ordinances of public entities having jurisdiction concerning the construction of the proposed improvements have been satisfied. If "No" explain. _____ | ☑ | ☐ |

**F. Funding Source(s)** - Check the following source(s) that will be used to fund this construction project:

- ☐ Oklahoma Department of Environmental Quality
- ☐ Drinking Water State Revolving Fund (DWSRF)
- ☐ Oklahoma Water Resources Board
- ☐ Clean Water State Revolving Fund (CWSRF)
- ☐ Rural Economic Action Plan Grant (REAP)
- ☐ Emergency Grant
- ☐ State Revenue Bond Program (FAP)
- ☐ Oklahoma Department of Commerce
  - ☐ Community Development Block Grant (CDBG)
- ☐ U.S. Department of Agriculture (USDA-RD)
- ☐ Council of Government (COG)
- ■ Local Funds
- ☐ Other Funding Sources: _____

**Applicant Signature or Private Applicant Within Municipality**

**Note:** 1. Application must be signed by the chief elective or executive officer of the applicant, or by the applicant himself if a sole proprietorship. Information must be legible.

2. To be completed if proposed construction lies within the boundaries of a municipality or other responsible public entity and is to be owned, operated, and maintained by a private entity.

John R. Dean Jr.

Signature

Name of Authorized Signature

Manager

Title

Durant Utilities Authority

Name of Organization

1202 NE 2nd

Mailing Address

Durant, Oklahoma 74701

City/State/Zip Code

Ellie Flynn

Notary Public/Corporate Secretary/City Clerk

ELLIE FLYNN NOTARY # 21000431 PUBLIC STATE OF OKLAHOMA

**NOTARY SEAL**

**Receive, Transport, or Treat**

**Note:** To be completed if proposed construction involves receiving, transporting, or treating wastewater by an entity other than the applicant.

_____, facility ID No. S-_____, hereby agrees to receive transport, and treat the wastewater generated from the area serviced by the proposed construction of this application. It further states that this entity's facilities have sufficient capacity to provide this service and are permitted under the rules and regulations of the Department of Environmental Quality.

Signature

Name of Authorized Signature

Title

Name of Organization

Mailing Address

City/State/Zip Code

Notary Public/Corporate Secretary/City Clerk

**NOTARY SEAL**

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

DEQ Form 583-B | July 2013

Oklahoma Department of Environmental Quality
Water Quality Division | (405) 702-8100
707 N. Robinson , OKC, OK 73102-6010
P.O. Box 1677, OKC, OK 73101-1677

# Application for Permit to Construct Water Pollution Control or Public Water Supply Facilities and/or Supply Potable Water

**Check type(s) of Construction Proposed**

- ☐ Water Wells
- ☐ Waterlines
- ☐ Water Treatment
- ■ Sanitary Sewer
- ☐ Wastewater Treatment
- ☐ Water Reuse

**A. Supply Potable Water:** **Date:** _____, 20 __

**ONLY** complete if construction is for potable water supply other than applicant

1. Applicant: _____
2. PWS ID #: _____
3. Phone #: _____
4. Email: _____
5. Purchaser: _____

**B. Supply Reclaimed Water:** **Date:** _____, 20 __

**ONLY** complete if construction is for reclaimed water other than supplier

1. Supplier: _____
2. S-#: R: _____
3. Phone #: _____
4. Email: _____
5. User: _____
6. Category: _____

(Attach Form 627-WRP and 627 LAP if applicable)

**C. Construction Facilities:** **Date:** June 15, 20 21

1. Applicant: Durant Utilities Authority
2. S-# or PWSID #: OK 10602
3. Phone: 580-931-6664 Email: rcantrell@durant.org
4. Engineer's: Email: wbarker@barkerengineers.com Phone #: 580-931-9045 Fax #: 580-931-9099
5. Construction Proposal: 2598 LF of 8" Dia. Gravity Sanitary Sewer Line
6. Serves: Kash Acres
7. Legal Description:

   Quarter ____ /4, NW /4, NE /4 Section 25 Township T 6 S

   Range R 8 E County Bryan

**D. Fee:** Enclosed is a check or money order (no cash) in the amount of $ 849.63. (Make checks and money orders payable to the Oklahoma Department of Environmental Quality, Water Quality Division). If exempt from permit fees provide the Oklahoma Water Resources Board REAP Grant No. _____ and/or Emergency Grant No. _____.

**E. In making this application, the applicant certifies and states the following:**

| | | Yes | No |
|---|---|---|---|
| 1. | The applicant has been supplied with copies of all rules and standards promulgated by the Oklahoma Department of Environmental Quality for the construction and operation of the facility in question. | ☑ | ☐ |
| 2. | To the best of the knowledge and belief of the applicant the plans, specifications, and engineering report comply with the requirements of the aforementioned rules and standards. | ☑ | ☐ |
| 3. | The applicant agrees to provide inspection and be responsible for the construction and operation of the facility in accordance with the aforementioned rules and standards, and in accordance with state law agrees that the Oklahoma Department of Environmental Quality shall have access to the facility at any time during and after construction for the purpose of inspection for compliance with the provisions of the Environmental Code, 27A O.S. § 2-1-101 and following et seq. | ☑ | ☐ |
| 4. | The applicant intends to own and operate the facility after construction is completed. If "No," provide information on responsibility for operation. | ☑ | ☐ |
| 5. | The applicant is holder of or will obtain a deed or easement to the land upon which construction is planned. If "No," explain. _____ | ☑ | ☐ |
| 6. | The land upon which construction is planned is within the corporate limits of a municipality. If "Yes," application should be executed by authorized agent of the municipality. If "Yes" and applicant is other than a municipality, **PRIVATE APPLICANT WITHIN MUNICIPALITY** section must be completed. | ☑ | ☐ |
| 7. | The wastewater is treated by an on-site sewage disposal systems. If "No," the entity receiving, transporting, or treating the wastewater generated by the area is the applicant. If "No," the **RECEIVE, TRANSPORT, OR TREAT** section must be completed for sanitary sewer projects. | ☐ | ☑ |
| 8. | All local zoning and other ordinances of public entities having jurisdiction concerning the construction of the proposed improvements have been satisfied. If "No" explain. _____ | ☑ | ☐ |

