

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**

November 14, 2023

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

CITIZEN COMMENTS

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

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of October 10, 2023
- b. Consider Approval of Budget Supplements 2024-5
- c. Consider Approval of Schedule of Regular Meetings for Durant City Council for Calendar Year 2024
- d. Consider Approval of 2024 City of Durant Holiday Schedule

- e. Consideration, Discussion and Possible Action to Accept the 2023 Bureau of Justice Assistance Bulletproof Vests Partnership Grant Award in the Amount of \$12,325 as Partial Funding to Purchase Approximately 29 Vests for the Durant Police Department

2. Consider Items Removed from Consent

3. Information Items

- a. September 2023 Financial Statements AND October 2023 Sales Tax Report

4. Administration

- a. Consider and Take Action with Respect to a Resolution of the City Council of the City of Durant, Oklahoma (the "City") Approving Action Taken by the Durant City Utilities Authority (the "Authority") Authorizing Issuance, Sale and Delivery of Its Clean Water SRF Promissory Note to Oklahoma Water Resources Board; Ratifying and Confirming a Lease Agreement, as Amended; Ratifying, Confirming and Approving a Sales Tax Agreement By and Between the City and the Authority Pertaining to a Year-to-Year Pledge of Certain Sales Tax Revenue; and Containing Other Provisions Related Thereto (R-2023-24)
- b. Consider Approval of Additional Incentive for Allied Stone
- c. Consider Approval of Assignment of Lease from Trussworks, LLC. to Trussworks Operations, LLC. and Approval of Five Year Lease Extension at \$6,000 Per Month
- d. Discussion, Consideration and Possible Action on Acceptance of a Loan from Durant Industrial Authority to Durant Airport Authority in the amount of \$900,000
.
- e. Consider Approval of Fair Labor Standards Act Adjustment to Fraternal Order of Police Lodge 113 Collective Bargaining Agreement and Authorize Interim City Manager to Sign
- f. Discussion, Consideration and Possible Approval for TOPS Contract Number 230202 to Have Hellas Construction Resurface Durant Multi Sport Complex Track for \$331,905
- g. Discussion, Consideration and Possible Action on Reallocation of Capital Improvement Funds for the Purchase and Install of Security Upgrades and Cameras for the Airport.
- h. Discussion, Consideration and Possible Action on PC2023-30, a Conditional Use Permit Request from Tillman Infrastructure and AT&T for Property Located Near Cemetery Road
- i. Discussion, Consideration and Possible Action on PC2023-31, a Final Plat Request by Tim Attaway for Property Located Near Peppernut Lane and Redbud Lane

- j. 17980 CDBG-Small Cities 20 Water Treatment Plant SCADA Improvements (C-2020-68 GC)
 - A. Consideration, Discussion and Possible Action to Approve Resolution R-2023-22 for Proof of Public Hearing.
 - B. Consideration, Discussion and Possible Action to Accept the Water Treatment Plant - SCADA Improvements 17980 CDBG Small Cities 20 Project as Successfully Complete.
 - C. Consideration, Discussion and Possible Action to Approve the 17980 CDBG Small Cities 20 Closeout Documents.
- k. Discussion, Consideration, and Possible Action to Approve Change Order No. 1 to Modify Contract C-2021-68 GEN with Dave's Electrical Service & Systems Extending Contract Completion Date for the Generator Project at the Weather Radar site from July 17, 2023 to December 31, 2023.

5. Public Hearings

- a. Closeout Public Hearing for 17980 Community Development Block Grant (CDBG) Small Cities 20, Completing the Water Treatment Plant – Supervisory Control and Data Acquisition (SCADA) Improvements (C-2020-68 GC)

6. Executive Session

- a. Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claim Against the City of Durant: Hammond v. City of Durant, Oklahoma (CJ-2022-165); (This Executive Session Authorized by Title 25, Section 307(B)(4) of the Oklahoma State Statutes).
- b. Consider Action Pursuant to Agenda Item 6(a).

7. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 4:35 p.m. on the 9th day of November, 2023.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of October 10, 2023

Council Information / Action Requested

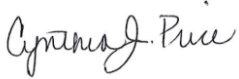
Approval of Meeting Minutes of October 10, 2023

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

ATTACHMENTS:

1. Durant City Council Minutes 10102023 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 4:40 p.m. on the 5th day of October, 2023.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
October 10, 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 Martin Tucker
City Attorney Tom Marcum
Interim City Manager Rick Rumsey
City Clerk Cynthia J. Price

Absent:

Council Member Mike Simulescu

PRESENTATIONS

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

The following employees were presented with an Employee Service Award for 3rd Quarter 2023:

5 YEARS

Frank Enea (Water Treatment Plant): Certificate, Pin, \$50.00
Anthony Smallwood (Water Treatment Plant): Certificate, Pin, \$50.00
Betty Willhite (Finance): Certificate, Pin, \$50.00

15 YEARS

Brandon Carbaugh (Police): Certificate, Pin, \$150
Nathan Hart (Fire): Certificate, Pin, \$150

CITIZEN COMMENTS

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Maridel Powell - Municipal lien against her property.

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of 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)

Motion To: Approve Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

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

Motion To: Approve Contract with Retail Strategies for Retail Recruitment Services in the Amount of \$40,000

Motion By: Danny Sherrer

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

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

Motion To: Approve Equipment Financing with American Nation Bank for Spartan Fire Engine Truck

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

- 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)

Motion To: Approve 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)

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

- 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

Motion To: Approve Play and Park Structures OK State Contract #SWC0111 to Purchase and Install a New Playground Structure at Dixon Durant Park

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

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

Motion To: Accept FY 2023-2024 EMPG Grant Award of \$40,000.00 from the Oklahoma Department of Emergency Management

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

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

Motion To: Accept the Office of Homeland Security 2023 Homeland Security Grant Program #1550.050 Award in the Amount of \$8,500.00

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

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

Motion To: Accept Proposal for Renewal of Excess Insurance with Arch Insurance Company

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

- 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

Motion To: Approve 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

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

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

Motion To: Approve The Interim City Manager's Plan To Advertise Property Located At 301 N. Sixteenth, Durant, OK For \$325,000 In A Sealed Bid To Be Opened In 30 Days Per Instructions To Be Published

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

j. Consider Disposal of Surplus Property of Public Safety Departments

Motion To: Approve Disposal of Surplus Property of Public Safety Departments

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

k. Consideration Approval of Small Business Grants

Motion To: Approve Small Business Grant of Main Street Chiropractic LLC in the Amount of \$5,000.00; Approve Small Business Grant of LaGruta in the Amount of \$5,000.00; Approve Small Business Grant of Wright's Drive In LLC in the Amount of \$5,000.00

Motion By: Danny Sherrer

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

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)

Motion To: Approve Sketch Plat Request for Goad Construction Inc. & Dale Goad Construction Inc. with 50 Foot Street Width and Assuming 96 Foot Cul-De-Sac for PC-2023-24

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

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)

Motion To: Approve Revised Planned Unit Development Request for Cope Equities for Property Located Near Gerlach Drive and Carl Albert Drive (PC2023-27) Contingent Upon Increasing Parking to 2.5 Spaces Per Unit as Recommended by the Planning Commission to Maintain the Ordinance Requirement

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

- 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.

Motion To: Approve Ordinance O-2023-18, Section 1

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2023-18, Section 2, Emergency Clause

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

- 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)

Motion To: Approve Resolution R-2023-20

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

- 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)

Motion To: Approve Final Plat Request for Midcontinental Real Estate for Property Located Near Wilson Street and Larkspur Lane (PC2023-29) With Exception of Sidewalks so Kinion Whittington Can Move Forward With Project and Stop Drainage

Motion By: Lauran Fuller

Seconded By: Martin Tucker

Ayes: Fuller, Miller, Tucker

Nays: Sherrer

Abstain: None

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

Motion To: Consider Entering into Executive Session

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

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

Motion To: Approve Payment of OkMRF Retirement Benefit to Debra Mealor

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None

6. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements 2024-5

Consider Approval of Budget Supplements BA 24-5

#209 APPROPRIATE FUNDS OF GF VEHICLE & STREET LIGHTING MAINT, LIBRARY SYS FEES INCREASE

#210 APPROPRIATE FUNDS OF IT ANNUAL CONTRACT INCREASE

#211 APPROPRIATE FUNDS OF CAPITAL IMPROV. TRUCK PRICE INCREASE

#212 APPROPRIATE FUNDS OF DIA TRANSFER FROM ECON. DEV. FOR SMALL BUSINESS GRANT AND AIRP. AUTH. LOAN

#213 APPROPRIATE FUNDS OF ECON. DEV. SMALL BUSINESS GRANT & AIRP. AUTHORITY 15 YEARS LOAN

#214 APPROPRIATE FUNDS OF AIRPORT HANGAR DOOR REPAIR, PRIVATE DONATION -TRUNK OR TREAT

#215 APPROPRIATE FUNDS OF PENDLETON TRUST MONTHLY REVENUE

#216 APPROPRIATE FUNDS OF CEMETERY OPERATION NEW 43 DIRECTIONAL SIGN

#217 APPROPRIATE FUNDS OF DCUA PAYROLL PROCESS & TRAINING NEW PAYROLL CLERK

Council Information / Action Requested

Approval of BA 24-5

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

ATTACHMENTS:

1. BA 24-5-29-37 Budget Adjustment Register



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT05557 - BA 24-5- 29-36 11/14/2023

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000209	FY 23/24 ORIGINAL BUDGET	BA24-5-29 GF FD T.LIBRY,PARK,STRT LIGHT	11/14/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-000-301-1000	BEGINNING UNENCUMBERED	BA24-5-29 GF CM,PR PROCESS, TRAIN,FUL M...	-2,896,204.56	-56,000.00	-2,952,204.56
November: -56,000.00					
001-000-361-4000	MISC. REVENUE	BA24-5-29 GF FD VEHCL OMAG CHECK-STREET...	-12,412.00	-85,750.00	-98,162.00
November: -85,750.00					
001-000-361-4000	MISC. REVENUE	BA24-5-29 GF DONATION EMPLOYEE EVENTS	-12,412.00	-2,000.00	-14,412.00
November: -2,000.00					
001-001-530-3051	CONTRACT LABOR	BA24-5-29 GF CM SEARCH PROCESS	5,000.00	39,000.00	44,000.00
November: 39,000.00					
001-008-550-5663	VEHICLE MAINTENANCE	BA24-5-29 GF FD VEHCL MAINT.	42,168.50	28,250.00	70,418.50
November: 28,250.00					
001-009-550-5852	FUEL	BA24-5-29 GF PARKS SPECIAL PROJECT FUEL	30,000.00	4,935.00	34,935.00
November: 4,935.00					
001-009-560-6424	SPECIAL PROJECTS	BA24-5-29 GF STREETS SPECAIL PROJECT VEHI...	12,735.00	-12,735.00	0.00
November: -12,735.00					
001-015-530-3051	CONTRACT LABOR	BA24-5-29 GF LIBRY SYSTEM FEES INCREASE	10,000.00	-5,000.00	5,000.00
November: -5,000.00					
001-015-550-5655	MAINTENANCE CONTRACT	BA24-5-29 GF LIBRARY SYSTM FEE INCREASES	7,400.00	5,000.00	12,400.00
November: 5,000.00					
001-016-550-5673	SIGNAL LIGHT MAINTENANCE	BA24-5-29 GF STREET TRAFFIC LIGHT REPAIR	55,000.00	85,750.00	140,750.00
November: 85,750.00					
001-017-510-1100	SALARIES AND WAGES	BA24-5-29 GF ECON. DV. ADM INTERIM BUNTZ	80,150.08	-50,000.00	30,150.08
November: -50,000.00					
001-017-530-3051	CONTRACT LABOR	BA24-5-29 GF ECON. DV. ADM INTERIM BUNTZ	11,300.00	50,000.00	61,300.00
November: 50,000.00					
001-019-520-2130	PRORATED AUDIT FEES	BA24-5-29 GF PR PROCESS & TRAINING	60,280.00	15,000.00	75,280.00
November: 15,000.00					
001-019-550-5805	ASSOCIATION MEMBERSHIPS	BA24-5-29 GF MEMBERSHIP	35,000.00	1,000.00	36,000.00
November: 1,000.00					
001-019-550-5852	GENERAL GOV COMMON FUEL...	BA24-5-29 GF FUEL	0.00	1,000.00	1,000.00
November: 1,000.00					
001-019-570-7012	EMPLOYEE EVENT PROGRAM	BA24-5-29 GF DONATION EMPLOYEE EVENTS	5,000.00	2,000.00	7,000.00
November: 2,000.00					
001-019-570-7800	FUND RESERVE	BA24-5-29 GF FD VEHCL MAINT.	250,000.00	-28,250.00	221,750.00
November: -28,250.00					
001-019-599-0150	TRSF TO CAPITAL IMPR. FUND	BA24-5-29 GF PARKS TO CI TRUCK	0.00	7,800.00	7,800.00
November: 7,800.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000210	FY 23/24 ORIGINAL BUDGET	BA 24-5-30 IT ANNUAL CONTRACT INCREASE	11/14/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
010-000-301-1000	BEGINNING UNENCUMBERED	BA 24-5-30 IT ANNUAL CONTRACT INCREASE	-115,073.00	-3,100.00	-118,173.00
November: -3,100.00					

Budget Adjustment Register

Packet: GLPKT05557 - BA 24-5- 29-36 11/14/2023

010-020-530-3089	WEBSITE SERVICES	BA 24-5-30 IT ANNUAL CONTRACT INCREASE	12,000.00	1,500.00	13,500.00
November:	1,500.00				
010-020-550-5860	MASS NOTIFICATION SYSTEM	BA 24-5-30 IT ANNUAL CONTRACT INCREASE	3,500.00	100.00	3,600.00
November:	100.00				
010-020-550-5861	MINOR TOOLS AND EQUIPMENT	BA 24-5-30 IT ANNUAL CONTRACT INCREASE	500.00	1,500.00	2,000.00
November:	1,500.00				

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000211	FY 23/24 ORIGINAL BUDGET	BA 24-5-31 CI PROJECT PRICE INCREASE	11/14/2023		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-364-0010	TRSF FROM GENERAL FUND	BA 24-5-31 CI PROJECT PRICE INCREASE	0.00	-7,800.00	-7,800.00
November:	-7,800.00				
015-000-364-3300	EQUIPMENT FINANCING	BA 24-5-31 CI LOAN FROM DIA FOR AIRP HAN...	-1,559,000.00	-900,000.00	-2,459,000.00
November:	-900,000.00				
015-009-560-6315	1-TON TRUCK W/ DUMP BED	BA 24-5-31 CI SPCL. PROJECT PRICE INCREASE	38,000.00	7,800.00	45,800.00
November:	7,800.00				
015-065-560-6200	FY24 HANGAR BUILDING PROJ...	BA 24-5-31 CI HANGAR PROJECT	0.00	900,000.00	900,000.00
November:	900,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000212	FY 23/24 ORIGINAL BUDGET	BA 24-5-32 DIA SMALL BUSN. GRANT	11/14/2023		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
020-000-364-1101	TRSF FROM ECONOMIC (110) R...	BA 24-5-32 DIA SMALL BUSN. GRANT	0.00	-15,000.00	-15,000.00
November:	-15,000.00				
020-000-364-2800	TRANSFER FROM ECONOMIC-D...	BA 24-5-32 DIA TO AIRPORT AUTH. LOAN	-30,415.10	-900,000.00	-930,415.10
November:	-900,000.00				
020-067-560-6216	FY24 AIR. AUTH. HANGAR PROJ...	BA 24-5-32 DIA AIRP. AUTH. HANGAR PROJECT	0.00	900,000.00	900,000.00
November:	900,000.00				
020-067-570-7011	SMALL BUSINESS GRANT	BA 24-5-32 DIA SMALL BUSN. GRANT	0.00	15,000.00	15,000.00
November:	15,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000213	FY 23/24 ORIGINAL BUDGET	BA24-5-33 110 LOAN TO 206, & SMAL BUS. GRANT	11/14/2023		

Summary Description: SMALL BUSINESS GRANT \$15K & LOAN TO AIRPORT BUILD HANGAR \$900K

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
110-017-560-6021	FUTURE PROJECTS	BA24-5-33 110 LOAN TO 206, & SMAL BUS. G...	3,686,012.13	-900,000.00	2,786,012.13
November:	-900,000.00				
110-017-570-7800	FUND RESERVE	BA24-5-33 110 LOAN TO 206, & SMAL BUS. G...	48,028.18	-15,000.00	33,028.18
November:	-15,000.00				
110-017-599-0200	TRSF TO DIA (REIMB FOR EXPE...	BA24-5-33 110. LOAN TO 206, & SMAL BUS. G...	0.00	15,000.00	15,000.00
November:	15,000.00				
110-017-599-0201	TRANSFER TO DIA - DEBT PMTS	BA24-5-33 110 LOAN TO 206, & SMAL BUS. G...	30,415.10	900,000.00	930,415.10
November:	900,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000214	FY 23/24 ORIGINAL BUDGET	BA24-5-34 FUND206 REPAIR & DONATION	11/14/2023		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
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Budget Adjustment Register**Packet: GLPKT05557 - BA 24-5- 29-36 11/14/2023**

206-000-361-4000	MISC. REVENUE	BA24-5-34 FUND206 HANGAR DOOR REPAIR-...	-14,920.00	-42,789.00	-57,709.00
November:	-42,789.00				
206-000-361-6100	PRIVATE DONATION	BA24-5-34 FUND206 DONATION-BROWN ENT. ...	0.00	-150.00	-150.00
November:	-150.00				
206-065-550-5659	HANGARS BLDG. MAINTENANCE	BA24-5-34 FUND206 DOOR REPAIR	22,920.00	42,789.00	65,709.00
November:	42,789.00				
206-065-570-7010	MISC. EXPENDITURES	BA24-5-34 FUND206 TRUNK OR TREAT	2,000.00	150.00	2,150.00
November:	150.00				

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000215	FY 23/24 ORIGINAL BUDGET	BA24-5-35 PENDLETON TRUST BASA, CITATION	11/14/2023		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-361-1000	INTEREST EARNINGS	BA24-5-35 PENDLETON TRUST BASA,	-700.00	-5,659.00	-6,359.00
November:	-5,659.00				
350-000-361-1000	INTEREST EARNINGS	BA24-5-35 PENDLETON TRUST CITATION	-700.00	-447.00	-1,147.00
November:	-447.00				
350-015-550-5605	PENDLETON TRUST MAINT/PR...	BA24-5-35 PENDLETON TRUST BASA, CITATION	303,702.00	6,106.00	309,808.00
November:	6,106.00				

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000216	FY 23/24 ORIGINAL BUDGET	BA224-5-37 CEMETERY OP FOR 43 DIRECTION SIGN	11/14/2023		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
610-000-301-1000	BEGINNING UNENCUMBERED	BA224-5-37 CEMETERY OP FOR 43 DIRECTION S..	-10,635.08	-351.00	-10,986.08
November:	-351.00				
610-050-570-7010	MISC. EXPENDITURES	BA224-5-37 CEMETERY OP FOR 43 DIRECTION S..	500.00	351.00	851.00
November:	351.00				

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000217	FY 23/24 ORIGINAL BUDGET	BA24-5-36-1 PR PROCESS & TRAINING	11/14/2023		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-000-301-1000	BEGINNING UNENCUMBERED	BA24-5-36-1 PR PROCESS & TRAINING	-65,390.00	-15,000.00	-80,390.00
November:	-15,000.00				
405-030-520-2130	PRORATED AUDIT FEES	BA24-5-36-1 PR PROCESS & TRAINING	79,358.00	15,000.00	94,358.00
November:	15,000.00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
24	FY 23/24 ORIGINAL BUDGET	001-000-301-1000	BEGINNING UNENCUMBERED	-2,896,204.56	-56,000.00	-2,952,204.56
		001-000-361-4000	MISC. REVENUE	-12,412.00	-87,750.00	-100,162.00
		001-001-530-3051	CONTRACT LABOR	5,000.00	39,000.00	44,000.00
		001-008-550-5663	VEHICLE MAINTENANCE	42,168.50	28,250.00	70,418.50
		001-009-550-5852	FUEL	30,000.00	4,935.00	34,935.00
		001-009-560-6424	SPECIAL PROJECTS	12,735.00	-12,735.00	0.00
		001-015-530-3051	CONTRACT LABOR	10,000.00	-5,000.00	5,000.00
		001-015-550-5655	MAINTENANCE CONTRACT	7,400.00	5,000.00	12,400.00
		001-016-550-5673	SIGNAL LIGHT MAINTENANCE	55,000.00	85,750.00	140,750.00
		001-017-510-1100	SALARIES AND WAGES	80,150.08	-50,000.00	30,150.08
		001-017-530-3051	CONTRACT LABOR	11,300.00	50,000.00	61,300.00
		001-019-520-2130	PRORATED AUDIT FEES	60,280.00	15,000.00	75,280.00
		001-019-550-5805	ASSOCIATION MEMBERSHIPS	35,000.00	1,000.00	36,000.00
		001-019-550-5852	GENERAL GOV COMMON FUEL CO...	0.00	1,000.00	1,000.00
		001-019-570-7012	EMPLOYEE EVENT PROGRAM	5,000.00	2,000.00	7,000.00
		001-019-570-7800	FUND RESERVE	250,000.00	-28,250.00	221,750.00
		001-019-599-0150	TRSF TO CAPITAL IMPR. FUND	0.00	7,800.00	7,800.00
		010-000-301-1000	BEGINNING UNENCUMBERED	-115,073.00	-3,100.00	-118,173.00
		010-020-530-3089	WEBSITE SERVICES	12,000.00	1,500.00	13,500.00
		010-020-550-5860	MASS NOTIFICATION SYSTEM	3,500.00	100.00	3,600.00
		010-020-550-5861	MINOR TOOLS AND EQUIPMENT	500.00	1,500.00	2,000.00
		015-000-364-0010	TRSF FROM GENERAL FUND	0.00	-7,800.00	-7,800.00
		015-000-364-3300	EQUIPMENT FINANCING	-1,559,000.00	-900,000.00	-2,459,000.00
		015-009-560-6315	1-TON TRUCK W/ DUMP BED	38,000.00	7,800.00	45,800.00
		015-065-560-6200	FY24 HANGAR BUILDING PROJECT	0.00	900,000.00	900,000.00
		020-000-364-1101	TRSF FROM ECONOMIC (110) REI...	0.00	-15,000.00	-15,000.00
		020-000-364-2800	TRANSFER FROM ECONOMIC-DEBT	-30,415.10	-900,000.00	-930,415.10
		020-067-560-6216	FY24 AIR. AUTH. HANGAR PROJECT	0.00	900,000.00	900,000.00
		020-067-570-7011	SMALL BUSINESS GRANT	0.00	15,000.00	15,000.00
		110-017-560-6021	FUTURE PROJECTS	3,686,012.13	-900,000.00	2,786,012.13
		110-017-570-7800	FUND RESERVE	48,028.18	-15,000.00	33,028.18
		110-017-599-0200	TRSF TO DIA (REIMB FOR EXPENSE	0.00	15,000.00	15,000.00
		110-017-599-0201	TRANSFER TO DIA - DEBT PMTS	30,415.10	900,000.00	930,415.10
		206-000-361-4000	MISC. REVENUE	-14,920.00	-42,789.00	-57,709.00
		206-000-361-6100	PRIVATE DONATION	0.00	-150.00	-150.00
		206-065-550-5659	HANGARS BLDG. MAINTENANCE	22,920.00	42,789.00	65,709.00
		206-065-570-7010	MISC. EXPENDITURES	2,000.00	150.00	2,150.00
		350-000-361-1000	INTEREST EARNINGS	-700.00	-6,106.00	-6,806.00
		350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	303,702.00	6,106.00	309,808.00
		405-000-301-1000	BEGINNING UNENCUMBERED	-65,390.00	-15,000.00	-80,390.00
		405-030-520-2130	PRORATED AUDIT FEES	79,358.00	15,000.00	94,358.00
		610-000-301-1000	BEGINNING UNENCUMBERED	-10,635.08	-351.00	-10,986.08
		610-050-570-7010	MISC. EXPENDITURES	500.00	351.00	851.00
24 Total:				126,219.25	0.00	126,219.25
Grand Total:				126,219.25	0.00	126,219.25

Fund Summary

Fund	Before	Adjustment	After
Budget Code:24 - FY 23/24 ORIGINAL BUDGET Fiscal: 2023-2024			
001	-2,304,582.98	0.00	-2,304,582.98
010	-99,073.00	0.00	-99,073.00
015	-1,521,000.00	0.00	-1,521,000.00
020	-30,415.10	0.00	-30,415.10
110	3,764,455.41	0.00	3,764,455.41
206	10,000.00	0.00	10,000.00
350	303,002.00	0.00	303,002.00
405	13,968.00	0.00	13,968.00
610	-10,135.08	0.00	-10,135.08
Budget Code 24 Total:	126,219.25	0.00	126,219.25
Grand Total:	126,219.25	0.00	126,219.25



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Schedule of Regular Meetings for Durant City Council for Calendar Year 2024

Council Information / Action Requested

Approval of Schedule of Regular Meetings for Durant City Council for Calendar Year 2024

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

ATTACHMENTS:

1. 2024 City Council, DCUA, DAA, DDA

**Schedule of Regular Meetings for
Durant City Council,
The Durant City Utilities Authority (DCUA)
Durant Airport Authority (DAA)
*Durant Development Authority (DDA)**

Calendar Year 2024

Second Tuesday each month, unless otherwise noted

DATE	TIME	LOCATION
*January 9	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
February 13	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
March 12	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
*April 9	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
May 14	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
June 11	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
*July 9	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
August 13	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
September 10	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
*October 8	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
November 12	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
December 10	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110

* Durant Development Authority
Meets on Quarterly Basis

Filed By:
Rick Rumsey, Interim City Manager
Durant City Hall
P.O. Box 578
Durant, OK 74702-0578
(580) 931-6605

Filed in the office of the Durant City
Clerk on November 14, 2023.

Cynthia J. Price, City Clerk
Cynthia J. Price, City Clerk



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of 2024 City of Durant Holiday Schedule

Council Information / Action Requested

Approval of 2024 City of Durant Holiday Schedule

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

ATTACHMENTS:

1. 2024 Holiday Schedule



THE CITY OF DURANT

Office of the City Manager

Memorandum

Date: November 14, 2023
To: Mayor and City Council
From: Rick Rumsey, Interim City Manager
Re: 2024 City of Durant Holiday Schedule

The proposed holiday schedule will apply to all city employees. Holiday leave will not be granted until after the holiday has been accrued.

City of Durant Holidays for 2024

New Year's Holiday	Monday	January 1	Observed
Martin Luther King Jr.	Monday	January 15	Observed 3 rd Monday
President's Day	Monday	February 19	Observed 3 rd Monday
Good Friday	Friday	March 29	Observed Friday Before Easter
Memorial Day	Monday	May 27	Observed Last Monday
Juneteenth	Wednesday	June 19	Observed
Independence Day	Thursday	July 4	Observed
Labor Day	Monday	September 2	Observed 1 st Monday
Indigenous Peoples Day	Monday	October 14	Observed 2 nd Monday
Veterans Day	Monday	November 11	Observed
Thanksgiving	Thurs-Fri	November 28-29	Observed 4 th Thursday
Christmas Holiday	Tues -Weds	December 24-25	Observed



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Consideration, Discussion and Possible Action to Accept the 2023 Bureau of Justice Assistance Bulletproof Vests Partnership Grant Award in the Amount of \$12,325 as Partial Funding to Purchase Approximately 29 Vests for the Durant Police Department

The grant award notice was received September 29th for the amount of \$12,325. This project has a two-year grant period through August 31, 2025 and requires a minimum 1:1 cash match for each vest purchased.

Council Information / Action Requested

Accept the 2023 Bureau of Justice Assistance Bulletproof Vests Partnership Grant Award in the Amount of \$12,325 as Partial Funding to Purchase Approximately 29 Vests for the Durant Police Department.

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

Grants Department will work with the Durant Police Department to complete the project successfully.

ATTACHMENTS:

1. 2023 BJA Bulletproof Vests Grant Award



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

OJP Communications sent this bulletin at 09/29/2023 05:13 PM EDT

[View as a webpage / Share](#)

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2023 BVP awards is now available at the following link: <https://bja.ojp.gov/funding/fy23-bvp-awards.pdf>.

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: September 2023 Financial Statements AND October 2023 Sales Tax Report

Attached are the following statements and reports

September 2023

General Fund (001)

Capital Improvement Fund (015)

DCUA Fund (405)

AND

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. Sept. 2023 General Fund (001) Revenue & Expense Report
2. Sept. 2023 CI (015) REV and Expenses
3. Sept. 2023 DCUA (405)Revenue & Expense Report
4. October 2023 Sales Tax Breakdown
5. October 2023 1% Sales Tax 10-Y History
6. October 2023 1% Sales Tax Monthly Average

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
SEPTEMBER 2023 - 25% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
Sales Tax (2%)	852,815	2,601,221	9,107,643	28.56%
Use Tax	280,927	764,946	2,036,880	37.55%
Alcoholic Beverage Tax	19,405	54,190	220,000	24.63%
Tobacco Excise Tax	11,760	36,397	170,000	21.41%
Telephone Franchise Tax	3	68	75,000	0.09%
Electric Service Franchise Tax	166,023	441,084	1,945,000	22.68%
Natural Gas Franchise Tax	3,784	11,435	512,000	2.23%
Cable TV Service Franchise Tax	-	17,070	150,000	11.38%
Vehicle Tax	12,548	29,396	135,000	21.77%
Gasoline Excise Tax	2,984	8,997	50,000	17.99%
Licenses - All Types	2,100	9,135	17,000	53.74%
Permits - All Types	37,379	119,495	346,000	34.54%
Swimming Pool Revenues	-	38,798	65,500	59.23%
Library Café Revenues	322	1,069	3,000	35.64%
Parks & Rec. Facility Rent Rev	-	-	-	0.00%
Charges For Services	3,646	43,331	34,000	127.44%
Police Bonds & Fines	46,118	145,985	581,400	25.11%
Interest Earnings	2,564	9,035	35,000	25.81%
Proceeds From Sale of Assets	-	-	-	-
Grant Revenues	986	11,159	93,553	11.93%
Miscellaneous Revenues	11,810	44,548	81,762	54.48%
Sub-Total Revenues	1,455,173	4,387,359	15,658,738	28.02%
Transfer from Emp Insurance	-	-	-	%
Transfer from Utility Authority	191,667	575,001	2,300,000	25.00%
	191,667	575,001	2,300,000	25.00%
USE OF FUND BALANCE		0	2,896,205	
Total Revenues & Other Financing Sources	1,646,840	4,962,360	20,854,943	23.79%

Department:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
City Administration	75,692	256,718	752,426	34.12%
City Clerk	8,665	17,540	106,086	16.53%
City Treasurer	40,935	99,606	406,007	24.53%
Legal Services - Attorney	-	31,518	100,000	31.52%
Law Enforcement - Police Dept	563,913	1,392,182	5,990,116	23.24%
Neighborhood Services	24,525	96,756	569,238	17.00%
Fire Dept	437,724	1,138,032	4,220,829	26.96%
Parks, Rec & General Services	76,227	222,595	964,691	23.07%
Swimming Pool	3,925	55,517	221,619	25.05%
Municipal Court	10,733	71,423	190,523	37.49%
Community Development	21,082	74,062	525,068	14.11%
Public Library	81,614	207,629	812,600	25.55%
Street Department	111,097	283,825	1,756,826	16.16%
Economic Development	13,571	19,046	192,197	9.91%
Civil Emergency Management	51,588	107,465	569,387	18.87%
General Government	34,366	137,792	1,262,022	10.92%
City Garage	28,956	76,869	335,336	22.92%
Senior Citizens Center	10,639	25,614	158,092	16.20%
Sub-Total Operating Expenditures	1,595,251	4,314,188	19,133,064	22.55%
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	99,999	400,000	25.00%
Transfer to DMSC Fund	-	-	200,000	-
Transfer to Capital Impr. Fund	-	-	-	0.00%
Transfer to Cemetery Operations Fund	7,500	22,500	90,000	25.00%
Transfer to DCUA Fund	-	600,000	600,000	-
Sub-Total Transfers Out	40,833	854,378	1,721,879	49.62%
Total Expenditures & Other Financing Sources	1,636,084	5,168,566	20,854,943	24.78%

Net Gain / (Loss) - Excluding Balance Forward	10,757	(206,206)	0	
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***Sept. 2023 HAD 3 PAYROLLS

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report SEPTEMBER 30, 2023

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget
Interest Earnings	1,085	4,386	-
Miscellaneous	-	-	-
CCPF Donation	-	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	1,085	81,586	3,203,507
TRSF From General Fund	-	-	-
TRSF From 1% S.T. Rev. Fund	213,589	662,154	2,000,000
TRSF From Airport Authority	-	-	-
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	125,000	375,000	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	338,589	1,037,154	27,631,408
Balance Forward from FY20 (Unaudited)			4,194,833
Total Revenue & Other Financing Sources	339,675	1,118,740	35,029,748

Expenditure Type:	This Period	Year-To-Date	Current FY23/24 Budget
Law Enforcement - Police Dept	5,578	29,020	277,173
Animal Control Facility	-	-	104,028
Neighborhood Services	-	-	8,950
Communication Ctr.	-	-	100,500
Fire Dept	629,572	637,937	980,031
Parks, Rec, & Gen Services	-	28,899	954,114
Pool	2,829	2,829	150,000
Community Development	-	-	25,000
Street	-	47,721	2,357,730
Economic Development	-	-	-
Civil Emergency Management	1,500	24,087	888,220
General Government	25,221	127,507	3,849,187
Information Technology	-	-	212,050
City Garage	-	4,012	104,212
Senior Citizens Center	-	-	-
Public Works Administration	-	-	18,192
Water / Sewer Line Maintenance	11,539	586,539	3,627,580
Water Treatment Plant	194	13,710	528,108
Wastewater Treatment Plant	-	-	284,205
Collection-Solid Waste	142,792	544,113	1,100,000
Lake Durant	-	14,662	35,000
Disposal- Solid Waste	145,366	478,643	972,442
Eaker Field Airport	731	6,039	355,702
Sub-Total Expenditures	965,322	2,545,717	16,932,424
Sub-total of Transfer Expenses	-	-	-
Total Expenses	965,322	2,545,717	16,932,424
2020U.S.S.T.R.N. Exp.	501,504	853,365	6,026,952
2020 CWSRF Exp.	-	-	12,070,372
Total Fund Expenditures	1,466,826	3,399,083	35,029,748
Net Gain / (Loss) - Excluding Balance Forward	(1,127,152)	(2,280,343)	-

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

Monthly Revenue and Expense Report
SEPTEMBER 2023 - 25% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Licenses and Permits	5,800	5,823	9,000
Laboratory Test Performed	1,980	5,024	20,000
Water Service - City-Wide	431,129	1,092,741	4,000,000
Water Sales - RW Dist. #2	3,034	9,101	37,000
Water Sales - RW Dist. #5	116,271	296,761	1,250,000
Sewer Service Fees	337,021	826,751	2,800,000
Sewer Excessive Strength Fees	-	3,177	-
Sanitation Service Fees	297,080	885,159	3,700,000
Sanitation - Roll off Bins Revenue	74,810	199,972	700,000
Sanitation - Compactor Revenue	54,164	138,937	500,000
Landfill Gate Fees (excluding Xfer ST.)	1,151	1,795	300,000
Transfer Station Fees Revenue	7,219	35,111	250,000
Interest Earnings	1,685	5,893	20,000
Agri. Lease Revenue	-	-	4,500
Late Payment Penalties	8,735	27,133	110,000
Non Payment Fee	7,773	29,389	155,000
Bad Debt Collect Fees Revenue	769	2,193	4,200
Water Tower Lease	9,593	28,779	120,000
DCUA Service Initiation Fee	2,520	8,920	27,000
Tap Fees: Water & Sewer	24,514	84,219	110,000
Recyclable Products SW Dis.	370	4,349	7,000
Interest Earnings in 2007 USSTRN Proj. Acct.	62	741	450
Miscellaneous Revenues	4,970	4,857	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	1,390,649	4,469,850	14,902,176

USE OF FUND BALANCE 65,390

Total Revenues & Other Financing Sources	1,390,649	4,469,850	14,967,566
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Expense Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Public Works Administration	25,500	67,762	256,790
Utility Billing	58,142	141,451	618,025
Water/Sewer Line Maintenance	104,732	253,571	1,193,673
Water Treatment Plant	122,606	388,790	1,933,338
Wastewater Treatment Plant	102,575	298,058	1,412,711
Solid Waste - Collections	100,460	281,084	1,305,924
Utility General Administration	13,424	165,907	1,834,828
Lake Durant	4,168	13,887	68,550
Solid Waste - Disposals	166,814	473,677	2,179,665
Sub-Total Operating Expenses	698,422	2,084,187	10,803,504

Transfer to Insurance Cash Fund	13,375	234,687	194,562
Transfer to I.T. service Fund 010	-	-	-
Transfer to General Fund	191,667	575,001	2,300,000
Transfer to Risk MGT. Fund	-	-	-
Transfer to Capital Improvement Fund	125,000	375,000	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	2,250	9,000
Sub-Total Transfer Expenses	330,792	1,186,938	4,164,062

Reserve - Contingency

Reserve for Payroll

DCUA Fund Expense & Transfer Totals:	330,792	1,186,938	4,164,062
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Total Fund Expenses & Transfers	1,029,214	3,271,125	14,967,566
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Net Gain / (Loss) - Excluding Balance Forward	361,435	1,198,726	-
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***Sept. 2023 HAD 3 PAYROLLS

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1% Capital Improvements - for Debt Services/Payment	\$440,472.55
2% General Operations-For General Operation	\$880,945.11
1/4% Economic Development- Fund 110 for Indurstry Improvr	\$110,118.14
1/4% Multi-Sports Facilities -For DMSC	\$110,118.14
1/4% SOSU Improvements-For SOSU Football Field & Arena	\$110,118.14
5/8% DISD Improvements - for High School	\$275,295.34
Total Sales Tax Rev. Oct. 2023@ 4-3/8%	\$1,927,067.42