**F. Funding Source(s)** - Check the following source(s) that will be used to fund this construction project:

- ☐ Oklahoma Department of Environmental Quality
- ☐ Drinking Water State Revolving Fund (DWSRF)
- ☐ Oklahoma Water Resources Board
- ☐ Clean Water State Revolving Fund (CWSRF)
- ☐ Rural Economic Action Plan Grant (REAP)
- ☐ Emergency Grant
- ☐ State Revenue Bond Program (FAP)
- ☐ Oklahoma Department of Commerce
  - ☐ Community Development Block Grant (CDBG)
- ☐ U.S. Department of Agriculture (USDA-RD)
- ☐ Council of Government (COG)
- ■ Local Funds
- ☐ Other Funding Sources: _____

**Applicant Signature or Private Applicant Within Municipality**

**Note:** 1. Application must be signed by the chief elective or executive officer of the applicant, or by the applicant himself if a sole proprietorship. Information must be legible.

2. To be completed if proposed construction lies within the boundaries of a municipality or other responsible public entity and is to be owned, operated, and maintained by a private entity.

John R. Dean Jr.

Signature

Name of Authorized Signature

Title

Durant Utilities Authority

Name of Organization

1202 NE 2nd

Mailing Address

Durant, Oklahoma 74701

City/State/Zip Code

Ellie Flynn

Notary Public/Corporate Secretary/City Clerk

ELLIE FLYNN NOTARY # 21000431 PUBLIC STATE OF OKLAHOMA

**NOTARY SEAL**

**Receive, Transport, or Treat**

**Note:** To be completed if proposed construction involves receiving, transporting, or treating wastewater by an entity other than the applicant.

_____, facility ID No. S-_____, hereby agrees to receive transport, and treat the wastewater generated from the area serviced by the proposed construction of this application. It further states that this entity's facilities have sufficient capacity to provide this service and are permitted under the rules and regulations of the Department of Environmental Quality.

Signature

Name of Authorized Signature

Title

Name of Organization

Mailing Address

City/State/Zip Code

Notary Public/Corporate Secretary/City Clerk

**NOTARY SEAL**

OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY

# Water Quality Division Preliminary Engineering Report Form for Subdivision Plat Approval

## I. Subdivision/Development Information

1. Name of development/subdivision: KASH ACRES
2. County: Bryan
3. Legal Description: ___ /4, NW /4, NE /4, of Section 25, T- 6 - S, R - 8 - E, I. M. / C. M., Bryan County
4. Developer: Durant Utility Authority
5. Developer's address: 1202 NE 2nd, Durant, Oklahoma 74701
6. Developer's phone number: 580-931-6664
7. Water will be supplied by: City of Durant
8. Sewage will be received, transported, and treated by: City of Durant
9. Number of lots (service connections) proposed: 50
10. A location map of the proposed subdivision/development is included? Yes ( x ); No ( ). A location map is required.
11. Highest elevation in the proposed subdivision: 697'
12. The elevation of the nearest water storage tower: 800'
13. Water pressure at the point of connection of the subdivision: 57 psi
14. The proposed waterline system is designed to maintain a minimum pressure of 25 psi at all points under all conditions of flow: Yes ( x ) : No ( )
15. Hydraulic analysis based on flow demands of one gallon per service connection and pressure requirements is used to size all water mains: Yes ( x ); No ( ).
16. Hydraulic analysis is provided (hydraulic analysis is required for the review process): Yes ( x ); No ( ).
17. A minimum waterline size of six (6) inches in residential areas is proposed: Yes ( x ); No ( ).
18. The normal static pressure throughout the area to be served will range from 53.9 to 67.4 psi.
19. The normal dynamic pressure throughout the area to be served will range from 29.3 to 57.2 psi.
20. Hydrants are provided at each intersection and at intermediate points so spacing does not exceed 600 feet: Yes ( x ); No ( ).
21. Hydrants, with 4 ½ inch pumper outlets are to be connected to mains smaller than 6 inches: Yes ( ); No ( x ). If Yes, explain _____
22. Where waterlines and sewer lines intersect the minimum vertical separation (edge to edge) is 24 inches.
23. Proposed waterline extension involves surface water crossings: Yes ( ); No ( x ).
24. Onsite inspection of the proposed waterline construction will be inspected by:
    Engineering Firm: Yes ( ); No ( x ),
    Owner: Yes ( x ); No ( ), or
    Other (please specify): _____
25. The area of the proposed development: 20.05 acres. If area of development is 5 acres or more, has the developer/builder obtained a DEQ Storm Water Construction Permit: Yes ( ); No ( x ). Developers/builders are required to obtain a DEQ Storm Water Construction Permit for a construction site that will disturb five (5) acres or more in accordance with OPDES, 27A O.S. 2-6-201 et siq.
26. One hundred year flood elevation: 664' to the south of the subdivision

I certify that, to the best of my knowledge, all the information provided in this engineering report form is correct and no significant information necessary for a proper evaluation of the project has been omitted:

Signature of Professional Engineer: H. Wayne Barker Date: 7-13-21

Name of Professional Engineer: H. Wayne Barker

State of Oklahoma Professional Engineer No: 18513

Phone No: ( 580 ) 931-9045

REGISTERED PROFESSIONAL ENGINEER
H. WAYNE BARKER
7-13-21
18513
OKLAHOMA

## II. Public Water Supply System

1. System Name: Durant Utility Authority
2. PWSID Number: OK 1010601
3. Source of water supply: Purchase
   Surface _____, Ground _____, or Purchase x
   Community x or Non-Community _____
4. Population served by proposed platted subdivision: 125
5. Number of service connections (subdivision): 50
6. Estimated total daily water demand: 12,500 gallon/day
7. System pressure at point of connection: 57 psi

I, John Dean, the Authorized Representative for the City of Durant, certify that City of Durant will supply water to the proposed subdivision. The water system is adequate to supply quantity and quality of water to the proposed subdivision and maintain the minimum pressure requirements of 25 psi at all points in the distribution system at all times.