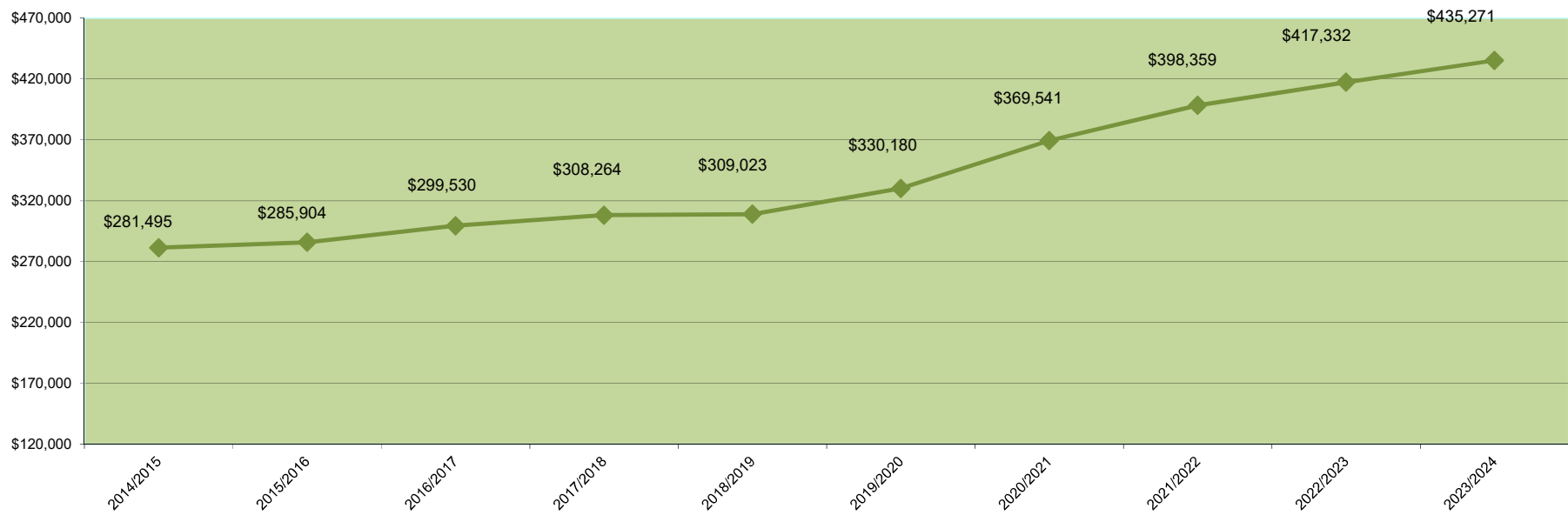
City of Durant, Oklahoma Ten-Year History Report - 1% Sales Tax Revenue

	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	440,473	3.96%	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	\$1,741,083		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	\$435,271		
% change from prior yr.	4.53%	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	4.76%	3.77%		
\$ 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 Detail		
1/4% Economic Development (effective 10/1/20)	\$110,118.14	
1/4% Multi-Sports Facilities (effective 10/1/20)	\$110,118.14	
1/4% SOSU Improvements (effective 10/1/20)	\$110,118.14	
1% Capital Improvements (effective 10/1/20)	\$440,472.55	
2% General Operations	\$880,945.11	Use Tax
5/8% DISD Improvements (effective 10/1/20)	\$275,295.34	\$42,689.39
Total Sales Tax Rev. Oct. 2023 @ 4.375%	\$1,927,067.42	\$317,984.73
* 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
\$4,868,804	\$5,052,123	3.77%

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





The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Rick Rumsey, Interim City Manager
Re: Consider and Take Action with Respect to a Resolution of the City Council of the City of Durant, Oklahoma (the "City") Approving Action Taken by the Durant City Utilities Authority (the "Authority") Authorizing Issuance, Sale and Delivery of Its Clean Water SRF Promissory Note to Oklahoma Water Resources Board; Ratifying and Confirming a Lease Agreement, as Amended; Ratifying, Confirming and Approving a Sales Tax Agreement By and Between the City and the Authority Pertaining to a Year-to-Year Pledge of Certain Sales Tax Revenue; and Containing Other Provisions Related Thereto (R-2023-24)

Council Information / Action Requested

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

ATTACHMENTS:

1. Resolution R-2023-24

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF DURANT, OKLAHOMA (THE "CITY") MET REGULAR SESSION IN THE ROSCOE J. HATFIELD COUNCIL CHAMBERS AT CITY HALL, 300 WEST EVERGREEN, DURANT, OKLAHOMA 74701, ON THE 14TH DAY OF NOVEMBER, 2023, AT 6:00 O'CLOCK P. M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Clerk. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. R-2023-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DURANT, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE DURANT CITY UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT, AS AMENDED; RATIFYING, CONFIRMING, AND APPROVING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, The Durant City Utilities Authority (the "Authority") did, by its Resolution adopted November 14, 2023, authorize the issuance, sale and delivery of its Clean Water SRF Promissory Note to Oklahoma Water Resources Board, in order to finance the rehabilitation of the existing wastewater treatment plant and related appurtenances, which Note is to be issued in the original principal amount of \$23,000,000.00; and

WHEREAS, the City Council hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of The Durant City Utilities Authority, Bryan County, Oklahoma, Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$23,000,000.00 (the “Note”), all as approved by said Authority on November 14, 2023, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement. The Lease dated May 21, 1956, but to be effective as of May 10, 1956, as amended by the Supplement to Lease dated August 29, 1966, but to be effective as of June 14, 1966, and as further amended by the Second Supplement to Lease dated March 20, 1991, all by and between the City and the Authority (collectively, the “Lease Agreement”), whereby the City leased to the Authority its presently existing and hereafter acquired water, sanitary sewer, and garbage systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the Note is paid.

Section 4. Sales Tax Agreement. The Sales Tax Agreement dated as of April 1, 2020, by and between the City and the Authority (the “Sales Tax Agreement”), which Sales Tax Agreement pertains to a year-to-year pledge of certain Sales Tax revenue as security for the Note, is hereby ratified and confirmed.

Section 5. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 14TH DAY OF NOVEMBER, 2023.

CITY OF DURANT, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF BRYAN)

I, the undersigned, City Clerk of the City of Durant, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 14TH DAY OF NOVEMBER, 2023.

(SEAL)

City Clerk



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Paul Buntz, Interim Director of Economic Development
Re: Consider Approval of Additional Incentive for Allied Stone

See attached memo.

Council Information / Action Requested

Approval of Additional Incentive for Allied Stone

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

ATTACHMENTS:

1. Memo - Incentive to Allied Stone

To: Mayor and City Council Members

From: Paul Buntz, Interim Economic Development Director

Re: Consideration Additional Incentive for Allied Stone

Date: November 8, 2023

The Durant Industrial Authority, acting at their meeting of November 7, 2023, approved an incentive of \$20,000 to Allied Stone to offset part of the cost of their building permit, the cost of which is in excess of \$40,000. Based on discussions with the former director and Mr. Ken Fang, representing Allied Stone, both parties represented that the incentive had been negotiated by the former director and Mr. Fang, but was not presented to the DIA before the departure of the previous director. On this basis, the DIA Board voted to approve this incentive payment to Allied Stone for their project adding 100 jobs and construction is well underway. All incentive payments to industry are required to be ratified by the City Council.



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Paul Buntz, Interim Director of Economic Development
Re: Consider Approval of Assignment of Lease from Trussworks, LLC. to Trussworks Operations, LLC. and Approval of Five Year Lease Extension at \$6,000 Per Month

See attached memo.

Council Information / Action Requested

Approval of Assignment of Lease from Trussworks, LLC. to Trussworks Operations, LLC. and Approval of Five Year Lease Extension at \$6,000 Per Month

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

ATTACHMENTS:

1. Trussworks Memo
2. Assignment of Lease Agreement

To: Mayor and City Council Members

From: Paul Buntz, Interim Economic Development Director

Re: Consideration Approval of Assignment of Lease from Trussworks. LLC. to Trussworks Operations, LLC., and approval of 5 year lease extension at \$6,000 per month.

Don Groom, President and CEO of Trussworks, LLC., which leases the former Stahl's Building at the airport, has requested that the Durand City Council approve an assignment of lease from Trussworks, LLC to Trussworks Operations, LLC. This assignment, prepared by attorneys for Trussworks, LLC, is being requested because Trussworks, LLC has a new equity partner named Builder Solutions Group, LLC, a Delaware limited liability company, hence the name change to Trussworks Operations, LLC.

The lease terms are as follows:

- 5 year lease ends July 31, 2024
- An addendum to the original lease became effective June 1, 2021 which increased the monthly lease payment from \$3,000 to \$5,000 per month, the current monthly lease amount, when Trussworks occupied the entire space formerly leased to Stahl Metals.
- The company is required to have a minimum of 25 employees. Documentation received last month from the company showed that 89 employees received pay during the most recent quarter, with a full-time equivalent of 77 employees.
- The original lease provided Trussworks, LLC an option for a 5 year renewal with the amount of lease payment to be negotiated, beginning August 1, 2024. We proposed to President Groom that when the lease term is renewed next August, that the lease payment be increased from \$5,000 per month to \$6,000 per month based on about 20% inflation over the past 5 years. Mr. Groom said that the increase to \$6,000 would be agreeable. The 20% rate is based on a published yearly inflation calculation schedule for the past 5 years.

It is recommended that the assignment of lease from Trussworks, LLC to Trussworks Operations, LLC be approved, and, in addition, that the lease extension lease amount of \$6,000 be approved.

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement (hereinafter “Agreement”) is made by and among Trussworks, LLC, a Texas limited liability company (the “Assignor”), TrussWorks Operations LLC, a Delaware limited liability company (the “Assignee”), and City of Durant, an Oklahoma municipal corporation (the “Landlord”), as of November 1, 2023 (the “Effective Date”). Capitalized terms used but not defined herein will be ascribed the meaning given to such terms in the Lease Agreement.

WHEREAS, Assignor entered into that Lease Agreement, dated August 1, 2019, with the City of Durant, an Oklahoma municipal corporation (“Landlord”) to lease Leased Premises of approximately 50,000 square feet and such property described therein, with the Term being from August 15, 2019, through July 31, 2024, with Assignor having an option to renew for another 5-year period (the “Lease”); and

WHEREAS, the Lease was amended through that Addendum to C-2019-47 on May 21, 2021, whereby the monthly rent increased to \$5,000 beginning June 1, 2021, the Leased Premises increased to include all portions of the building and grounds previously leased to Stahl/Scott Fetzer Company, and such other changes discussed therein;

WHEREAS, Assignor desires to transfer Assignor’s interest in the Lease to Assignee; and Assignee desires to have Assignor’s interest in the Lease assigned to Assignee;

WHEREAS, Assignee is a newly formed entity which will be collectively owned by the members of Assignor and Assignor’s related entities (33%) and Builder Solutions Group, LLC, a Delaware limited liability company (66.67%) (“BSG”) pursuant to a Membership Interest Purchase Agreement being entered into by Assignor, BSG, and owners of Assignor and Assignor’s related entities;

WHEREAS, Assignor and Assignee desire to have Landlord consent to such transfer and assignment.

NOW THEREFORE, for full and valuable consideration,

1. Assignment. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, title, and interest in the Lease and Leased Premises, including, but not limited to, the security deposit and all options to terminate, renew, or extend the Term, subject to all the conditions and terms contained in the Lease. Assignor affirms that Assignor is not in default under the Lease and that all payments due under the Lease as of the Effective Date have been made and that there are no other claimants to Assignor’s interest in the Lease.

2. Assumption. As of the Effective Date, Assignee hereby assumes Assignor’s rights, title, and interest in, to and under the Lease and shall pay, perform, and discharge all obligations, liabilities and covenants arising or accruing under the Lease from and after the Effective Date.

3. Landlord Consent. As of the Effective Date, Landlord hereby consents to the assignment of the Lease to Assignee and to Assignee’s change in control, and upon the Effective Date, Landlord will recognize Assignee as the “Tenant” under the Lease. Landlord affirms that (i) the Lease is in full force and effect and has not been modified, amended, or assigned except as stated in this Agreement; (ii) the Lease expires as of July 31, 2024, and Tenant has one option to renew the Lease for another 5 years; (iii) Rent and all other amounts due Landlord from Tenant have been paid through November 1, 2023, and Rent for the remainder of the Term is \$5,000 per month; and (iv) no default has occurred under the Lease, nor are there any events or conditions, which, by the passage of time or giving of notice or both, would

constitute a default thereunder by Assignor. This Section 3 will be relied upon by Assignee.

4. Notice. Assignee's notice address shall be 4100 Kennedy Boulevard, Suite 328, Tampa, Florida 33609.

5. Binding on Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto, subject to all restrictions contained in the Lease with respect to assignment, subletting or other transfer.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or e-mail, (including PDF or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties as if such facsimile or scanned documents were an original executed counterpart.

Signatures on Following Page

Executed as of the Effective Date.

ASSIGNOR: TRUSSWORKS, LLC
LLC

By: _____
Don Groom, CEO

ASSIGNEE: TRUSSWORKS OPERATIONS

By: _____

LANDLORD: CITY OF DURANT, OKLAHOMA

By: _____
Martin Tucker, Mayor

Attested to By: _____
Cynthia J. Price, City Clerk

LEASE AGREEMENT

STATE OF OKLAHOMA)
 :SS
 COUNTY OF BRYAN)

This lease made and entered into by and between the CITY OF DURANT, an Oklahoma municipal corporation, hereinafter referred to as "Lessor" or "City" and TRUSSWORKS, LLC, an Texas limited liability company, hereinafter referred to as "Lessee":

WITNESSETH:

1. That Lessor is the owner of the herein described property and hereby agrees to lease to Lessee and Lessee hereby agrees to lease from City a portion of a building and grounds located on the property described as follows:

A portion of the E/2 SW/4 of Section 18, Township 7 South, Range 9 East, Bryan County, Oklahoma described as: Beginning at a point 330 feet East of the Southeast corner of the NW/4 SW/4 of Section 18, Township 7 South, Range 9 East, thence, North 631 feet; thence, East 550 feet; thence, South 871 feet; thence, West 550 feet; thence, North 240 feet to the point of beginning, containing 10 acres, more or less.

2. The term of this lease shall be five (5) years, beginning on the 15th day of August, 2019, and expiring on July 31, 2024. However, Lessee reserves the right to terminate this agreement by written notice to Lessor at least 60 days prior to vacating the premises. In the event of early termination of the agreement, Lessee agrees to pay to Lessor a sum equal to six (6) months' rent (\$18,000.00).

3. The rent provided in this lease is based on Lessee providing fifteen (15) full time employees at the end of the first year rental period; twenty (20) full time employees at the end of the second year rental period; twenty-five (25) full time employees at the end of the third year rental period. At the end of each year rental period, Lessee shall provide certification of the number of employees at the request of the Lessor. Failure to report after the request shall be grounds for termination of this agreement. The rental for the five (5) years shall be \$3,000.00 per month, the first payment on the 15th of August 2019 and payable on the 1st day of September, 2019 and a like payment on the 1st day of each month thereafter during the term of the lease, payable to the City of Durant, at 300 W. Evergreen Street, Durant, OK 74701.

4. Lessee is hereby granted an option to renew the lease for another five (5) year period under the same terms herein except that the monthly rental shall be renegotiated between the parties. Any lease renewal shall include a requirement of Lessee providing employee job certification.

5. That should Lessee fail to provide the number of full-time employees as above indicated, the rent as hereto provided shall terminate and new rental terms shall be negotiated between Lessor and Lessee. In the event negotiations fail, the parties agree to submit this issue to mediation.

6. The Leased Premises is described as approximately FIFTY THOUSAND SQUARE FEET (50,000 sq. ft.) being the most easterly portion of the building and multiple offices. Lessee shall share a common entry way to the office, hallways and toilets as common areas with any other tenants.

Page 1.

The Leased Premises is diagramed on exhibit "A" attached hereto and made a part hereof and shall include outdoor storage space on the easterly one-half of the grounds being described in paragraph 1. (the "Leased Premises" or "Premises").

7. The Leased Premises and facilities may be used by the Lessee for manufacturing purposes and, at its election, for any other lawful purpose, subject to the zoning ordinances of the City of Durant. Lessee shall at no time during the term hereof commit waste on the Premises or conduct its operations thereon in such a manner as to create any public nuisance or violate any applicable law, rule, regulation or ordinance.

8. Lessee agrees to be obligated for all expenses in connection with the operation and maintenance of the building thereon and additions thereto, including, but without limitation, repairs, alterations and modifications to the building, both internally and externally, cost of Lessee insurance, utilities, and solid waste disposal, except, Lessor shall be responsible for payment of all metered water used at the Leased Premises.

9. Lessee shall have the right to make such alterations, improvements and changes to the leased portion of the building as Lessee may deem necessary provided that prior to making any such structural alterations, improvements or changes, Lessee shall obtain Lessor's written approval of plans and specifications therefore, which approval Lessor shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements or changes. Prior to commencing any work that will cost in excess of Five Thousand Dollars (\$5,000.00), Lessee shall furnish Lessor, on demand, with good and sufficient surety bond insuring the completion of such work and the payment of all expenses therefore.

10. Lessee shall, throughout the term of this lease, at its own cost, and without any expense to Lessor, keep and maintain the Leased Premises, and improvements of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary and neat order, condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Leased Premises or improvements thereon. Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the demised Premises, the improvements thereon or any activity or condition on or in such Premises.

11. Lessee shall keep the Leased Premises and every part thereof free and clear of any and all mechanic's, materialmen's liens and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work on construction by, for or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee, and at all items promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the Premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereof.

13. Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whatsoever may at any time

be using or occupying or visiting the demises Premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Premises, or shall result from or be used by any other matter or thing whether of the same kind as or of a difference kind that the matters or things above set forth, and lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Lessee in, on or about the Premises, and for injuries, to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Lessor, its agents or employees.

14. Lessor shall, at all times during the term of this lease and at Lessor's sole expense, keep the Leased Premises insured against loss or damage by fire and other hazards. In the event of such loss, Lessor may terminate the lease or repair the Premises, at its option. Lessee shall be responsible for insuring its properties at its discretion.

15. Lessee, shall maintain in effect through the term of this lease personal injury liability insurance covering the Premises and its appurtenances and the sidewalks fronting thereon in the amount of One Hundred Thousand Dollars (\$100,000.00) for injury to or death to any one person, and Three Hundred Thousand Dollars (\$300,000.00) for injury to or death to any number of persons in one occurrence and property damage liability insurance in the amount of One hundred thousand dollars (\$100,000.00). Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee, and shall be so endorsed as an additional insured.

16. In the event of any breach of this lease by Lessee, Lessor shall have and exercise any of the rights or remedies available to it under statutory and case law for commercial leases within the State of Oklahoma. Nothing herein shall be deemed to limit Lessor's rights or remedies in case of any default under this lease by Lessee. In addition to any rights or remedies available to Lessor in case of default under this lease by Lessee, Lessor shall have the right to re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Prior to re-entry under this section, Lessor shall give to Lessee, ten (10) days prior written notice, and re-entry will only be exercised by Lessor if Lessee has not provided Lessor with proof of cure of such condition of default, within ten (10) days after notice.

17. Lessee shall not assign or transfer this lease or any interest herein, without the prior written consent of Lessor and consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be null and void, and shall, at the option of the Lessor terminate this lease. Neither this lease nor the leasehold estate of Lessee hereunder in the demised Premises, or any building or improvements thereof, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted operation of law in any manner whatsoever; and any such attempted involuntary assignment, transfer or sell shall be void and of no effect and shall at the option of Lessor, terminate this lease.

18. It is agreed between the parties hereto that if Lessee shall be adjudicated a bankrupt or an insolvent or take the benefit of any Federal reorganization or composition proceeding or make a general assignment or take the benefit of any insolvency law, or if Lessee's leasehold interest under this lease

Page 3.

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[Type text]

C-2019-47

shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver be appointed or elected or had for Lessee, or if said Premises shall be abandoned or deserted, or if Lessee shall fail to perform any of the covenants or conditions of this lease on Lessee's part to be performed, or if this lease and the term of this lease, at Lessor's option shall expire and end, five (5) days after Lessor shall give Lessee written notice of such act, condition or default, Lessee hereby agrees immediately to quit and surrender said Premises to Lessor; but this shall not impair or affect Lessor's right to maintain summary proceedings for the recovery of the possession of the demised Premises in any cases provided by law. If the term of this lease shall be so terminated, Lessor may immediately or at any time thereafter re-enter and repossess the Premises and remove all persons and property therefrom without being liable for trespass or damages.

19. No waiver of any condition or covenant of this lease by Lessor shall be deemed to imply or constitute a further waiver by Lessor of any other condition or covenant of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy shall not operate to exclude or waive the right to the use of another.

IN WITNESS HEREOF this lease agreement is executed by the parties as of the day and year hereafter written.

Dated: 8-13-2019

CITY OF DURANT, OKLAHOMA
"Lessor"

ATTEST:

Cynthia Price
CYNTHIA PRICE, City Clerk

By: Oden Grube
ODEN GRUBE, Mayor

Dated: 8-15-19

TRUSSWORKS, LLC.
"Lessee"

By: Don Groom
DON GROOM, CEO/Partner



ADDENDUM to C-2019-47

On this 21st day of May, 2021, the City of Durant, an Oklahoma municipal corporation ("Lessor"), and TRUSSWORKS, LLC, a Texas limited liability company ("Lessee"), do hereby agree to the terms set forth herein modifying the Lease Agreement and all addenda thereto adopted by the parties and identified as C-2019-47 by Lessor.

The lease terms as set forth in Paragraph 3 of C-2019-47 is hereby amended to increase the monthly rent to \$5,000.00 per month beginning **June 1 2021**, payable on that day and a like payment on the 1st day of the each month thereafter for the duration of the lease.

The Leased Premises as set forth in Paragraph 6 of C-2019-47 is hereby amended to include all portions of the building and grounds described in Paragraph 1 of C-2019-47 including all portions of the building and grounds previously leased to STAHL/SCOTT FETZER COMPANY ("Stahl") and identified in C-2018-27 between Stahl and Lessor.

The early termination provision in Paragraph 2 of C-2019-47 is hereby amended to represent the updated rent totals. In the event of early termination of the agreement, Lessee agrees to pay to Lessor a sum equal to six (6) months' rent at the existing monthly rate at the time of termination.

The terms herein are contingent upon the contemporaneous execution of to a lease termination agreement of C-2018-27 between Stahl and Lessor

Except as set forth herein, the terms of C-2019-47 as set forth in its original form and any addendum thereto shall remain in full force and effect and shall remain unmodified by this document.

IN WITNESS HEREOF, this Addendum to C-2019-47 is executed by the parties as of the day and year hereafter written.

Dated: 5-21-21

CITY OF DURANT, OKLAHOMA
"Lessor"

By: Oden Grube
ODEN GRUBE, Mayor

TRUSSWORKS, LLC
"Lessee"

By: Don Groom
DON GROOM, CEO/Partner

ATTEST:

Cynthia J. Price
CYNTHIA J. PRICE, City Clerk

Dated: 5-25-2021





The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Paul Buntz, Interim Director of Economic Development
Re: Discussion, Consideration and Possible Action on Acceptance of a Loan from Durant Industrial Authority to Durant Airport Authority in the amount of \$900,000.

The loan agreement and promissory note between the Durant Industrial Authority and the Durant Airport Authority were not available at the time of posting. Please check back.

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: BRIAN HEVERLY, Director of Public Safety
Re: Consider Approval of Fair Labor Standards Act Adjustment to Fraternal Order of Police Lodge 113 Collective Bargaining Agreement and Authorize Interim City Manager to Sign

The Fair Labor Standards Act (FLSA) Assessment requires Lieutenants to be overtime eligible. The attached Memorandum of Understanding reflects the same and adjusts the Fraternal Order of Police (FOP) Lodge 113 Collective Bargaining Agreement. The FOP and legal counsel have tentatively approved pending council approval.

Council Information / Action Requested

Approval of Fair Labor Standards Act Adjustment to Fraternal Order of Police Lodge 113 Collective Bargaining Agreement and Authorize Interim City Manager to Sign

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

ATTACHMENTS:

1. Durant Memorandum of Understanding_PD

Memorandum of Understanding (MOU)

Concerning:

THE MODIFICATION OF THE TERM “EXEMPT EMPLOYEE(S)” FROM THE COLLECTIVE BARGAINING AGREEMENT (CBA), SECTION 9, ARTICLE 26 WITH THE FRATERNAL ORDER OF POLICE, LODGE #113

Now on this 14th day of November, 2023, The Collective Bargaining Agreement (hereinafter referred to as “Agreement” or “CBA”) entered into on the 11th of July, 2023, by and between Fraternal Order of Police, Lodge #113 and the City of Durant (hereinafter collectively referred to as “Parties”) is effective and shall remain in effect in full subject to the amendment set forth herein.

WHEREAS, the Parties agree that additional employees covered under the Collective Bargaining Unit shall be considered “non-exempt employees.” Lieutenants that heretofore have been “exempt employees” will be considered “non-exempt employees” and as such be eligible to receive overtime and all other benefits and considerations outlined within the CBA; and,

WHEREAS, the Parties have under previous Collective Bargaining Agreements did in good faith and by agreement consider Lieutenants to be classified as exempt employees; and,

WHEREAS, the Parties each desire to comply with all applicable federal, state or local code or ordinance as applied to employment under the CBA.

THEREFORE, in consideration of the mutual promises made herein, agree to amend the wording in the Collective Bargaining Agreement for 2023-2024 between the City of Durant and the Fraternal Order of Police, Lodge #113 as it applies to those members of the bargaining unit. Specifically, Article 26, Section 9 will now read as follows:

SECTION 9. Members holding the rank of Captain and ~~Lieutenant~~ are considered exempt employees and are not eligible to earn compensatory time or overtime for work unrelated to special enforcement grants which may fund overtime through sources outside the City’s typical revenue source.

FURTHERMORE, the Parties hereto and their individual members and/or employees do forever waive any and all claims that may exist or would have existed under all previous versions of Article 26, Section 9, including, but not limited to, overtime claims by those Lieutenants previously considered exempt employees.

FURTHERMORE, the Parties agree that this MOU shall be binding on and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns during the term specified in Article 36 of the CBA. During said term, this MOU may be modified only by a written agreement signed by all Parties.

FURTHERMORE, the Parties agree that the terms of this MOU are contractual binding and are not mere recitals.

IN WITNESS WHEREOF, the City of Durant and the Fraternal Order of Police, Lodge #113 have signed their names to this agreement for the term specified in Article 36, of the Collective Bargaining Agreement between the City of Durant and the Fraternal Order of Police, Lodge #113 and shall be fully effective on the date first set forth herein.

CITY OF DURANT

Rick Rumsey, Interim City Manager

FRATERNAL ORDER OF POLICE

DURANT, LODGE #113

Drew Hale, President



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Discussion, Consideration and Possible Approval for TOPS Contract Number 230202 to Have Hellas Construction Resurface Durant Multi Sport Complex Track for \$331,905

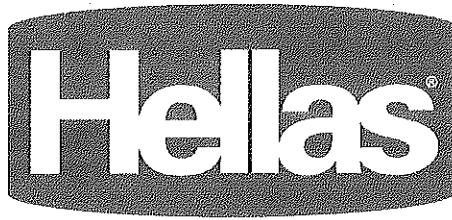
Council Information / Action Requested

Approval for TOPS Contract Number 230202 to Have Hellas Construction Resurface Durant Multi Sport Complex Track for \$331,905

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

ATTACHMENTS:

1. Track quote



August 9, 2023

Ryan Brewer
Parks and Facility Manager
City of Durant
1920 OK-78
Silo, OK 74701
(580) 579-6641
rbrewer@durant.org

RE: City of Durant High School Synthetic Track Surface Proposal

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled TOPS 230202 Synthetic or Natural Sports Field, Courts, or Tracks. Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide performance and payment bonds.
3. Provide, prior to construction, all required submittals.
4. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Synthetic Running Track Surface

Hellas scope of work:

1. Remove existing track surfacing system from track oval, one (1) high jump pad, two (2) runways, and dispose offsite; Hellas will address with Owner any asphalt pavement cracks and surface undulations prior to commencement of surfacing operations (*no concrete curb or asphalt pavement repair is included in the price provided*).
2. Provide and install approximately 5,755 SY of *epiQ* Tracks® **S200** (Red) 13mm permeable paved mat and structural spray polyurethane surfacing system on the track oval, and events.
3. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in the proposal amount.*





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

PROPOSAL ALTERNATES

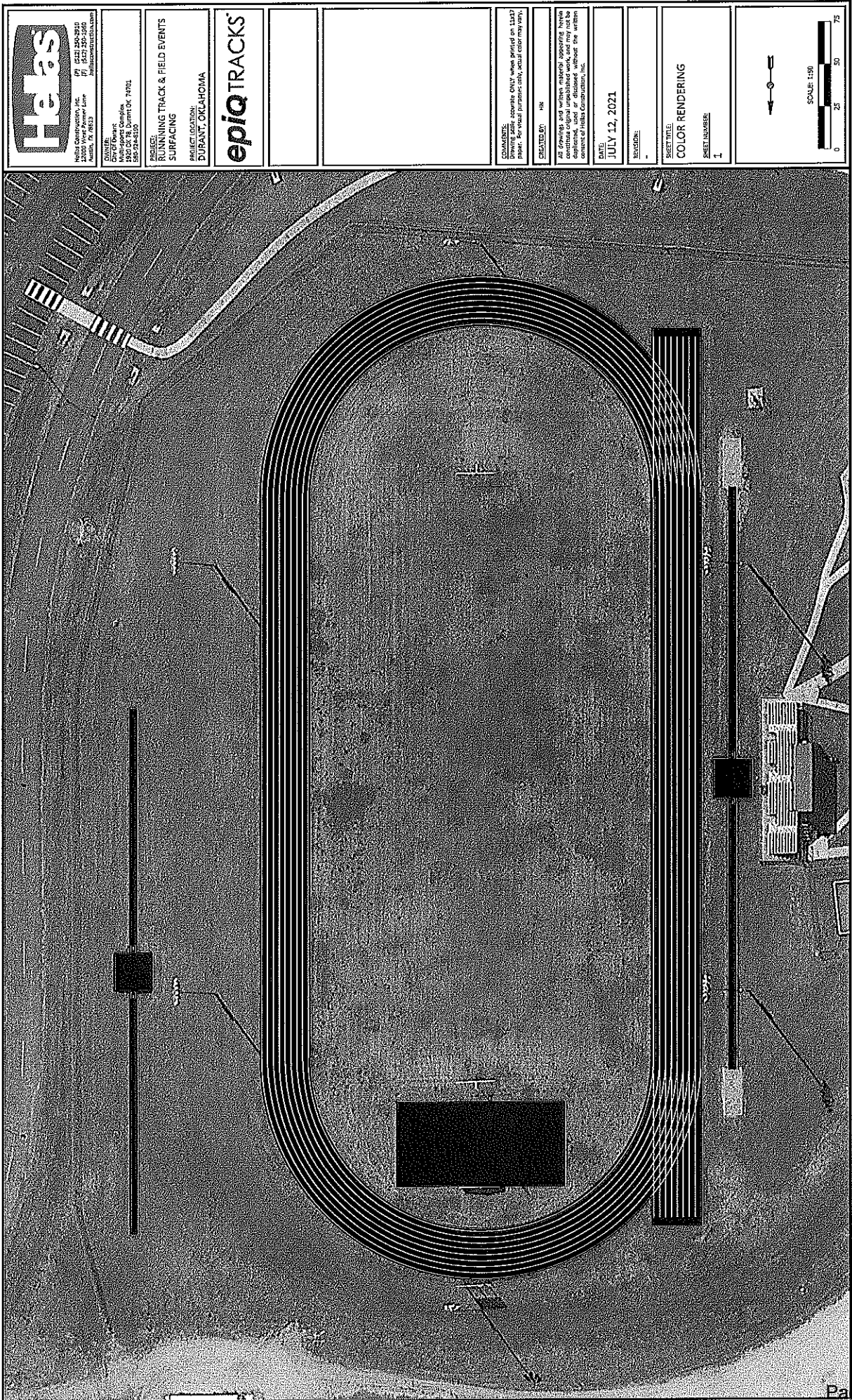
1. Add alternate to provide and install *epiQ* Tracks® V300 (RED) 13mm impermeable paved mat and sealed structural spray polyurethane surfacing system. Add to base proposal.

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.





The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Joshua Matekovic, Airport Manager
Re: Discussion, Consideration and Possible Action on Reallocation of Capital Improvement Funds for the Purchase and Install of Security Upgrades and Cameras for the Airport.

Council Information / Action Requested

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

ATTACHMENTS:

1. City of Durant - Regional Airport - Verkada Quote



Quote: 420311
Date: 10/11/2023
Terms: NET 30
Term For: 30 DAYS
F.O.B: S/P & PPA
Delivery: As Needed

Price Firm For: 30 DAYS
F.O.B: S/P & PPA
Delivery: As Needed

- All information contained in this design and or quotation is not for use or disclosure outside (customer).
- Any and all quotations and configurations prepared by IK Network Solutions represent our best efforts and are completed in good faith.
- Any errors and/or omissions on customer provided configurations are not the responsibility of IK Network Solutions.
- IK Network Solutions is not responsible for any unmarked utilities, private or public.
- IK Network Solutions standard insurance is included.
- All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation of work described in this proposal. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The exclusive remedy shall be to replace or repair any part of this offer which is found to be defective.
- IK Network Solutions will not be responsible for any data loss, special, incidental, or consequential damages.
- In submitting this proposal, IK Network Solutions reserves the right to negotiate mutually agreeable contract terms and conditions that incorporate this Scope of Work.

***** Unless explicitly stated prices do NOT include shipping charges. *****



800.404.3423
ik-ns.com

TO: City of Durant
300 W Evergreen
Durant, OK 74701

TJ Steele
tsteele@durant.org

Quote: 420311
Date: 10/11/2023
Terms: NET 30
Price Firm For: 30 DAYS
F.O.B: S/P & PPA
Delivery: As Needed

QTY	PART#	DESCRIPTION	PRICE	EXTENDED
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The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Discussion, Consideration and Possible Action on PC2023-30, a Conditional Use Permit Request from Tillman Infrastructure and AT&T for Property Located Near Cemetery Road

Applicant approached staff regarding filing for a conditional use permit for a 145-foot-tall communication tower in A-1 zoning. City Ordinance requires them to apply and obtain a Conditional Use Permit.

The subject property, owned by James R. & Ethel Morris, is approximately 4.56 acres in total, and a 75x75' area is planned to be leased by Tillman Infrastructure and AT&T for a communication tower. The applicant is planning to have a tower, a 4-foot lightning rod, and utility cabinets located in a 50x50' gated and fenced enclosure. The landowners/lessors own the parcels to the north and south as well. Should this be approved further review into water runoff, building plans and fire plans will be reviewed as well. The applicant will have to come back for a final plat should this be approved with public infrastructure. The site plan does indicate that the development will meet all required setbacks. Upon completion of the project, one servicing vehicle would maintain the facility. The listed easement, height, and setbacks meet both the City Ordinance and FAA requirements.

Staff would recommend approving this request.