John R. Dean Jr.

Signature of Authorized Representative for the Water Supply System

## III. Community/Public Sewage System

1. System Name: Durant Utilities Authority
2. Facility ID Number: S- OK 10602
3. Population served by proposed platted subdivision: 125
4. Number of service connections (subdivision): 50
5. Total estimated daily sewage generated by the proposed subdivision: 12,500 gallon/day

I, John Dean, the Authorized Representative for the City of Durant, certify that City of Durant will receive transport and treat the sewage generated by the proposed subdivision. The Sewage Treatment Facility is adequate to treat the waste as required by the Oklahoma Department of Environmental Quality.

John R. Dean Jr.

Signature of Authorized Representative for the Sewage Treatment Facility

## IV. Water Quality Division

Reviewed By: _____

Position: _____

Date Approved: _____

Signature: _____

Oklahoma Department of Environmental Quality
Water Quality Division | Phone: 405-702-8100
Construction Permitting Section
707 N. Robinson, OKC, OK 73102-6010
P.O. Box 1677, OKC, OK 73101-1677

# Water Distribution Systems and Ground Water Wells Engineering Report Form

The Durant Utility Authority proposes the construction of a waterline extension(s), ground water well(s), pumping facility, chlorination facility, and/or water storage facility in the manner indicated by the information contained herein and by the plans, profiles, specifications, and other data attached hereto. The plans and specifications have been approved and signed by the proper city officials or owner and an application for a permit properly executed by the Mayor, Chairman of the Board or owner accompanies this report.

## I. General Information

1. Name of Facility Durant Utility Authority
2. PWSID Number OK 10602
3. Legal Description: ___/4, NW/4, NE/4, of Section 25, T- 6 - S, R - 8 - E, I.M./C.M., County Bryan
4. Source of Water Supply City of Durant
   a. Surface _____, Ground _____, or Purchase X
   b. Community ☒ Non-Community ☐
   c. ☒ Waterline is for distribution
      ☐ Raw water transmission line (if, so then go to P.E. certification)
5. Population Served by System: 22,917
6. Type of Service Area (Rural waterline extension, Municipal, Mobile Home Park, Camp Grounds, School, Etc.): Municipal
7. Number of Service Connections (System): 7412

| | Yes | No |
|---|---|---|
| 8. Technical specifications for the proposed waterline extension, booster pump(s), and water well(s) are provided? | ☑ | ☐ |
| If No, the most current City Ordinances or Standards are referred to? If Yes, the Ordinances/Standards are included or on file with the Construction Permit Unit, Water Quality Division, Oklahoma Department of Environmental Quality. | ☑ | ☐ |

DEQ Form No. 626-WER
July 2013

| | Yes | No |
|---|---|---|
| 9. The area of the proposed development: 20.05 Acres | | |
| If area of development is 1 acre or more, has the developer/builder obtained a DEQ Storm Water Construction Permit? | ☐ | ☑ |

Developers/builders are required to obtain a DEQ Storm Water Construction Permit for a construction site that will disturb five (5) acres or more in accordance with OPDES, 27A O.S. § 2-6-201 et seq.

## II. Waterline Extension Technical Information

| A. Municipal Waterline Extensions | Yes | No |
|---|---|---|
| 1. The proposed waterline system is designed to maintain a minimum pressure of 25 psi at all points under all conditions of flow? | ☑ | ☐ |
| 2. Hydraulic analysis based on flow demands and pressure requirements is used to size all water mains? | ☑ | ☐ |
| 3. Hydraulic analysis is provided (hydraulic analysis is required for the review process)? | ☑ | ☐ |
| 4. Number of service connections to be served by this waterline after the construction is complete: 50 | | |
| 5. A minimum waterline size of six (6) inches in residential areas and eight (8) inches in high value districts are proposed? | ☑ | ☐ |
| 6. The normal static pressure throughout the area to be served will range from 53.9 to 67.4 psi. | | |
| 7. The normal dynamic pressure throughout the area to be served will range from 29.3 to 57.2 psi. | | |
| 8. Flushing hydrants that discharge above the ground surface are provided for dead-end lines? | ☑ | ☐ |
| 9. Positive closing valves are located so that a single break in the line will require no more than 500 linear feet of line to be disconnected in high value districts and 1,320 linear feet in other areas? | ☑ | ☐ |
| 10. Hydrants are provided at each intersection and at intermediate points so spacing does not exceed 600 feet? | ☑ | ☐ |
| 11. Hydrants should have one (1) 4 ½ inch pumper outlet, not less than two (2) 2 ½ inch hose outlets. | | |
| 12. Hydrants, with 4 ½ inch pumper outlets are to be connected to mains smaller than 6 inches? | ☐ | ☑ |
| If Yes, explain _____ | | |
| 13. Drains from hydrant barrels do not connect to any sanitary sewer or storm drain? | ☑ | ☐ |
| 14. Air relief valves are provided at high points? | ☑ | ☐ |

| | Yes | No |
|---|---|---|
| 15. In large mains, blow offs are provided at low points? N/A | ☐ | ☑ |
| 16. Are there any cross connections between the public water supply and any sanitary sewer or storm drain? | ☐ | ☑ |

**B. Rural Waterline Extensions** N/A

| | | |
|---|---|---|
| 1. The proposed waterline system is designed to maintain a minimum pressure of 25 psi at all points under all conditions of flow? | ☐ | ☐ |
| 2. Hydraulic analysis based on flow demands and pressure requirements is used to size all water mains? | ☐ | ☐ |
| 3. Hydraulic analysis is provided (hydraulic analysis is required for the review process)? | ☐ | ☐ |
| 4. Number of service connections to be served by this waterline after the construction is complete: _____ | | |
| 5. The normal static pressure throughout the area to be served will range from _____ to _____ psi. | | |
| 6. The normal dynamic pressure throughout the area to be served will range from _____ to _____ psi. | | |
| 7. Flushing hydrants that discharge above the ground surface are provided for dead-end lines? | ☐ | ☐ |
| 8. Valves are located at no more than two (2) mile intervals? | ☐ | ☐ |
| 9. Air relief valves are located at high points in the distribution system? | ☐ | ☐ |
| 10. Are there any cross connections between the public water supply and any sanitary sewer or storm drain? | ☐ | ☑ |