Council Information / Action Requested

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

ATTACHMENTS:

1. PC2023-30 Maps
2. PC2023-30 CUP Application
3. MORRIS TRUST - DEED
4. Lease Agreement
5. FAA Approval
6. CUP Ordinance
7. CUP Resolution for PC2023-30 TILLMANAT&T

STONEBROOK WAY

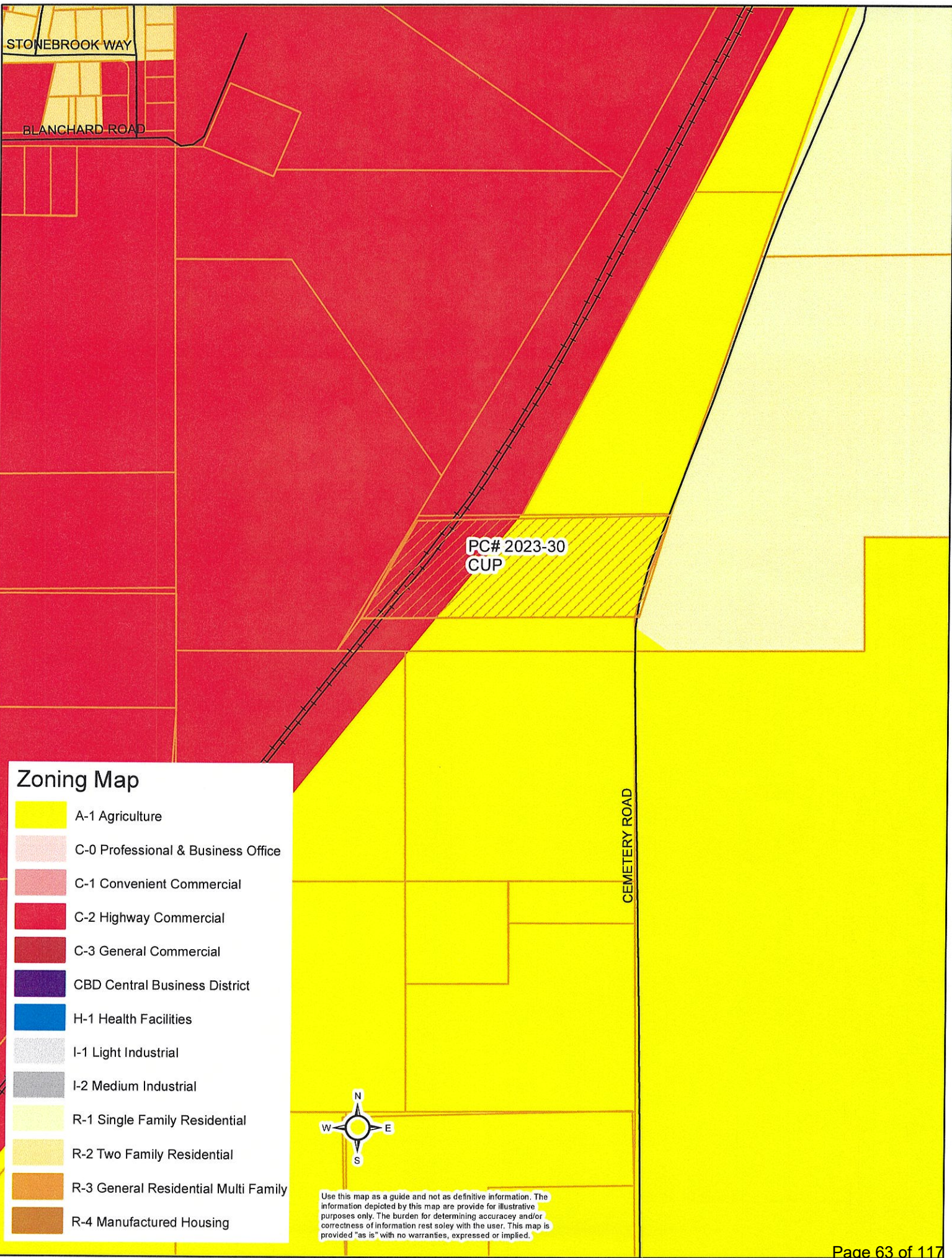
BLANCHARD ROAD

PC# 2023-30
CUP

CEMETERY ROAD



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



STONEBROOK WAY

BLANCHARD ROAD

PC# 2023-30
CUP

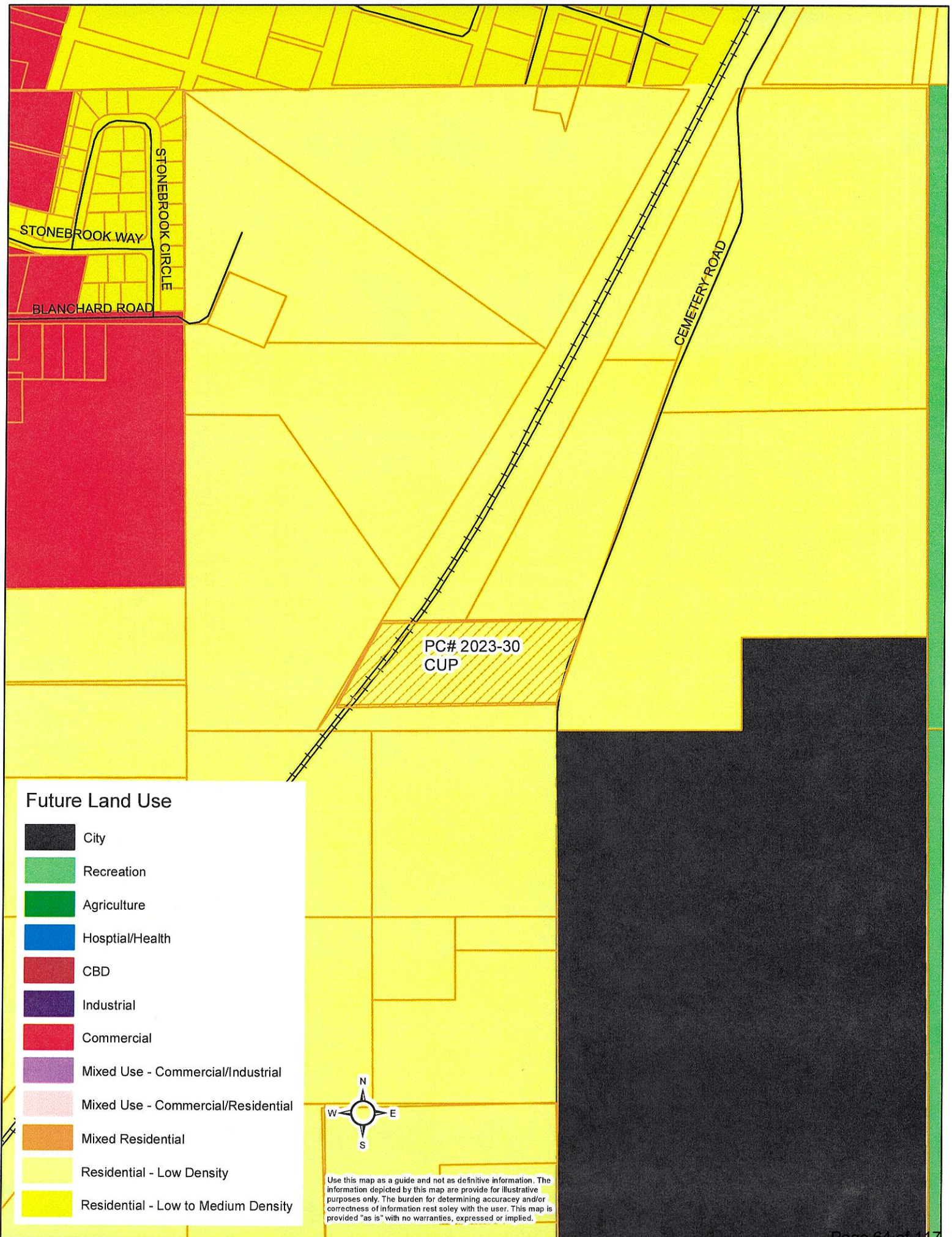
CEMETERY ROAD

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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CONDITIONAL USE APPLICATION

Petition # PC 2023-30
 Fee \$ 300.00

APPLICANT INFORMATION

Name: Tillman Infrastructure and AT&T (Applicant) Property Owner: James R. and Ethel Morris, Trust		Email: <u>ferraco@aol.com</u>	Phone #1 <u>316-516-0808</u>
Mailing Address: PO Box 573 (Applicant) Property Owner: 1015, Cemetery Road, Durant, OK 74701		Phone #2	
City: <u>Wichita</u> (Applicant)	State: <u>KS</u>	Zip: <u>67201</u>	Fax #
Applicant's Interest in Property:			
Lease Holder: <u>Memorandum of Lease Attached</u>			

 Please use attached addendum if there is more than one applicant.

Physical Address of Proposed Conditional Use: <u>1523 Cemetery Rd., Durant, OK 74701</u>		Name of Project: <u>Communication Tower 17671</u>	
<u> </u> Platted <u>X</u> Un-Platted	Subdivision	Lot	Block
Legal Description: (If Un-platted) <u>See Attached Legal Description</u>			

Existing Zoning: <u>A-1</u>		Proposed Conditional Use: <u>Communication Tower in A-1 Zoning</u>	
Present Use: <u>Unoccupied Bldg</u>		Parking Spaces Required: <u>1</u>	Parking Spaces Provided: <u>1</u>
Parcel Width: <u>+/- 720 feet</u>	Parcel Length: <u>+/- 290 feet</u>	Acres: <u>+/- 4.56 acres</u>	Street/Road Frontage: <u>+/- 300 feet</u>
<u> </u> City Water (If City Water will be extended or improvements will be made, please explain:) <u>No water required</u>			
<u> </u> City Sewer (If City Sewer will be extended or improvements will be made, please explain:) <u>No sewer required</u>			
<u> </u> Private Water <u> </u> Private Sewer <u>No water of sewer required</u>			
Explain in your own words why your property should be rezoned. Please see attached narrative			

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: Ethel M Morris Date: 8-28-2023

Office Use Only

Date Filed		Date Payment Received		Notification Mailed		Comments	
Initial		Initial		Date Initial			
Proof of Publication Received				Property Posting Verified		Comprehensive Plan Recommendations	
Date Initial		Date Initial					
Staff Recommendation <u> </u> Approve <u> </u> Deny		PC Recommendation <u> </u> Approve <u> </u> Deny		City Council Action <u> </u> Approve <u> </u> Deny		Ordinance #	

APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

Please describe the nature and operating characteristics of the proposed use: **Construction of a 145-foot communication monopole with a 4-foot lightning rod for AT&T. The tower and equipment will be located within a 50' x 50' compound with an 8-foot solid wood fence. The compound is surrounded by mature trees that the majority will remain for a landscape buffer.**

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking: The site will not be open to the public. **There will be room inside the compound for the service vehicle to locate during the maintenance of the site.**
2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.). **The compound will be enclosed by an 8-foot solid wood screening fence. Existing trees will be maintained where possible for screening.**
3. Traffic Impacts: **The site will generate two to three trips per month for standard maintenance. There will be no traffic impact.**
4. Protection of Neighborhoods: **The property is buffered to the west by the railroad. The owner of the parcel also owns the property to the north and south. The tower will be over 400 feet from the roadway. There are no neighborhoods in the immediate area.**

What licenses and permits (if any) are required for this proposed use? **AT&T has a license from the FCC to operate in Durant.**

Please list or describe any other reasons to support this Conditional Use Permit Application. **Please see the attached narrative for a detailed description of this CUP application and how it this application meets the Durant code and other reasons to support the CUP application.**



WARRANTY DEED - STATUTORY FORM

Know All Men by These Presents:

James R. Morris and Ethel M. Morris, a Married Couple of **Bryan County**, State of Oklahoma, party of the first part, in consideration of the sum of ---ONE--- DOLLARS and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and convey unto James R. Morris and Ethel M. Morris, as Trustees of the **James R. Morris and Ethel M. Morris Revocable Living Trust**, dated March 8, 2011, 1015 Cemetery Road, Durant, OK 74701, parties of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

5-7-9 Beg 395' N & 74.20' E of SENW on Highland Cemetery Road Row W523.10' to R/R ROW, Swesterly along RR Row 369.59', E 646.50' to Cemetery Road Row which is 100' N & 23.36' W of SE COR TH Neasterly along Cemetery Road Row 310.60' POB. AKA 1425 Cemetery Road, Durant, Bryan County, state of Oklahoma.

68 O.S. 3202 (4)

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 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 delivered this 1 day of April, 2011.

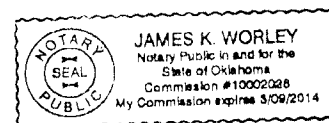
James R. Morris
James R. Morris

Ethel M. Morris
Ethel M. Morris

Before me, the undersigned, a Notary Public in and for said County and State on this 1 day of April, 2011, personally appeared James R. Morris and Ethel M. Morris, a married couple to be 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.

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

James K. Worley
NOTARY PUBLIC



Return To: American Family Estate Preservation, Inc
1700 Woodsmoke Lane
Oklahoma City, OK 73131

Prepared by and return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

Fixed Asset No. 14759576

Market: AROK

Cell Site Number: _____

Cell Site Name: 17671

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this 28 day of March, 2023, by and between James R. Morris and Ethel M. Morris Revocable Living Trust, having a mailing address of 1015 Cemetery Rd., Durant, OK 74701 (hereinafter referred to as "**Landlord**") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 W. 57th Street, New York, New York 10019 (hereinafter referred to as "**Tenant**").

1. The Agreement Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 28 day of March, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement, concerning real property identified by the Bryan County Assessor as Property ID # 070023342 (the "Real Property"), and as is more particularly described on **Exhibit 1** hereto.
2. Tenant exercised the option pursuant to the Option and Lease Agreement and the initial lease term will be Ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with Sixteen (16) successive automatic Five (5) year options to renew.
3. The portion of the Property being leased to Tenant and associated access and utility easements are described in **Exhibit 2** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between

the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

6. This Agreement may be signed executed in any number of Counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

James R. Morris and Ethel M. Morris Revocable
Living Trust

By: Ethel M. Morris

Name: Ethel M. Morris

Title: Trustee

Date: 2-20-2023

Kelly Wingfield
Name: Kelly Wingfield
CC Bohar
Name: CC Bohar

"TENANT"

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: Douglass Walsh

Name: Douglass Walsh

Its: Regional VP - Southwest

Date: 3/28/23

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this 20 day of FEB, 2023 before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared Ethel M. Morris, trustee of the James R. Morris and Ethel M. Morris Revocable Living Trust, who, being duly sworn on their oath, deposed and made proof to my satisfaction that she is the person named in the within instrument; and I, having first made known to her the contents thereof, she did acknowledge that she signed, sealed and delivered the same as her voluntary act and deed for the purposes therein contained.

WITNESS my hand and official seal.

Signature: C. Golden
My Commission Expires: 10/13/24
Commission Number: 22013346



TENANT ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Denton)

On the 28 day of March in the year of 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared David Gongora, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: David Gongora
My Commission Expires: _____
Commission Number: _____

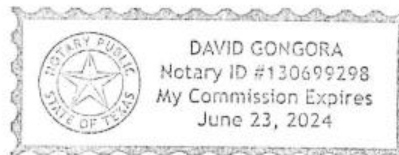


EXHIBIT 1

Description of Real Property

5-7-9 Bcg 395' N & 74.20' E of SENW on Highland Cemetery Road Row W523.10' to R/R ROW, Swesterly along RR Row 369.59'. E 646.50' to Cemetery Road Row which is 100' N & 23.36' W of SE COR TH Neasterly along Cemetery Road Row 310.60' POB. AKA 1425 Cemetery Road, Durant, Bryan County, state of Oklahoma.

EXHIBIT 2

DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT

Page ____ of ____

to the Memorandum of Lease dated _____, 20____, by and between James R. Morris and Ethel M. Morris Revocable Living Trust, having a mailing address of 1015 Cemetery Rd., Durant, OK 74701 (“**Landlord**”) and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 (“**Tenant**”).

The Premises and Access & Fiber/Utility Easement are described and/or depicted as follows:



1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2023-ASW-10442-OE

Issued Date: 08/25/2023

Donna-Marie Stipo
Tillman Infrastructure, LLC
152 West 57th Street
8th Floor
New York, NY 10019

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Durant, OK - TI-17671
Location:	Durant, OK
Latitude:	33-58-35.87N NAD 83
Longitude:	96-22-58.59W
Heights:	650 feet site elevation (SE) 160 feet above ground level (AGL) 810 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 02/25/2025 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (816) 329-2525, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ASW-10442-OE.

Signature Control No: 592629760-597549375

(DNE)

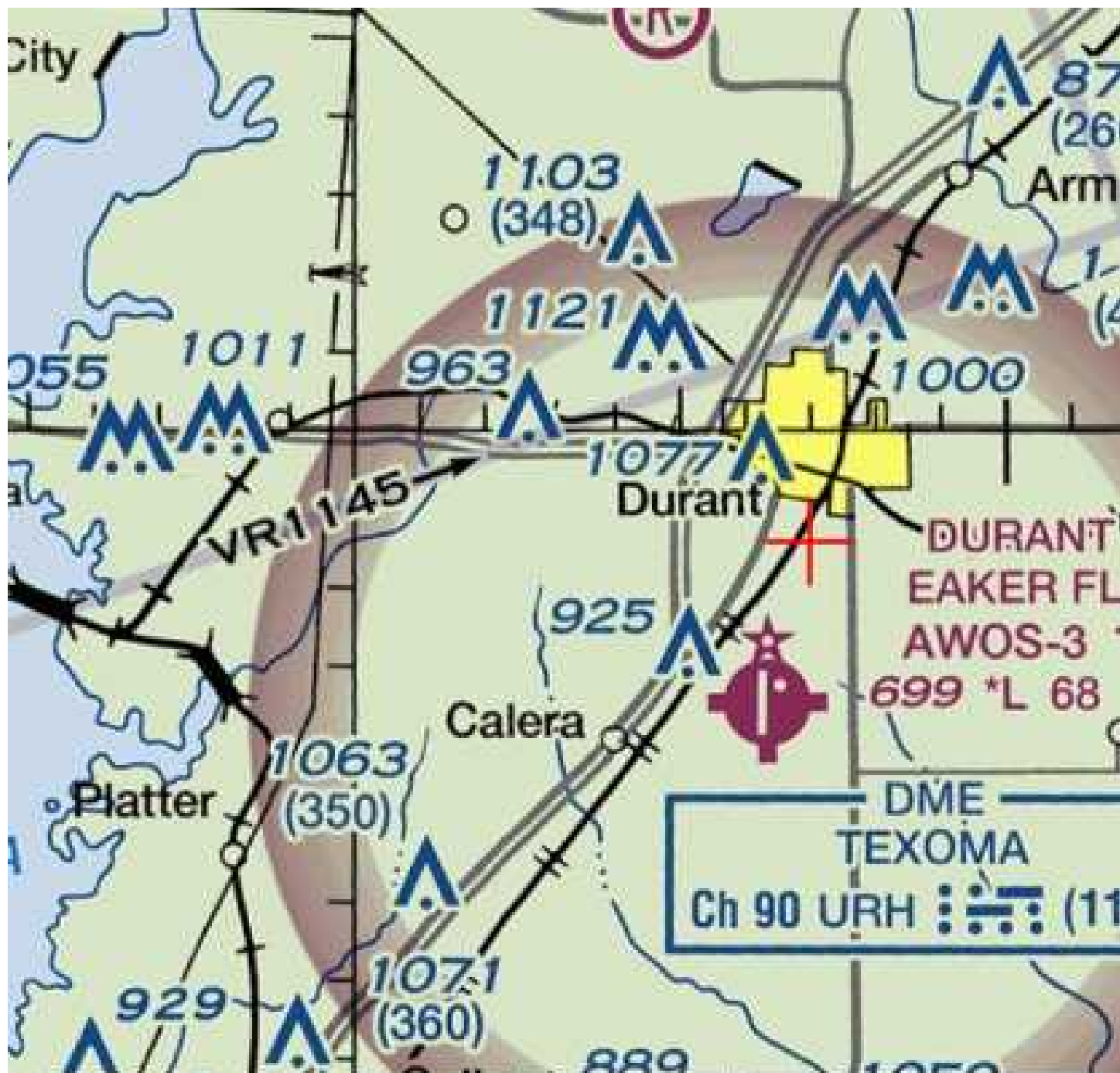
Natalie Schmalbeck
Technician

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2023-ASW-10442-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	824	MHz	500	W
806	901	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2310	MHz	2000	W
2305	2360	MHz	2000	W
2345	2360	MHz	2000	W



§ 156.172 CONDITIONAL USE PERMITS.

(A) The following procedure is established to integrate properly the conditional uses with the other land uses located in the district. These uses shall be reviewed and authorized or rejected under the following procedure:

- (1) An application shall be filed with the office of the City Planning Commission for review. Such application shall be in such form and content as the Planning Commission may by resolution establish;
- (2) The Planning Commission shall within 45 days of the date of the application transmit to the City Council its report as to the effect of such proposed building or use upon the character of the neighborhood, traffic conditions, public utilities, and other matters pertaining to the general welfare and the recommendation of the Planning Commission;
- (3) The Planning Commission may recommend and the City Council may establish such conditions which in its judgment would carry out the purpose and intent of these regulations as a condition or conditions to the permitting of such conditional use. Thereupon, the City Council may authorize or deny the issuance of a building permit for the use of land or buildings as requested;
- (4) For each application for a conditional use permit, a fee as set by the City Council by motion or resolution shall be paid to the City Clerk-Treasurer. The cost of legal publication and required notices shall be the responsibility of the applicant, also each applicant shall submit an accurate legal description and map of the land and existing buildings. A certified abstractor's list of all owners of property located within 300 feet of subject property shall be submitted;
- (5) The Planning Commission shall publish a notice of the public hearing in an official paper or a newspaper of general circulation in the city at least 15 days prior to the date of the public hearing giving the time and place of the public hearing and the proposed conditional use. Notice shall be mailed to all owners of property located within 300 feet of the subject property at least 20 days prior to the hearing; and
- (6) The City Council may make its approval of any conditional use permit subject to conditions when, in its judgment, compliance of the applicant to the conditions would diminish adverse impact of the desired use on surrounding uses. The conditions to be met shall be made an integral part of the City Council action authorizing the conditional use permit.

(B) The following are suggested permit conditions:

- (1) The use is specifically identified and conforms to conditions listed in the zoning regulations;
- (2) The proposed use is not injurious to the present use of the land nor prevents enjoyment of uses already permitted;
- (3) The change should not impede normal or orderly development or improvement of surrounding property;
- (4) Adequate utilities, access roads, drainage, and other necessary facilities are provided;
- (5) Sufficient off-street parking and loading spaces are available;
- (6) The conditional use does not create a nuisance (odors, fumes, dust, noise, and the like) in the area;
- (7) 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;
- (8) The permit is subject to periodic review and must be renewed as set out in these regulations. Any violation of the conditions results in automatic termination. If not used, conditional use permits are void after one year;
- (9) The permit is not transferrable from one applicant to another, so that a change in possession of the property terminates a permit. Caveat: a new permit must be issued to any subsequent applicant who can satisfy the permit conditions; and
- (10) A permit or license fee may be charged in an amount which reflects the administrative costs of regulating the conditional use program.

(Prior Code, § 157.192) (Ord. 1049, passed 10-11-1983; Ord. 1123, passed 3-8-1988)

RESOLUTION # 2023-21

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT IN THE GENERAL AGRICULTURAL "A-1" DISTRICT AND C-2 COMMERCIAL HIGHWAY FOR THE CONSTRUCTION OF A CELLULAR TOWER AT: A part of Section 5, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as Beginning at a point 395 feet North and 74.20 feet East of the SE/4 NW/4 on Highland Cemetery Road; Thence West 523.10 feet to the Railroad Right-of-Way; Thence Southwesterly along Railroad Right-of-Way 369.59 feet; Thence East 646.50 feet to Highland Cemetery Road Right-of-Way, which is 100 feet North and 23.36 feet West of the of the Southeast corner; Thence Northeasterly along Cemetery Road Right-of-Way 310.60 feet to the Point of Beginning.

(Petition of Tillman Infrastructure and AT&T)

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. Tillman Infrastructure and AT&T 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. MISCELLANEOUS

- 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

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Discussion, Consideration and Possible Action on PC2023-31, a Final Plat Request by Tim Attaway for Property Located Near Peppernut Lane and Redbud Lane

The applicant approached staff regarding the rezoning of this property with the desire of building a single family home or residential development.

The subject property is approximately a total of 14.5 acres total and is currently composed of 2 lots with single family residences and 2 vacant lots. The area is made up of mostly Single-Family Residential. Staff has signed off supporting the approval of this plat.

Staff recommends the approval of this plat.

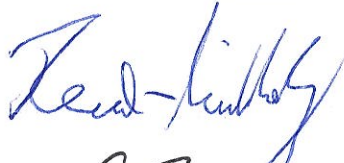
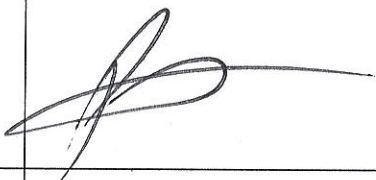
Council Information / Action Requested

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

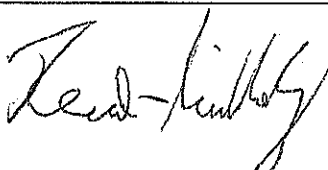
ATTACHMENTS:

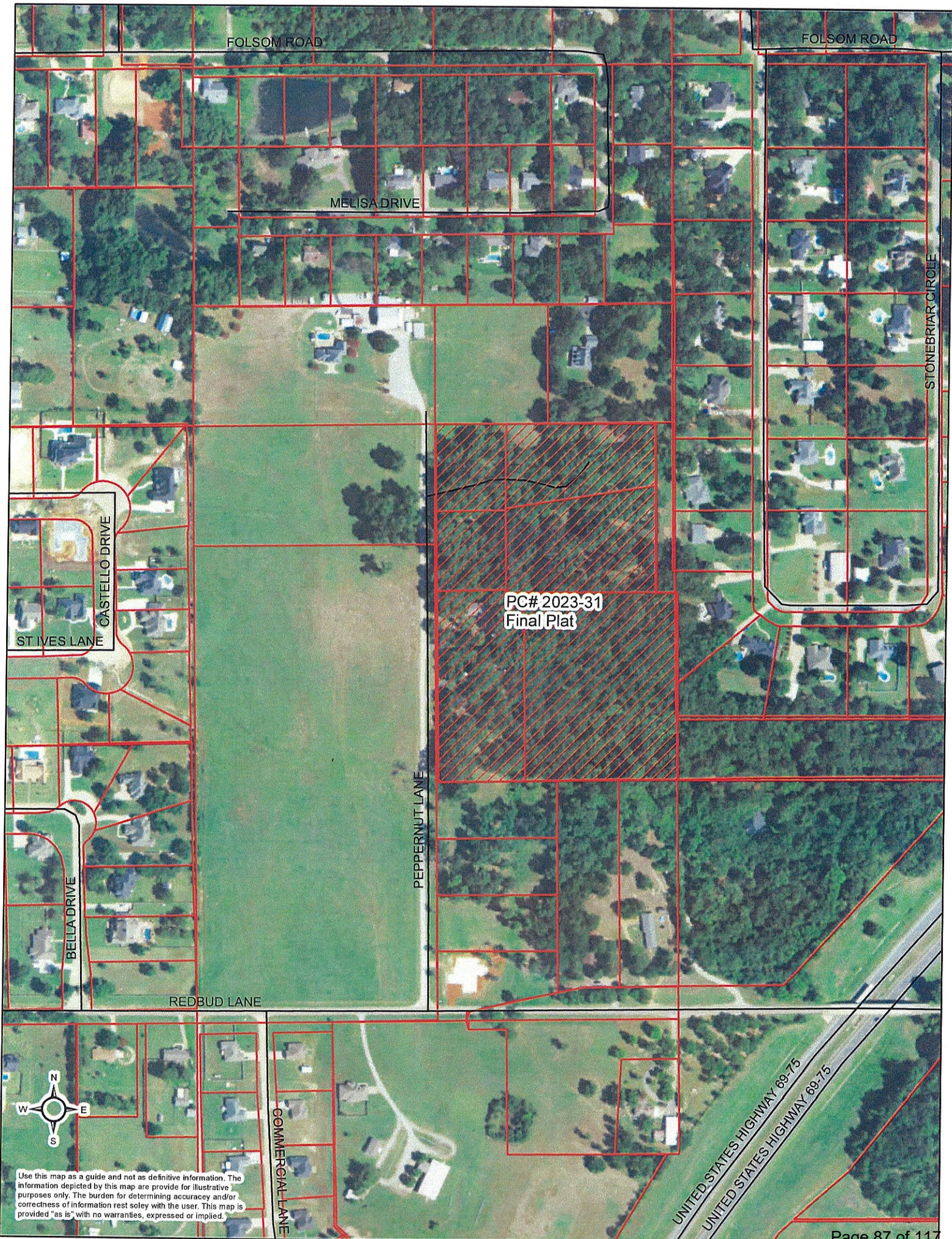
1. PC2023-31 Sign Off Sheets
2. PC2023-31 Maps
3. Final Plat Application
4. Warranty Deeds
5. TIM ATTAWAY FINAL PLAT

COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET
PC2023-31 (ATTAWAY)

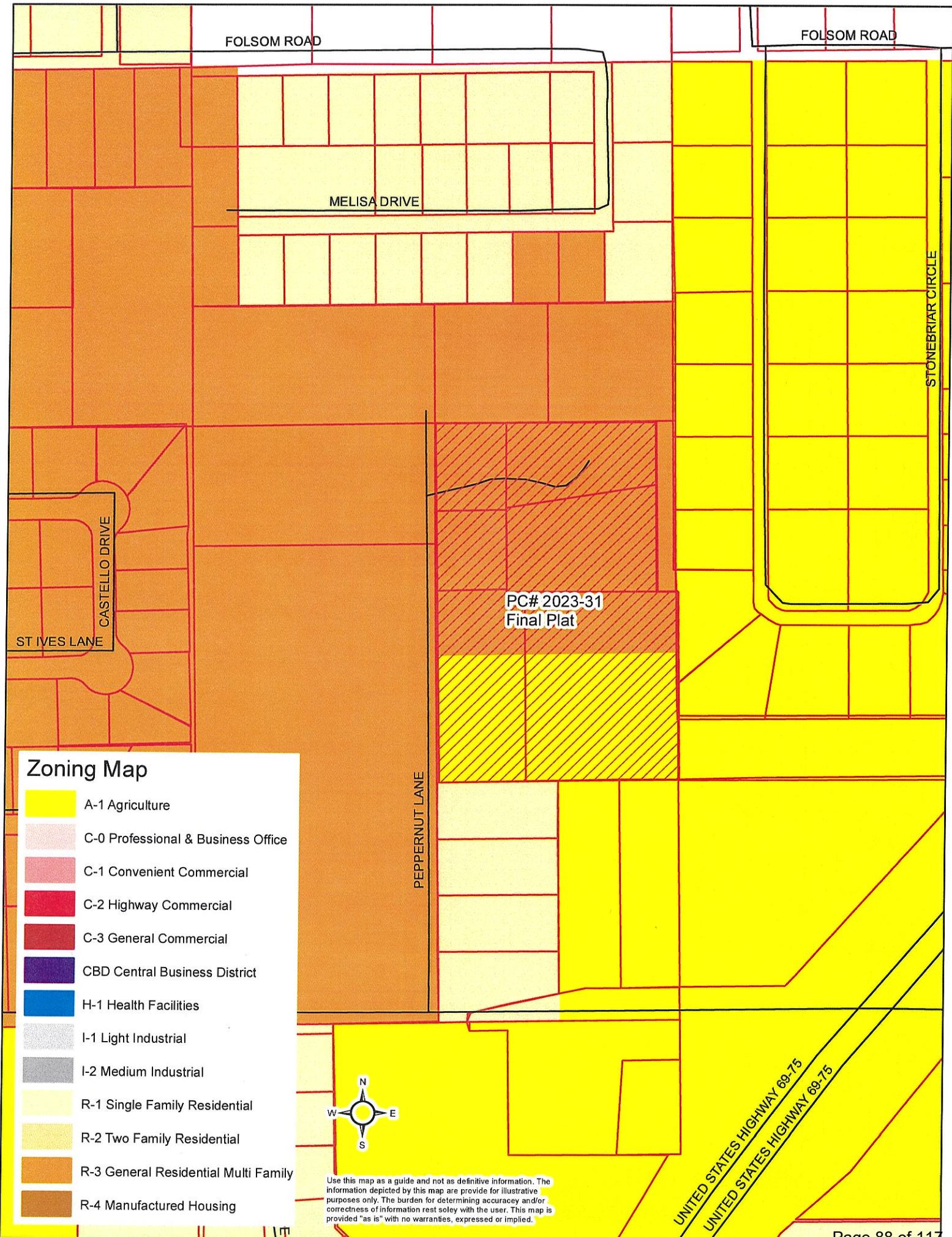
Department	Signature	Date	Notes
Com Dev Director			
M&O Randy Cantrell		10-31-2023	
Streets Carl Meade		10-30-23	
Public Works Director			
Phillip Hightower Fire Marshal		10-30-23	
Brandon Brooks Building Official		10-16-23	
		10-30-23	
Engineer Brandon Wall			

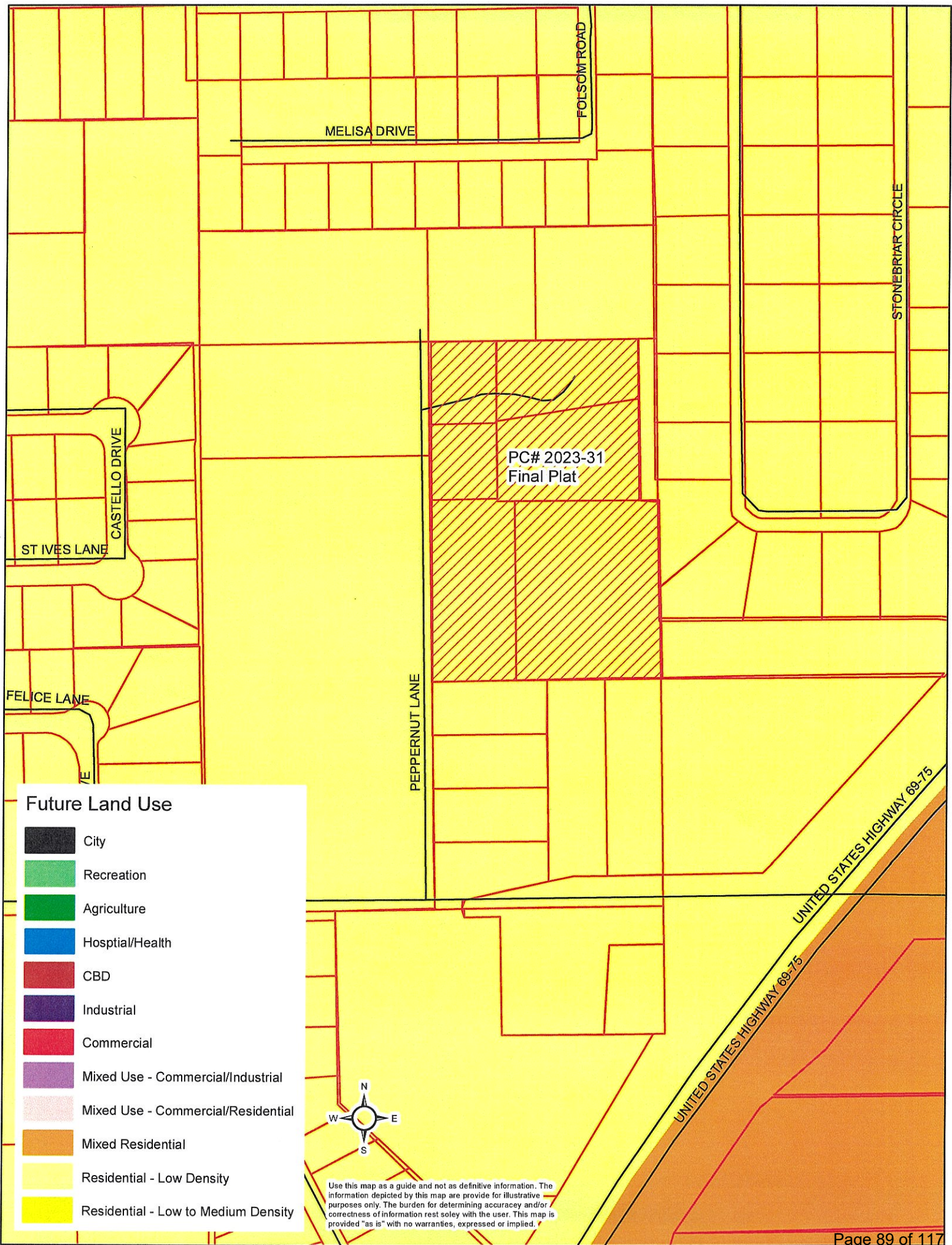
COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET
PC2023-31 (ATTAWAY)

Department	Signature	Date	Notes
Com Dev Director			
M&O			
Randy Cantrell			
Streets			
Carl Meade			
Public Works Director			
Phillip Hightower			
Fire Marshal			
Brandon Brooks		10-16-23	
Building Official			
Engineer		10/30/23	
Brandon Wall			



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





Subdivision/Plat Application

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

Petition # PC2023-31
 Fee \$ 300.00
 Expedited Fee \$ _____

APPLICANT INFORMATION

Name: <u>Tim Attaway</u>	Email: <u>tattaway54@gmail</u>	Phone #1 <u>903-918-3431</u>
Mailing Address: <u>1301 Red Bud Ln</u>		Phone #2
City: <u>Durant</u> State: <u>OK</u> Zip: <u>74701</u>		Fax #
Applicant's Interest in Property: <u>Owner</u>		

SURVEYOR INFORMATION

Name: <u>Page Surveying</u>	Email:	Phone #1 <u>580-920-9101</u>
Mailing Address: <u>319 N. 3rd</u>		Phone #2
City: <u>Durant</u> State: <u>OK</u> Zip: <u>74701</u>		Fax # <u>580-920-9121</u>
Surveyor Oklahoma License Number: <u>1566</u>		

ENGINEER INFORMATION

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

LAND INFORMATION

Legal Description: <u>Section 17, Township 6 South, Range 9 East</u> <u>Bryan Co, State of Okla.</u> <u>*see plat</u>	Parcel Number:
Proposed Subdivision Name: <u>AAA Estates</u>	Current Zone: <u>R1</u>
Proposed Use: <u>single family residence</u>	Proposed Zone: <u>R1</u>
Current Property Owner's Name: <u>Tim Attaway</u>	

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

Applicant: [Signature] Date: 9-27-23

Office Use Only

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

Staff Recommendation Approve Deny	PC Recommendation Approve Deny	City Council Action Approve Deny	Ordinance #
---	--------------------------------------	--	-------------

APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING INFORMATION ADDRESSED:

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

Lot 1 - 1 - one family home - Existing
 Lot 2 - 1 - one family home -
 Lot 3 - 1 - one family home - Existing
 Lot 4 - 1 - one family home

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking:

Lot 1 - Private Parking
 Lot 2 - Private Parking
 Lot 3 - Private Parking
 Lot 4 - Private Parking

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).

N/A
 Water Service Approved -
 DIF - Approved
 Trash Service Established

3. Traffic Impacts:

None

4. Protection of Neighborhoods:

What licenses and permits (if any) are required for this proposed use?

Residential Building Permits

Please list or describe any other reasons to support this application.

STATE OF OKLAHOMA } ss
BRYAN COUNTY

I hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in this office this 7 day of Sept, 2001.

Sammy Reynolds County Clerk



STATE OF OKLA

Bryan County

Documentary Stamps \$225.00

Warranty Deed

(Joint Tenancy)

627521
State of Oklahoma
County of Bryan

Filed 4-15-01

Book 9712 Page 200 This 3:04

Glenda Sue Williams

County Clerk

Deputy

KNOW ALL MEN BY THESE PRESENTS:

That; FRANCES MERLE McELROY-ASHCRAFT, Trustee of THE MARION GILBERT (ROCK) ASHCRAFT AND FRANCES MERLE McELROY-ASHCRAFT TRUST, dated February 4, 1997, 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, do by these presents grant, bargain, sell and convey unto TIM C. ATTAWAY and TERRI J. ATTAWAY, husband and wife, 220 Briarwood, Mt. Pleasant, Texas 75455

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:

S/2 SE/4 NE/4 NW/4 and the North 33 feet of N/2 NE/4 SE/4 NW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the Government Survey thereof; and

The North 297 feet of the South 627 feet of NE/4 SE/4 NW/4 and the South 330 feet of the NE/4 SE/4 NW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the Government Survey thereof.