**C. Installation of Waterlines (To Be Completed For All Municipal and Rural Waterline Extensions)**

1. Specifications:

| a. Pipe material | Applicable Standard | Class | Pressure Rating |
|---|---|---|---|
| Cast Iron | | | |
| Ductile Iron | | | |
| PVC | AWWA C900 | DR18 | 200 psi |
| HDPE | | | |
| Other | | | |

b. Minimum Depth of Cover (30 inches minimum): 36"

| | Yes | No |
|---|---|---|
| c. Pressure and Leakage Testing in accordance with AWWA C-601? | ☑ | ☐ |
| d. Disinfection Procedures in accordance with AWWA C-651? | ☑ | ☐ |

| | Yes | No |
|---|---|---|
| e. Reaction blocking is provided at all bends, tees, and hydrants? | ✓ | |
| f. Installation of waterlines meets AWWA and Oklahoma DEQ construction standards? | ✓ | |
| 2. Does this water line project involve construction along any state or federal highway? | | ✓ |
| If yes, has the Oklahoma Department of Transportation (ODOT) been notified, and, do the plans show the location of all affected utilities on file with ODOT? | | |
| 3. Minimum horizontal separation between water and sewer lines is 10 feet? | ✓ | |
| If no, please indicated minimum possible horizontal separation: _____ (If 10 feet of separation is not possible, the water line must be constructed in a separate trench and the sewer line designed, constructed, and tested as water line pipe in accordance with OAC 252:656-5-4 (c). | | |
| 4. Minimum horizontal separation between plastic water lines and gasoline storage tanks (including appurtenances) is at least 50 feet? | ✓ | |
| If no, cast iron must be used for water line pipe and in no case be closer than 10 feet to any part of the storage tank system. | | |
| 5. Minimum horizontal separation between water and all parts of septic tanks and absorption fields, or other sewage treatment and disposal system is 15 feet? | ✓ | |
| 6. Minimum horizontal separation distance between waterlines existing or future storm sewers, raw water, oil and gas (includes natural gas), and buried electric lines is 10 feet? | ✓ | |
| If no, the minimum horizontal separation for storm sewer lines is ___ feet, raw waterlines is ___ feet, oil & gas lines is ___ feet, and buried electric lines is ___ feet. | | |
| 7. Where waterlines and sewer lines intersect the minimum vertical separation (edge to edge) is 24 inches. | | |
| 8. Hydrants or other flushing devices capable of flow velocities of at least 2 feet per second in the waterline are installed at all dead-ends? | ✓ | |
| 9. Proposed waterline extension involves surface water crossings? | | ✓ |
| If Yes, above water crossings ☐ or under water crossing ☐. Width of crossing _____ ft. | | |
| If above water crossing: | | |
| a. waterline is adequately supported and anchored? | | |
| b. waterline is adequately protected from damage and freezing? | | |
| c. expansion joints are provided at each end of the crossing? | | |
| d. waterline is easily accessible for repair? | | |
| If under water crossing is greater than 15 feet: | | |
| a. minimum cover provided is _____ feet, | | |
| b. waterline has flexible watertight joints? | | |
| c. valves are provided at both ends of the water crossing? | | |

| | Yes | No |
|---|---|---|
| d. the valve closest to the water source is in a manhole? | ☐ | ☐ |
| e. permanent sampling taps are provided on each side of the valve within the manhole? | ☐ | ☐ |

10. Waterlines proposed:

| Line Segment | Diameter (inches) | Length | Material |
|---|---|---|---|
| 6" PVC W.L. | 6" | 2739 LF | C900 |
| | | | |
| | | | |
| | | | |
| | | | |

11. Onsite inspection of the proposed waterline construction will be inspected by:

| | | |
|---|---|---|
| Engineering Firm? | ☐ | ☑ |
| Owner? | ☑ | ☐ |

Other (please specify)? _____

12. Is this water line for Commercial? ☐ or Residential? ■

13. What is the maximum square footage of the dwelling or building connecting to the water line? N/A sf

14. International Fire Code (IFC):

Building Classification SFR<3600 SF, Minimum fire flow 1000 gpm, Duration 1 hours.
☐ Not Applicable

15. What is the available fire flow for one and two family dwellings less than 3,600 sf? 650 gpm (1,000 gpm is required.) If less than 1,000 gpm is available has the fire chief authorized such reduction in flow, please provide letter for proof of reduction and acceptance.

16. What is the available fire flow for other buildings? 650 gpm (Please refer to table B105.1 of the 2009 IFC).

See attached approval letter from the fire department

## III. Ground Water Wells N/A

### 1. General information

| | Yes | No |
|---|---|---|
| a. A completed "Checklist for Well Head Protection" is required for all new well construction. A completed "Checklist for Well Head Protection" is included in the plan documents. | ☐ | ☐ |

b. Number of wells _____

c. Capacity of well(s): (# 1) _____, (# 2) _____, (# 3) _____, (# 4) _____

d. Well depth(s) (# 1) _____, (# 2) _____, (# 3) _____, (# 4) _____

e. Legal Description:

Well # 1 ___ /4, ___ /4, ___ /4, of Section _____ , T- ___ - ___ , R - ___ - ___ , I. M. / C. M., _____ County

Well # 2 ___ /4, ___ /4, ___ /4, of Section _____ , T- ___ - ___ , R - ___ - ___ , I. M. / C. M., _____ County

Well # 3 ___ /4, ___ /4, ___ /4, of Section _____ , T- ___ - ___ , R - ___ - ___ , I. M. / C. M., _____ County

Well # 4 ___ /4, ___ /4, ___ /4, of Section _____ , T- ___ - ___ , R - ___ - ___ , I. M. / C. M., _____ County

f. Type of Well (dug, driven, or drilled): _____

g. Name and Characteristics of Aquifer:

_____

_____

h. One Hundred Year Flood Elevation: _____

i. Water Well Elevation of Wells: (#1) _____ (#2) _____ (#3) _____ (#4) _____

**2. General Water Well Construction**

| | Yes | No |
|---|---|---|
| a. Well Casing: | | |
| 1. Type of well casing: _____ | | |
| 2. Diameter of well casing: _____ | | |
| 3. Thickness of well casing: _____ | | |
| 4. Depth of well casing: _____ | | |
| 5. Well casing extends a minimum of 12 inches above the pump house floor and 18 inches above the final ground surface? | ☐ | ☐ |
| 6. The top of the well casing is sealed with a sanitary well seal to properly protect against the entrance of contamination into the well? | ☐ | ☐ |
| b. Surface Casing: | | |
| 1. Type of surface casing: _____ | | |
| 2. Diameter of surface casing: _____ | | |
| 3. Thickness of surface casing: _____ | | |
| 4. Depth of surface casing: _____ | | |
| 5. Surface casing extends a minimum of 12 inches above the pump house floor and 18 inches above the final ground surface? | ☐ | ☐ |
| c. Type, depth, and thickness of grout: _____ | | |
| d. Type and length of screen: _____ | | |

| | Yes | No |
|---|---|---|
| e. The water well location is at the highest point on the premises? | ☐ | ☐ |
| f. The pump house floor is located at least two (2) feet above the 100 year flood elevation? | ☐ | ☐ |
| g. Well(s) is provided with a means to measure the water level(s) periodically? | ☐ | ☐ |
| h. Well(s) has provisions for venting the well casing to the atmosphere? | ☐ | ☐ |
| i. The discharge piping is equipped with the following: | | |
| 1. Check valve? | ☐ | ☐ |
| 2. Shut-off valve? | ☐ | ☐ |
| 3. Pressure gauge? | ☐ | ☐ |
| 4. Flow meter? | ☐ | ☐ |
| 5. A smooth nosed sampling tap located on the upstream side of the shut-off valve and at a point where positive pressure is maintained? | ☐ | ☐ |
| j. All exposed piping, valves, and appurtenances are protected against physical damage and freezing? | ☐ | ☐ |
| 3. Well development is included as a part of the specifications and meets the requirements of OAC 252:626-7-4 (a)? | ☐ | ☐ |
| 4. Disinfection of the well and ground water is specified and meets the requirements of OAC 252:626-7-4 (d)&(e)? | ☐ | ☐ |
| 5. Chlorination facilities required for all ground water systems are proposed? | ☐ | ☐ |
| 1. Type of chlorinator: _____ | | |
| 2. Proposed chlorination facility meets the requirements of OAC 252:626-11 and OAC 252:626-11-4? | ☐ | ☐ |

6. Water Well Pumps:

a. Type of pumps proposed: _____

b. Type of pump motor: _____

c. Pump capacity: _____ gpm

d. Operating head: _____ feet

e. Voltage: _____

f. Auxiliary power source is provided? ☐ ☐

If No, explain: _____

## IV. Disinfection Facilities N/A

| | Yes | No |
|---|---|---|
| 1. Daily flow of water to be treated: _____ gpd. | | |
| 2. A flow meter is provided in order to measure water flow to determine chemical application rate? | ☐ | ☐ |
| 3. Disinfection chemicals specified: _____ | | |
| 4. Type of chlorinator specified: _____ | | |
| 5. Maximum feed range: _____ Minimum feed range: _____ | | |
| 6. Capacity of chlorinator can meet chlorine demands at maximum flow? | ☐ | ☐ |
| 7. Provisions are provided for measuring the quantities of chemicals used? | ☐ | ☐ |
| 8. Standby equipment is provided? | ☐ | ☐ |
| 9. A minimum of 30 minutes contact time is provided for ground water? | ☐ | ☐ |
| 10. Residual chlorine of 0.2 mg/l at distant points is provided for? | ☐ | ☐ |
| 11. Chlorine residual test equipment is provided? | ☐ | ☐ |
| 12. Use of chlorine gas is proposed? | ☐ | ☐ |
| If Yes: _____ | | |
| a. A separate room is provided? | ☐ | ☐ |
| b. A shatter resistant, clear glass inspection window is installed in an exterior door or interior wall to permit the chlorinator to be viewed without entering the room is provided? | ☐ | ☐ |
| c. The chlorine room is constructed in such a manner that all openings between the chlorine room and the remainder of the plant are sealed? | ☐ | ☐ |
| d. Scales are provided for weighing cylinders? | ☐ | ☐ |
| e. The chlorine room is equipped with a ventilating fan with a capacity which provides one complete air change per minute in the room? | ☐ | ☐ |
| f. Exhaust fans take suction near the floor? | ☐ | ☐ |
| g. Switches for fans and lights are located outside of the room, at the entrance, with a signal light indicating when the fan is in operation? | ☐ | ☐ |
| h. A heater is provided which has the capability of heating the chlorine room to 60 °F? | ☐ | ☐ |
| i. Chlorine gas lines that extend beyond the chlorine gas room are feed under vacuum? | ☐ | ☐ |

## V. Pumping Facilities N/A

| | Yes | No |
|---|---|---|
| **A. Pump Stations** | | |
| 1. One hundred year flood elevation: _____ | | |
| 2. Site is accessible at all times, regardless of floods? | ☐ | ☐ |
| 3. Site will be graded so as to lead surface drainage away from the station so water will not enter or pool against the building? | ☐ | ☐ |
| 4. Building has outward-opening doors of adequate size? | ☐ | ☐ |
| 5. All floors slope 0.3 inch per foot to a suitable drain? | ☐ | ☐ |
| 6. All construction shall be in accordance with state and local safety, building, electrical, plumbing, and sanitary codes? | ☐ | ☐ |
| 7. Provisions are provided for adequate heating? | ☐ | ☐ |
| 8. Pump house is adequately lighted throughout and all electrical work conforms with requirements of National Electrical Code and the American Insurance Association? | ☐ | ☐ |
| 9. A means of bypassing the pumping station is provided? | ☐ | ☐ |
| 10. Pumping station is equipped with a flow meter? | ☐ | ☐ |
| 11. Controls provide for proper alternation of the pumps? | ☐ | ☐ |
| 12. Booster pumps are equipped and controlled so that: | | |
| a. they will not produce negative pressure in their suction lines? | ☐ | ☐ |
| b. the intake pressure will be at least 20 psi when the pump is in normal operation? | ☐ | ☐ |
| c. the pump will automatically cutoff if the pressure in the suction line falls below 10 psi? | ☐ | ☐ |
| 13. Provisions are made for stand-by emergency power in the event of a power failure? | ☐ | ☐ |

If no explain: _____

_____

| | | |
|---|---|---|
| **B. Pumps** | | |
| 1. Type of pump(s): _____ | | |
| 2. At least two pumps are provided? | ☐ | ☐ |
| 3. With one pump out of service, the remaining pump(s) is(are) capable of providing the maximum daily pumping demand of the system? | ☐ | ☐ |
| 4. A check valve of the non-slam type is located at each pump casing? | ☐ | ☐ |
| 5. A positive closing valve is located on the discharge line after the check valve? | ☐ | ☐ |

| | Yes | No |
|---|---|---|
| 6. Piping is protected against freezing? | ☐ | ☐ |
| 7. Shut-off valves are provided on the suction line to each pump? | ☐ | ☐ |
| 8. Each pump has a standard pressure gauge on its discharge line? | ☐ | ☐ |
| 9. Each pump has a compound pressure gauge on its suction line? | ☐ | ☐ |
| 10. Each pump is provided with smooth nosed sampling cocks on the suction and discharge lines? | ☐ | ☐ |

## VI. Water Storage Facilities N/A

| | Yes | No |
|---|---|---|
| 1. Water storage tank is located near centers of high demand? | ☐ | ☐ |
| 2. One hundred year flood plain elevation: _____ | | |
| 3. Type of storage tank(s): _____ | | |
| 4. Hydraulic analysis is included? | ☐ | ☐ |
| 5. The normal static pressure in the receiving line is _____ | | |
| 6. The normal dynamic pressure in the receiving line is _____ | | |
| 7. Base elevation: _____ | | |
| 8. Low water level elevation: _____ | | |
| 9. Low water level elevation of any other water storage facilities on the distribution system: _____, _____, _____, _____. | | |
| 10. High water level elevation: _____ | | |
| 11. High water level elevation of any other water storage facilities on the distribution system: _____, _____, _____, _____. | | |
| 12. Level controls are provided? | ☐ | ☐ |
| If No explain: _____ | | |
| 13. A vent is provided? | ☐ | ☐ |
| 14. Tank is equipped with an overflow which is brought down to an elevation between 12 and 24 inches above the ground surface? | ☐ | ☐ |

| | Yes | No |
|---|---|---|
| 15. Separate inlet and outlet lines that provide for positive circulation are provided? | ☐ | ☐ |
| If no explain: _____ | | |
| 16. The inlet line terminates at a point between 30% and 50 % of the tank height? | ☐ | ☐ |
| 17. A means of bypassing the tank is provided? | ☐ | ☐ |
| 18. Convenient access to the interior of the tank for cleaning and maintenance is provided? | ☐ | ☐ |
| 19. Type of paint used: _____; Manufacturer: _____ | | |
| 20. Paint proposed is listed by the National Sanitation Foundation as meeting the ANSI/ NSF standards for contact with potable water? | ☐ | ☐ |
| 21. Disinfection in accordance with AWWA C-652 is provided? | ☐ | ☐ |
| 22. Fencing is provided for protection from trespassing? | ☐ | ☐ |

**Professional Engineer's Certification:**

I certify that, to the best of my knowledge, all the information provided in this engineering report form is correct and no significant information necessary for a proper evaluation of the project has been omitted:

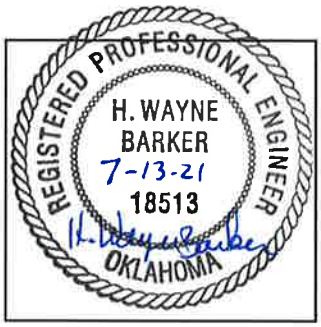
Signature of Professional Engineer: H. Wayne Barker

Date: 7-13-21

Name of Professional Engineer: H. Wayne Barker

State of Oklahoma Professional Engineer No: 18513

Phone No: ( 580 ) 931 - 9045




Seal

DEQ Form No. 626-WER
July 2013

Oklahoma Department of Environmental Quality
Water Quality Division | Phone: 405-702-8100
Construction Permitting Section
707 N. Robinson, OKC, OK 73102-6010
P.O. Box 1677, OKC, OK 73101-1677

**Sanitary Sewer Extensions, Lift Stations, and Force Mains**
**Engineering Report Form**

The Durant Utilities Authority proposes the construction of a sanitary sewer extension(s), lift station(s), and/or force main(s) in the manner indicated by the information contained herein and by the plans, profiles, specifications, and other data attached hereto. The plans and specifications have been approved and signed by the proper city officials or owner and an application for a permit properly executed by the Mayor, Chairman of the Board or owner accompanies this report.

## I. General Information

1. Name of Facility: Durant Utilities Authority
2. Facility Number: S- OK 10602

| | Yes | No |
|---|---|---|
| 3. Is the facility under any legal enforcement? | ☐ | ☑ |

If Yes, Case Number: _____

4. Legal Description: ___ /4, NW /4, NE /4, of Section 25, T- 6 - S, R - 8 - E, I. M. / C. M., Bryan County
5. Population Served by System: 22,917, Actual ☐; Estimated ☒

| | Yes | No |
|---|---|---|
| 6. The entity receiving, transporting, and treating the waste is the applicant? | ☑ | ☐ |
| If No, an application to receive, transport, and treat the wastewater is included? This application must be from the entity that will treat the wastewater | ☐ | ☐ |
| 7. Technical specifications for the sanitary sewer extension(s), lift station(s), and/or force main(s) are provided? | ☑ | ☐ |
| If No, the most current City Ordinances or Standards are referred to? | ☐ | ☐ |

If Yes, the Ordinances/Standards are included or on file with the DWSRF/Construction Permit Section, Water Quality Division, Oklahoma Department of Environmental Quality.