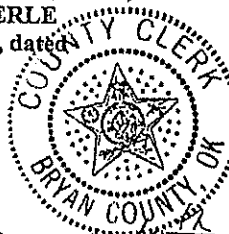
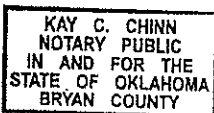
together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

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

Signed and Delivered this 10th day of April, 2001.

Frances Merle McElroy-Ashcraft

FRANCES MERLE McELROY-ASHCRAFT
Trustee of THE MARION GILBERT (ROCK)
ASHCRAFT AND FRANCES MERLE
McELROY-ASHCRAFT TRUST, dated
February 4, 1997



STATE OF OKLAHOMA)

COUNTY OF BRYAN)

) ss.

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of April, 2001, personally appeared FRANCES MERLE McELROY-ASHCRAFT, Trustee of THE MARION GILBERT (ROCK) ASHCRAFT AND FRANCES MERLE McELROY-ASHCRAFT TRUST dated February 4, 1997, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

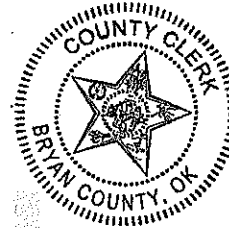
Kay C. Chinn
NOTARY PUBLIC

Bryan County Abstract Company
Serving Bryan County Since 1903

After recording return to:
Scott T. Goad
3425 Overland Drive
Durant, OK 74701

I-2022-741639 Book 1588 Pg: 5
02/07/2022 3:01 pm Pg 0005-0005
Fee: \$ 18.00 Doc: \$ 67.50
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

**WARRANTY DEED
STATUTORY INDIVIDUAL**



Doc Stamps: \$67.50

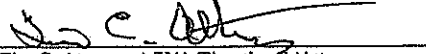
That Tim C. Attaway A/K/A Timothy C. Attaway, a single person, (the "Grantor"), in consideration of the sum of TEN & NO/100 Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do (es) hereby, grant, bargain, sell and convey unto Scott T. Goad, a single person, (the "Grantee"), the following described real property and premises situate in Bryan County, State of Oklahoma, to wit:

A tract of land situated in the East Half of the Northwest Quarter (E/2 NW/4) of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, more particularly described as follows: Commencing at a No. 4 rebar found at the Southeast corner of said E/2 NW/4; Thence North 00 degrees 59 minutes 49 seconds West, along the East line of said E/2 NW/4, a distance of 1181.45 feet to a point; Thence South 89 degrees 07 minutes 58 seconds West, a distance of 55.00 feet to a No. 3 rebar found; Thence South 89 degrees 14 minutes 39 seconds West, a distance of 410.00 feet to a No. 4 rebar found; Thence North 00 degrees 53 minutes 04 seconds West, a distance of 15.00 feet to a No. 4 rebar set for the True Point of Beginning; Thence South 89 degrees 26 minutes 58 seconds West, a distance of 199.00 feet to a No. 4 rebar set; Thence North 01 degrees 01 minutes 17 seconds West a distance of 219.26 feet to a No. 4 rebar set; Thence North 89 degrees 26 minutes 54 seconds East a distance of 199.52 feet to a No. 4 rebar set; Thence South 00 degrees 53 minutes 04 seconds East a distance of 219.26 feet to the Point of Beginning.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. SUBJECT TO easements, rights of way, restrictive covenants of record.

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 date this 2nd day of February, 2022.


Tim C. Attaway A/K/A Timothy C. Attaway

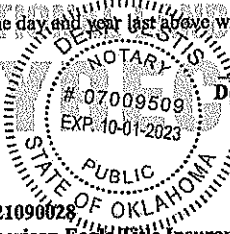
STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 67.50

ACKNOWLEDGMENT - OKLAHOMA FORM

State of: Oklahoma)
County Of: Bryan)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of February, 2022 personally appeared Tim C. Attaway A/K/A Timothy C. Attaway, a single person to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth

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


My Commission Expires: 10/01/2023
File No.: 2021090028
Name of Title Insurer: American Eagle Title Insurance Company

Bryan County Abstract Company
Serving Bryan County Since 1903



12022-741779 Book 1085 Pg 575
02/11/2022 1:58 pm Pg 0578 0576
Fee \$ 18.00 Doc \$ 240.00
Tallying Records - Bryan County Clerk
State of Oklahoma

**JOINT TENANCY
WARRANTY DEED**

Documentary Stamps: \$240.00

That Tim C. Attaway, a single person and Joyce Ann Attaway, a single person, (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 Dustin Davis and Jessica Davis, husband and wife, 13319 S.E. 202 Rd Tahleah OK 74571 as joint tenants and not as tenants in common, with right of survivorship, the whole estate to vest in the survivor, (the "Grantee"), the following described real property and premises situate in Bryan County, Oklahoma, to wit:

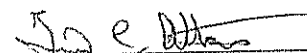
Tract 1: A tract of land situated in the E/2 NW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, more particularly described as follows: Commencing at a No. 4 rebar found at the Southeast corner of said E/2 NW/4; Thence North 00 degrees 59 minutes 49 seconds West, along the East line of said E/2 NW/4, a distance of 1181.45 feet to a point; Thence South 89 degrees 07 minutes 58 seconds West, a distance of 55.00 feet to a No. 3 rebar found for the True Point of Beginning; Thence South 89 degrees 14 minutes 39 seconds West, a distance of 410.00 feet to a No. 4 rebar found; Thence North 00 degrees 53 minutes 04 seconds West, a distance of 234.26 feet to a No. 4 rebar set; Thence North 81 degrees 39 minutes 46 seconds East, a distance of 412.84 feet to a No. 4 rebar set; Thence South 01 degrees 00 minutes 44 seconds East, a distance of 288.73 feet to the Point of Beginning.

Tract 2: A tract of land situated in the E/2 NW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, more particularly described as follows: Commencing at a No. 4 rebar found at the Southeast corner of said E/2 NW/4; Thence North 00 degrees 59 minutes 49 seconds West, along the East line of said E/2 NW/4, a distance of 660.77 feet to a No. 4 rebar found for the True Point of Beginning; Thence South 89 degrees 25 minutes 27 seconds West, a distance of 418.30 feet to a No. 4 rebar set; Thence North 00 degrees 59 minutes 52 seconds West, a distance of 519.26 feet to a No. 4 rebar set; Thence North 89 degrees 14 minutes 39 seconds East, a distance of 363.30 feet to a No. 3 rebar found; Thence North 89 degrees 07 minutes 58 seconds East, a distance of 55.00 feet to a point; Thence South 00 degrees 59 minutes 49 seconds East, a distance of 520.68 feet to the Point of Beginning.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, restrictive covenants of record.

TO HAVE AND TO HOLD said described premises unto said Grantee, and to the heirs, successors and assigns of the survivor, 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 8th day of February, 2022.


Tim C. Attaway


Joyce Ann Attaway

ACKNOWLEDGMENT - OKLAHOMA FORM

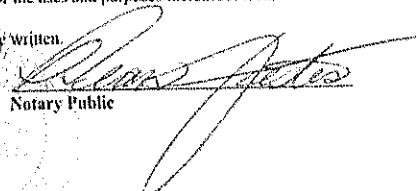
State of: Oklahoma)
County Of: Bryan)

SS.

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 240.00

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of February, 2022 personally appeared Tim C. Attaway, a single person and Joyce Ann Attaway, a single person to me known to be the identical person(s) 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

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


Notary Public

My Commission Expires: 10/01/2023
File No: 2021100046
Name of Title Insurer:

5065
INDEXED

**WARRANTY DEED
(JOINT TENANCY)**

553254
State of Oklahoma
County of Bryan
Filed 10-27-03
Book 1042 Page 540 Tm 2:22
Patricia L. Brady
County Clerk X Deputy

KNOW ALL MEN BY THESE PRESENTS:

That, **TIM C. ATTAWAY** and **TERRI J. ATTAWAY**, husband and wife, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **TOMMY C. ATTAWAY** and **JOYCE ANN ATTAWAY**, joint tenants, Rt. 2 Box 155-5, Durant, OK 74701 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:

A part of the Northwest Quarter of Section 17, Township 6 South Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof. More particularly described as follows; Commencing at the Southeast corner of the Northwest Quarter of said Section 17; Thence North 00 degrees 05 minutes 03 seconds West along the East line of said Northwest Quarter a distance of 1650.0 feet to the point of Beginning; thence North 89 degrees 38 minutes 06 seconds West a distance of 464.08 feet; thence South 00 degrees 05 minutes 03 seconds West a distance of 469.32 feet; thence South 89 degrees 38 minutes 06 seconds East a distance of 464.08 feet to a point of the East line of said Northwest Quarter; thence North 00 degrees 05 minutes 03 seconds East a distance of 469.32 feet to the point of beginning..

R.S.S Family conveyance

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



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

SIGNED AND SEALED this the 24th day of October, 2003.

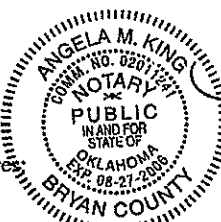
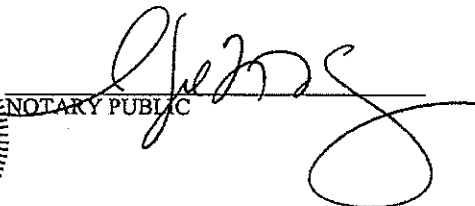

TIM C. ATTAWAY


TERRI J. ATTAWAY

STATE OF OKLAHOMA)
)ss. ACKNOWLEDGMENT
COUNTY OF BRYAN)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of October, 2003, personally appeared TIM C. ATTAWAY and TERRI J. ATTAWAY, husband and wife, and known to me to be the person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration as therein expressed.

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

My Commission Expires  
ANGELA M. KING
COM. NO. 0201124
NOTARY
PUBLIC
IN AND FOR
STATE OF
OKLAHOMA
EXP. 08-27-2006
BRYAN COUNTY

000540

9-26-23

Subject: Authorization to Represent

This document will serve as documentation that the listed property owners in the platting process of AAA Estates located off of Peppernut Lane authorize Tim Attaway to work on their behalf to obtain final approval.

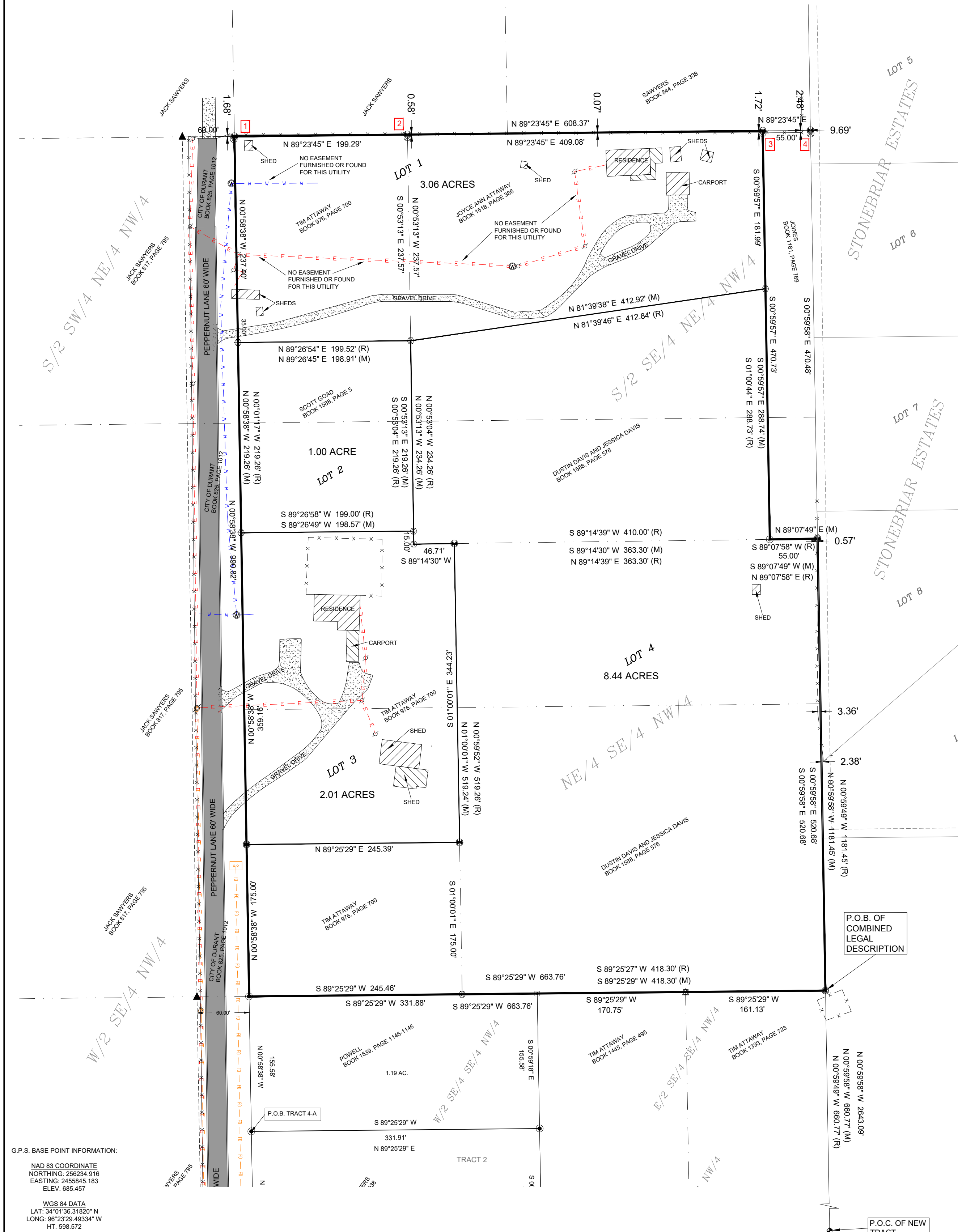
Dustin Davis	Signature _____	Date _____
Joyce Attaway	Signature <u>Joyce Attaway</u>	Date <u>9-26-23</u>
Tim Attaway	Signature <u>Tim Attaway</u>	Date <u>9-26-23</u>
Scott Goad	Signature _____	Date _____

Preliminary platting is being processed by David Page Durant Oklahoma 580-920-9101

See Attached Email Auth.

Scott Goad
Dustin Davis

A A A ESTATES SUBDIVISION - FINAL PLAT
SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST
BRYAN COUNTY, STATE OF OKLAHOMA.



SURVEYOR'S NOTES:

- SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT, COMMITMENT OR TITLE OPINION. NO EASEMENTS OR RIGHTS-OF-WAY WERE PROVIDED TO THE SURVEYOR.
- ALL MEASUREMENTS AS SHOWN ARE IN GRID (SPC NAD 83) BEARINGS, AND GROUND DISTANCES UNLESS OTHERWISE NOTED.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- ALL LATITUDE AND LONGITUDE COORDINATES ARE SHOWN AS WGS 84, DERIVED BY DIFFERENTIAL G.P.S. BASED ON DURANT CONTROL NETWORK BY PAGE SURVEYING AND ASSOCIATES, AND GRID (SPC NAD 83) BEARINGS.
- THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD. A LIMITED ATTEMPT WAS MADE TO RESEARCH COUNTY RECORDS OR OTHER RECORD OFFICES, THEREFORE EASEMENTS AFFECTING THE SUBJECT TRACT MAY NOT BE REFLECTED BY THIS PLAT.
- SUBJECT PROPERTY IS SUBJECT TO STATUTORY SECTION LINE ROAD EASEMENTS WHERE APPLICABLE AND AS SHOWN ON SURVEY PLAT.
- SURVEY PERFORMED USING RTK GPS. COORDINATE SYSTEM IS WGS 84, ALL BEARING ARE REFERENCED TO GRID (SPC NAD 83) BEARINGS.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND MAY BE SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS

DOCUMENTS USED IN PREPARATION FOR THIS SURVEY:

- WARRANTY DEED FROM TIM ATTAWAY TO SCOTT GOAD, FILED ON FEBRUARY 7, 2022 IN BOOK 1588, PAGE 5 IN THE RECORDS OF BRYAN COUNTY, OKLAHOMA.
- WARRANTY DEED FROM TIM ATTAWAY AND JOYCE ANN ATTAWAY TO DUSTIN DAVIS AND JESSICA DAVIS, FILED ON FEBRUARY 11, 2022 IN BOOK 1588, PAGE 576 IN THE RECORDS OF BRYAN COUNTY, OKLAHOMA.
- WARRANTY DEED FROM TIM ATTAWAY AND TERRY ATTAWAY TO TOMMY ATTAWAY AND JOYCE ANN ATTAWAY, FILED ON OCTOBER 27, 2003 IN BOOK 1042, PAGE 540 IN THE RECORDS OF BRYAN COUNTY, OKLAHOMA.
- AFFIDAVIT OF SURVIVING JOINT TENANT, FILED ON FEBRUARY 3, 2020 IN BOOK 1516, PAGE 386 IN THE RECORDS OF BRYAN COUNTY, OKLAHOMA.
- WARRANTY DEED FROM THE MARION GILBERT (ROCK) ASHCRAFT AND FRANCES MERLE MELROY-ASHCRAFT TRUST TO TIM AND TERRY ATTAWAY, FILED ON APRIL 10, 2001 IN BOOK 976, PAGE 700 IN THE RECORDS OF BRYAN COUNTY, OKLAHOMA.
- OTHER VARIOUS ADJOINING RECORD DEEDS AS SHOWN ON PLAT.
- OKLAHOMA CERTIFIED CORNER RECORDS FILED WITH THE OKLAHOMA DEPARTMENT OF LIBRARIES FOR SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN MERIDIAN AND BASE LINE.
- G.L.O. PLAT WITH FIELD NOTES.
- STATE OF OKLAHOMA DEPARTMENT OF HIGHWAYS RIGHTS-OF-WAY PLANS FOR U.S. HIGHWAY NO. 69, OKLAHOMA FEDERAL AID PROJECT NO. F-219 (23) (13).

FLOOD STATEMENT

SUBJECT PROPERTY LIES WITHIN ZONE X OTHER AREAS (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOOD PLAIN), AS DEFINED BY F.E.M.A. MAP# 400130171E. DATED: JUNE 2, 2011.

EXISTING MONUMENT NOTES

- EXISTING 1/2" STEEL PIN (LS 201), S 12°28'40" W, 3.22', DID NOT ACCEPT.
- EXISTING 1/2" STEEL PIN (LS 201), S 00°53'13" W, 3.31', DID NOT ACCEPT.
- EXISTING 1/2" STEEL PIN, S 01°03'59" W, 2.67', DID NOT ACCEPT.
- EXISTING 1/2" STEEL PIN (LS 201), S 01°44'40" E, 3.69', DID NOT ACCEPT.