8. The area of the proposed development: 20.05 Acres

| | | |
|---|---|---|
| If area of development is 1 acre or more, has the developer/builder obtained a DEQ Storm Water Construction Permit? | ☐ | ☑ |

Developers/builders are required to obtain a DEQ Storm Water Construction Permit for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. § 2-6-201 et seq.

| | Yes | No |
|---|---|---|
| 9. Proposed sewer line(s) is (are) located on the street side of the lots? | ☐ | ☑ |

If Yes, the following reasons are given:

_____

## II. Sanitary Sewer Line Extension Technical Information

| | | |
|---|---|---|
| 1. A minimum of 30 inches of earth cover is provided? | ☑ | ☐ |
| If No, explain: _____ | | |
| 2. Leakage tests are specified in accordance with OAC 252:656-5-5(b)? | ☑ | ☐ |
| 3. Allowable leakage does not exceed 10 gallons per inch diameter per mile per day? | ☑ | ☐ |
| 4. Deflection tests are specified for all flexible pipe in accordance with OAC 252:656-5-5(a)? | ☑ | ☐ |
| 5. Bedding and backfill in accordance with OAC 252:656-5-3 are specified? | ☑ | ☐ |
| 6. Portion(s) of the proposed sewer system will be at or below normal ground water level? | ☐ | ☑ |
| If yes, describe the portion(s): _____ | | |
| 7. Design velocity(ies) of proposed line(s) at full or half full flow is(are) 2 ft/sec? | ☑ | ☐ |
| If no, explain: _____ | | |
| 8. Are there any possible cross connections between the sanitary sewer and any public water supply? | ☑ | ☐ |
| 9. A minimum of two (2) feet of vertical separation and ten (10) feet of horizontal separation between sewer line and potable waterlines is maintained? | ☑ | ☐ |
| If No, the special provisions of OAC 252:656-5-4(c)(3) are meet? | ☐ | ☐ |
| 10. Are there any existing or proposed water wells within 50 feet of the sewer? | ☐ | ☑ |
| 11. Are there any petroleum storage tanks within 50 feet of the sewer? | ☐ | ☑ |
| 12. Are there any stream crossings? | ☐ | ☑ |
| If Yes, do the plans and/or specifications contain all the requirements of OAC 252:656-5-4(e)? | ☐ | ☐ |

If no, explain: _____

| | Yes | No |
|---|---|---|
| 13. Are there any aerial crossings? | ☐ | ☑ |
| If Yes, do the plans and/or specifications contain all the requirements of OAC 252:656-5-4(d)? | ☐ | ☐ |

If no, explain: _____

14. Sewer line materials:

| | Diameter (inches) | Length (feet) | Material |
|---|---|---|---|
| 1. | 8" Gravity | 2598 LF | PVC ASTM D3034 SDR 26 |
| 2. | | | |
| 3. | | | |
| 4. | | | |

| | | |
|---|---|---|
| 15. Detailed specifications list ASTM standards for all pipe, material, and construction methods in accordance with OAC 252:656-5-3(a)? | ☑ | ☐ |

16. Estimated flow for each line: Line A 3000 gpd, Line B 5250 gpd, Line C 1000 gpd

17. Manholes:

| | | |
|---|---|---|
| a. Sewer invert elevations are shown to the nearest 0.01 feet? | ☑ | ☐ |
| b. Manholes are numbered and top of manhole rim elevation is shown to the nearest 0.1 feet? | ☑ | ☐ |

If no explain: _____

| | | |
|---|---|---|
| c. Manholes have a minimum 48 - inch inside diameter? | ☑ | ☐ |
| d. Manhole bases are a minimum of eight (8) inches thick and extend at least 4 inches beyond the manhole wall? | ☑ | ☐ |
| e. The strength of the concrete material used to construct manholes is 3000 psi or greater? | ☑ | ☐ |
| f. Precast reinforced concrete manholes conform to ASTM C-478? | ☑ | ☐ |
| g. Inlet and outlet lines are joined to the manhole with a water tight connection that allows for differential settlement of the pipe and the manhole to take place in accordance with OAC 252:656-5-4(g)(4)? | ☑ | ☐ |
| h. Are there brick or concrete block manholes? | ☐ | ☑ |

* Brick or concrete block manholes will not be approved in accordance with OAC 252:656-5-3(f)

| | Yes | No |
|---|---|---|
| 18. Receiving line: | | |
| a. Size of receiving line: 8" | | |
| b. Hydraulic capacity of receiving line: 1.15 CFS / 431 gpm | | |
| c. Current peak flow in receiving line: 0.68 CFS / 306.06 GPM | | |
| 19. Six inch sewer line(s) is(are) proposed? | ☐ | ☑ |
| If yes, explain: _____ | | |
| 20. The proposed sewer line(s) is (are) located upstream of an existing or proposed lift station? | ☐ | ☑ |
| If yes, the following information is required: | | |
| a. Location of existing or proposed lift station(s): _____ | | |
| b. Lift station design capacity: _____ | | |
| c. Existing flow at lift station: _____ | | |
| d. Records indicate that the lift station has experienced bypasses caused by inadequate capacity? | ☐ | ☐ |
| If Yes, have plans and specifications been submitted for the suitable improvements to be made to the lift station? | ☐ | ☐ |

## III. Lift Station and Force Main Technical Information

| **A. Lift Station:** | Yes | No |
|---|---|---|
| 1. Design capacity of proposed lift station(s): _____ , _____ | | |
| 2. Number of pumps in the proposed lift station(s): _____ , _____ | | |
| 3. Emergency operation: | | |
| One of the following must be provided: | | |
| a. Telemetry and a standby generator (automatically startup and operation in the event of a power failure) are provided? | ☐ | ☐ |
| b. Four hours of storage above the alarm level, telemetry, and a portable pump or generator is provided? | ☐ | ☐ |
| c. Twenty-four (24) hours of storage above the alarm level with an audio/visual alarm system is provided? | ☐ | ☐ |

| | Yes | No |
|---|---|---|
| 4. Pump specifications: | | |
| a. Pump Number: _____, _____, _____ | | |
| b. Type of pump: _____, _____, _____ | | |
| c. Pump capacity: _____, _____, _____ | | |
| d. TDH head: _____, _____, _____ | | |
| e. Diameter of Suction Line: _____, _____, _____ | | |
| 5. Pumps can be removed with out dewatering or manually disconnecting any piping in the well? | ☐ | ☐ |
| 6. Pumps are capable of passing a three (3) inch sphere? | ☐ | ☐ |
| 7. Pumps are closed coupled or submersible? | ☐ | ☐ |
| 8. Electrical equipment and controls located in enclosed areas meets National Electrical Code for hazardous conditions? | ☐ | ☐ |
| 9. Pumps automatically alternate? | ☐ | ☐ |
| 10. Pumps, motors, and other mechanical and electrical equipment can be easily removed without entering the wet well? | ☐ | ☐ |
| 11. Shut-off valves are located on discharge lines of each pump between the pump and the valve? | ☐ | ☐ |
| 12. Check valves are located on discharge lines of each pump? | ☐ | ☐ |
| 13. Valving is located in a separate pit? | ☐ | ☐ |
| 14. A vent is provided? | ☐ | ☐ |
| 15. Wet well floor has a minimum slope of 1 to 1 to the pump inlets? | ☐ | ☐ |
| 16. Flood elevation: 25 year _____ ft. and 100 year _____ ft. | | |

| **B. Force Main:** | Yes | No |
|---|---|---|
| 1. Diameter of force main(s): _____, _____, _____ | | |
| 2. Length of force main(s): _____, _____, _____ | | |
| 3. Force main material: PVC ASTM D2241 SDR21, 200PSI, _____, _____ | | |
| 4. Calculated velocity in force main (ft/sec): _____, _____, _____ | | |
| 5. Leakage tests on the force main are specified? | ☐ | ☐ |
| 6. Air relief valves are positioned at the high points in the force main? | ☐ | ☐ |

| | Yes | No |
|---|---|---|
| 7. Force main reaction blocking is provided? | ☐ | ☐ |
| 8. Force main terminates in the receiving manhole not more than 2 feet above flow line? | ☐ | ☐ |

**Professional Engineer's Certification:**

I certify that, to the best of my knowledge, all the information provided in this engineering report form is correct and no significant information necessary for a proper evaluation of the project has been omitted:

Signature of Professional Engineer: H. Wayne Barker Date: 7-13, 2021

Name of Professional Engineer: H. Wayne Barker

State of Oklahoma Professional Engineer No: 18513

Phone No.: (580) 931-9045

REGISTERED PROFESSIONAL ENGINEER
H. WAYNE BARKER
7-13-21
18513
H. Wayne Barker
OKLAHOMA

Seal

October 4, 2023

Kinion Whittington
Mid Continental Excavation
1706 DELIVERY LN
Durant, OK 74701

Re: Authorization for Stormwater Discharge from Construction or Land Disturbing Activity
Authorization Number: OKR1033803

Dear Kinion Whittington:

The new Notice of Intent (NOI) for the facility listed below was received on November 16, 2022 and processed by the Oklahoma Department of Environmental Quality. Enclosed is an authorization allowing you to discharge stormwater associated with construction or land disturbing activities under the terms and conditions in accordance with Oklahoma Pollutant Discharge Elimination System Act (OPDES) Stormwater General Permit OKR10 for the following site located in Bryan County.

Facility:
**Kash Acres - Wilson & Larkspur**
**S of Wilson St .2 miles W of Larkspur Ln**
**Durant, OK 74701**

Sites that remain active one year from the effective date of the authorization will be invoiced for the next full permit year.

Please note: Once this project is complete and stabilized, you may terminate this permit by submitting a Notice of Termination (NOT) form to the Oklahoma Department of Environmental Quality.

If you have any questions regarding this permit or the Stormwater Program, please call Sandra Purvis of the Environmental Complaints and Local Services Division at (405)702-6182.

Sincerely,

Sandra K. Purvis

Sandra K. Purvis
Environmental Complaints and Local Services

Enclosures

# Oklahoma Department of Environmental Quality
# Authorization to Discharge Under the OPDES Stormwater Construction General Permit OKR10

AUTHORIZATION NO. **OKR1033803**

In compliance with the Oklahoma Pollution Discharge Elimination System (OPDES) Act 27A O.S. §2-6-201, the Rules of the Department of Environmental Quality (DEQ), and in reliance on the certified statements and representations heretofore made in its application,

**Mid Continental Excavation**
**1706 DELIVERY LN**
**Durant, OK 74701**

Is authorized to discharge stormwater from a construction site located in **Bryan** County at

**Kash Acres - Wilson & Larkspur**
**S of Wilson St .2 miles W of Larkspur Ln**
**Durant, OK 74701**

The receiving body of water is Chuckwa Creek.

The OPDES requires permittees to have a Stormwater Pollution Prevention Plan (SWP3) which includes a description of appropriate sediment control measures. These are applicable to your construction site, which is subject to inspection. Proof of this authorization must be available at the construction site.
The Authorization shall become effective **December 23, 2022** and will expire at midnight October 17, 2027.

All terms and conditions of the modified OPDES Stormwater Construction General Permit OKR10, as published on October 18, 2022, shall apply to the recipient of this authorization.

Matt Pace, Environmental Programs Manager

Environmental Complaints and Local Services Division

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Brandi Nelson, HR Manager |
| **Re:** | Consider Entering into Executive Session to Discuss Protected Information as It Pertains to Debra Mealor's OkMRF Application for Retirement Benefit.This Executive Session Authorized by Title 25, Section 307 B(7) of the Oklahoma State |

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Consider Entering into Executive Session to Discuss Protected Information as it Pertains to Debra Mealor's OkMRF Application for Retirement Benefit.

**Council Information / Action Requested**

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

**ATTACHMENTS:**

# The City of Durant

**Memorandum**

| | |
|---|---|
| **Date:** | 10/10/2023 |
| **To:** | Mayor and City Council |
| **From:** | Cynthia Price, City Clerk |
| **Re:** | Consider Action Pursuant to Executive Session Item 5(a). |

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**Council Information / Action Requested**

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

**ATTACHMENTS:**