OWNERS CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS
That TIM AND TERRY ATTAWAY, JOYCE ANN ATTAWAY, SCOTT GOAD AND DUSTIN DAVIS AND JESSICA DAVIS, DURANT, OKLAHOMA being the sole owners of the parent tracts in fee simple of the following described property respectively, to wit:

ORIGINAL PARENT TRACTS:
DEED FILED IN BOOK 976, PAGE 700, BOOK 1515, PAGE 386, BOOK 1588, PAGE 5, AND BOOK 1588, PAGE 576 OF THE RECORDS IN THE OFFICE OF THE COUNTY CLERK, BRYAN COUNTY, OKLAHOMA.

I, DAVID L. PAGE, JR., HEREBY CERTIFY THAT THIS SUBDIVISION PLAT, PREPARED UNDER MY DIRECT SUPERVISION, ACCURATELY REPRESENTS THE FOLLOWING TRACT OF LAND TO WIT:

NEW COMBINED DESCRIPTION OF ALL PARENT TRACTS:

A TRACT OF LAND IN A PART OF THE NE1/4 NE1/4 NW1/4 AND S2 NE1/4 NW1/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN MERIDIAN AND BASE LINE, BRYAN COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH A BASE GRID BEARING BEING N 00°59'58" W, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD 83), ALONG THE EAST LINE OF THE NW1/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SE CORNER OF THE NW1/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST:

THENCE N 00°59'58" W, ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 17, A DISTANCE OF 660.77 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE NE1/4 SE1/4 NW1/4 OF SAID SECTION 17 FOR THE TRUE POINT OF BEGINNING.

THENCE S 89°25'29" W, ALONG THE SOUTH LINE OF THE NE1/4 NW1/4 OF SAID SECTION 17, A DISTANCE OF 663.76 FEET TO THE SOUTHWEST CORNER OF THE NE1/4 SE1/4 NW1/4 OF SAID SECTION 17;

THENCE N 00°59'58" W, ALONG THE WEST LINE OF THE NE1/4 SE1/4 NW1/4 AND S2 NE1/4 NW1/4 OF SAID SECTION 17, A DISTANCE OF 990.82 FEET TO THE NORTHWEST CORNER OF S2 NE1/4 NW1/4 OF SAID SECTION 17;

THENCE N 89°23'45" E, ALONG THE NORTH LINE OF THE S2 NE1/4 SE1/4 NW1/4 OF SAID SECTION 17, A DISTANCE OF 608.37 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 1181, PAGE 789 IN THE RECORDS OF BRYAN COUNTY;

THENCE S 00°59'57" E, ALONG THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 1181, PAGE 789 IN THE RECORDS OF BRYAN COUNTY, A DISTANCE OF 470.73 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 1181, PAGE 789 IN THE RECORDS OF BRYAN COUNTY;

THENCE N 89°07'49" E, ALONG THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 1181, PAGE 789 IN THE RECORDS OF BRYAN COUNTY, A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 1181, PAGE 789 IN THE RECORDS OF BRYAN COUNTY, SAID CORNER BEING ON THE EAST LINE OF THE NW1/4 OF SAID SECTION 17;

THENCE S 00°59'58" E, ALONG THE EAST LINE OF THE NE1/4 SE1/4 NW1/4 OF SAID SECTION 17, A DISTANCE OF 520.68 FEET BACK TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINS 14.50 ACRES MORE OR LESS.

BASES OF BEARINGS: N 00°59'58" W, ALONG THE EAST LINE OF NW1/4 OF SAID SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN MERIDIAN AND BASE LINE, BRYAN COUNTY, OKLAHOMA, BY R.T.K. G.P.S. OBSERVATION, REFERENCED TO THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83). THE AFORESAID PARCEL OF LAND DESCRIBED BY DAVID L. PAGE, JR., PLS NO. 1566, ON JANUARY 25, 2023.

We hereby offer for dedication to the public, the use of public facilities and easements, except for private streets and other amenities specified and shown on the annexed plat of A A A ESTATES SUBDIVISION to Durant, Oklahoma. The transaction of this irrevocable offer of dedication shall be consummated upon the execution of the Durant City Planning Commissions Approval and Acceptance, but subject to the restrictive covenants referenced below. For the purpose of providing an orderly development of A A A ESTATES SUBDIVISION to Durant, Oklahoma, we hereby provide restrictive covenants filed in Book _____, Page _____, of the records in the office of the County Clerk, Bryan County, Oklahoma.

DATE SIGNED _____ OWNER, MEMBERMANAGER DATE SIGNED _____ OWNER, MEMBERMANAGER

DATE SIGNED _____ OWNER, MEMBERMANAGER DATE SIGNED _____ OWNER, MEMBERMANAGER

DATE SIGNED _____ OWNER, MEMBERMANAGER DATE SIGNED _____ OWNER, MEMBERMANAGER

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned Notary Public, in and for said county and state on this _____ day of _____, 2023, personally appeared _____ to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the OWNER and acknowledges to me that he executed the same as his free given under my hand and seal the day and year listed above written, therein set forth.

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

My commission expires: _____ Notary Public

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned Notary Public, in and for said county and state on this _____ day of _____, 2021, personally appeared _____ to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the OWNER and acknowledges to me that he executed the same as his free given under my hand and seal the day and year listed above written, therein set forth.

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

My commission expires: _____ Notary Public

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned Notary Public, in and for said county and state on this _____ day of _____, 2022, personally appeared _____ to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the OWNER and acknowledges to me that he executed the same as his free given under my hand and seal the day and year listed above written, therein set forth.

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

My commission expires: _____ Notary Public

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned Notary Public, in and for said county and state on this _____ day of _____, 2021, personally appeared _____ to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the OWNER and acknowledges to me that he executed the same as his free given under my hand and seal the day and year listed above written, therein set forth.

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

My commission expires: _____ Notary Public

LICENSED LAND SURVEYORS CERTIFICATE

I, David Lee Page, Jr., a Licensed Land Surveyor in the State of Oklahoma, do hereby state that this plat of survey for A A A ESTATES SUBDIVISION, in addition to the City of Durant, is based on an actual field survey, by myself, or under my direction, in conformance with the Oklahoma Minimum Standards for the Practice of Land Surveying. All lot and block corners of aforementioned plat will be 3" steel pins set with PLS 1966 ID cap unless otherwise shown on plat. This plat of A A A ESTATES SUBDIVISION is subject to easements and/or rights-of-way, covenants, and other restriction, either recorded, or implied, thereof.

David L. Page, Jr. 10-3-23
David L. Page, Jr., P.L.S. 1566 Date

**STATE OF OKLAHOMA
COUNTY OF BRYAN**

Before me, the undersigned, a Notary Public in and for said County and State on this 3rd day of October, 2023, personally appeared David L. Page, Jr., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

David L. Page, Jr.
Notary Public
MAY 22 2027
Commission Expiration

COUNTY TREASURERS CERTIFICATE

I, _____, The duly elected and qualified County Treasurer of Bryan County, Oklahoma, do hereby certify that there are no unpaid taxes up to and including the year 2022 on the described real property known as A A A ESTATES SUBDIVISION 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, a Notary Public in and for said County and State on this _____ day of _____, 2023, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public
Commission Expiration

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 CLERK CERTIFICATE
STATE OF OKLAHOMA
COUNTY OF BRYAN**

This instrument, _____, was filed on the _____ day of _____, 2023, at _____, and duly recorded in book _____, page _____.

County Clerk

DURANT CITY PLANNING COMMISSION - APPROVAL AND ACCEPTANCE

I, _____, Chairman of the Durant Planning Commission for the City of Durant, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat of A A A ESTATES SUBDIVISION, on this _____ day of _____, 2023.

Chairman

Secretary

DURANT CITY COUNCIL - APPROVAL AND ACCEPTANCE

Let it be resolved by the City Council of the City of Durant, Bryan County, Oklahoma, that the streets, avenues, and easements for public use on this plat of A A A ESTATES SUBDIVISION, to the City of Durant, Bryan County, Oklahoma and are hereby accepted. Adopted by the City Council of the City of Durant, Bryan County, Oklahoma, this _____ day of _____, 2023.

Signed _____ Mayor Signed _____ City Clerk

OWNER

NOTARY

OWNER

NOTARY

DAVID L. PAGE, JR.
PROFESSIONAL LAND SURVEYOR #1566
C.A. # 1091, EXPIRES 6-30-2025

OWNER

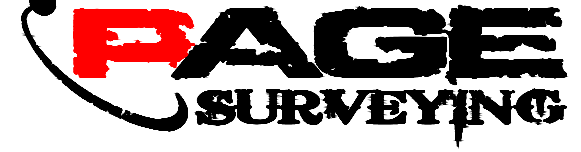
NOTARY

DAVID L. PAGE, JR.
PROFESSIONAL LAND SURVEYOR #1566
C.A. # 1091, EXPIRES 6-30-2025

TREASURER

CLERK

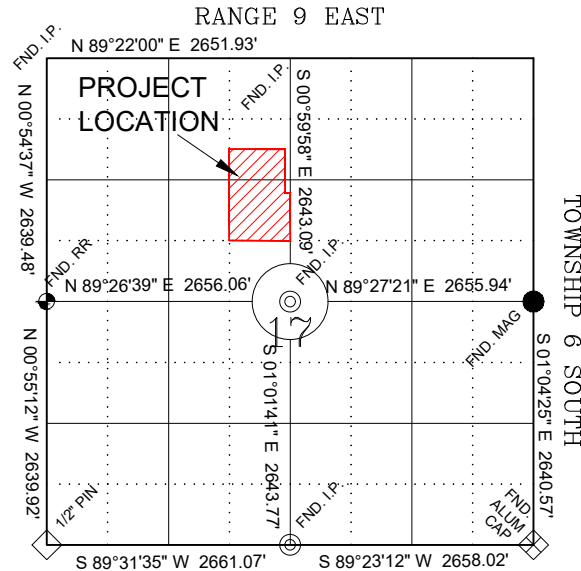
ENVIRONMENTAL QUALITY



319 N. 3rd AVENUE
DURANT, OKLAHOMA 74701
(580) 920-9101 OR (580) 239-0176

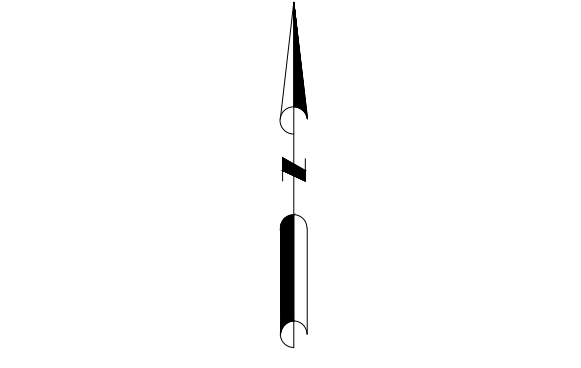
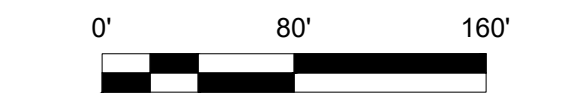
A A A ESTATES SUBDIVISION
FINAL PLAT

SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 9 EAST
BRYAN COUNTY, STATE OF
OKLAHOMA.



LOCATION MAP
FIELD DATA AND MEASUREMENTS FOR SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 9 EAST, BRYAN COUNTY,
OKLAHOMA

LOCATION
SECTION 17
TOWNSHIP 6 SOUTH, RANGE 9 EAST
BRYAN COUNTY



-BASIS OF BEARINGS-
BEARINGS OBTAINED FROM G.P.S. OBSERVATIONS
(SPC NAD 83)
CONTROLLING CORNERS ARE EXISTING CORNERS FOUND
AT THE SECTION CORNERS AND 1/4 CORNERS OF SECTION
17, TOWNSHIP 6 SOUTH, RANGE 9 EAST, BRYAN COUNTY,
OKLAHOMA.

GENERAL NOTES

SUBJECT TO EASEMENTS AND/OR RIGHTS-OF-WAY, EITHER
RECORDED, OR IMPLIED, THEREOF.

NO UTILITIES OF ANY KIND HAVE BEEN LOCATED EXCEPT THOSE
SHOWN ON THE ABOVE PLAT.

CONTROLLING CORNERS FOR THIS SURVEY ARE AS SHOWN ON THE
LOCATION MAP.

THIS IS NOT A VALID SURVEY WITHOUT THE SURVEYOR'S ORIGINAL
SIGNATURE AND ORIGINAL SEAL.

PORTIONS OF THIS PLAT ARE IN COLOR, PHOTO AND ELECTRONIC
COPIES OF THIS PLAT MAKE IT INVALID AND MAY ALTER ITS
MEANING.



NO.	REVISION/ISSUE	DATE

SURVEY INFORMATION 12-4-22 to 1-4-23 &
FIELD WORK PERFORMED: 9-26-23
DATE OF LAST SITE VISIT: 9-26-23
PRELIMINARY PLAT COMPLETED: 9-26-23
FINAL PLAT COMPLETED: 9-26-23

Project Name and Address
A A A ESTATES SUBDIVISION
TIM ATTAWAY, JOYCE ANN ATTAWAY
SCOTT GOAD, DUSTIN AND JESSICA DAVIS
DURANT, OKLAHOMA

DATE 10-3-23
SCALE 1" = 80'
SHEET NO. 1 OF 1



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: 17980 CDBG-Small Cities 20 Water Treatment Plant SCADA Improvements (C-2020-68 GC)

A. Consideration, Discussion and Possible Action to Approve Resolution R-2023-22 for Proof of Public Hearing.

B. Consideration, Discussion and Possible Action to Accept the Water Treatment Plant - SCADA Improvements 17980 CDBG Small Cities 20 Project as Successfully Complete.

C. Consideration, Discussion and Possible Action to Approve the 17980 CDBG Small Cities 20 Closeout Documents.

Project successfully completed in September 2023 and contributed match exceeded the requirement.

The following documentation is uploaded for your reference:

Final Expenditure Report (This has been submitted to ODOC & approved)
Project Ledger
Closeout Certification (This is an online form and is distorted when printed.)
LMI Beneficiary Report
*Final Wage Compliance Report - (Three contractors - all payroll in compliance with Federal Wage Rates)
*Section 3 Report
Certificate of Completion signed by project engineer & Inspector

*Due to missing information at time of this memo, the starred items will be presented before council meeting.

Also, a successful monitoring of the entire project was conducted by ODOC in October. A letter was received with an approval and no findings.

Council Information / Action Requested

- A. Approve Resolution R-2023-22 for Proof of Public Hearing.
- B. Accept the Water Treatment Plant - SCADA Improvements 17980 CDBG Small Cities 20 Project as Successfully Complete.
- C. Approve the 17980 CDBG Small Cities 20 Closeout Documents.

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

ATTACHMENTS:

- 1. R-2023-22 PH CDBG SC 17980 Closeout Resolution
- 2. 17980 CDBG Final Expenditure Report
- 3. 17980 CDBG - Project Ledger
- 4. 17980 CDBG Closeout Certification page
- 5. 17980 LMI Beneficiary Summary Form

6. Durant 17980 Certificate of Project Completion

RESOLUTION No. R-2023-22

**A RESOLUTION FOR CLOSEOUT PUBLIC HEARING
OK Department of Commerce
2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SMALL CITIES PROGRAM
17980 CDBG 20**

WHEREAS, the City of Durant has completed the 2020 Community Development Block Grant through the CDBG - Small Cities Program project 17980 CDBG 20 (C-2020-68) for Water Treatment Plant SCADA improvements; and

WHEREAS, the performance period for the 17980 CDBG 20 (C-2020-68) for Water Treatment Plant SCADA improvements was September 25, 2020 through September 25, 2023; and

WHEREAS, as required by the 2020 grant program guidelines and the City's Citizen Participation Plans for years 2020 through 2023, a public hearing was conducted on this date to provide project and program information; and

WHEREAS, the public hearing notice was posted in six public view locations, as well as posted on the City of Durant's website and Facebook page, and identified as an agenda item on the official agenda, local media outlets notified, with public invitation to attend the public hearing or connect via a live stream option; and

WHEREAS, the City's on-staff Grants Coordinator conducted the public hearing as a separate item during today's City Council meeting on November 14 at 6:00 PM and provided information about the 2020 CDBG Small Cities program and completed project as outlined per grant guidelines and Citizen Participation Plans; and

WHEREAS, the City's on-staff Grants Coordinator will include all Public Hearing documentation and approved closeout items to be submitted to OK Department of Commerce by November 23, 2023.

NOW THEREFORE, BE IT RESOLVED by the Durant City Council that the City of Durant confirms the public hearing was held on today's date, as stated in this Resolution as required for the 2020 CDBG Small Cities closeout.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant, Oklahoma this November 14, 2023, at a meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. § 301 et seq.

Martin Tucker, Mayor

ATTEST:

Cynthia Price, City Clerk

Durant, City of

CDBG-EXP-2020-DURANT CI-03081

Expenditure Report

Contractor Name: Durant, City of

Contract #: 17980 CDBG 20

Month
OctoberYear
2023**Type of Expenditure Report**Monthly ☒ Final

Revised

INTEREST RECONCILIATION

Total Interest Earned \$0

(YTD):

Less Interest Expended \$0

(YTD):

Interest Earned Cash \$0

Balance:

CASH RECONCILIATION

Cash Received \$152,222.00

(YTD):

Cash Expended \$152,222.00

(YTD):

Unexpended Cash \$0

Balance:

Category	Current Expenditures	YTD Expenditures	Budget	Remaining Balance
Construction	\$152,222.00	\$152,222.00	\$152,222.00	\$0
Engineering/Architect	\$0	\$0	\$0	\$0
Inspection	\$0	\$0	\$0	\$0
Planning	\$0	\$0	\$0	\$0
Direct Grantee Admin	\$0	\$0	\$0	\$0
Public Facilities Admin	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
TOTAL CDBG COSTS	\$152,222.00	\$152,222.00	\$152,222.00	\$0
Leverage/Match	\$1,913,616.31	\$1,913,616.31	\$1,885,914.00	(\$27,702.31)

By submitting this report, I hereby certify that the expenditures reported are taken from the original Books of Account and that such expenditures are valid and consistent with the terms of the contract.

Revision Explanation:

17980 CDBG 20

INCODE 9

015.805.555.62.03 015.027.552.65.02

SCADA

INCODE 10

015.805.560.6802 015.027.560.6804

250.138.560.6803

PO	INV or PAY APP	PAID	CK	TOTAL EXP	LOAN	ADDTL CASH	WTP ENGINEERING	CONST CONTRACT	CDBG	CDBG EXP	CDBG MATCH	TOTAL SCADA	(LOAN) SCADA ENGINEERING	TOTAL CDBG PROJECT
FY 20-21					1,255,938.00	14,062.00	299,985.00	1,675,000.00	152,222.00		155,929.00	255,000.00	53,151.00	308,151.00
2171396	WTP ENG													
	1	9.4.20	182033	51,015.75			51,015.75							
	2	12.18.20	183345	65,931.75			65,931.75							
	3	5.14.21	185127	36,628.75			36,628.75							
	4	2.5.21	183845	14,651.50			14,651.50							
	5	3.5.21	184212	34,812.25			34,812.25							
	6	4.9.21	184655	12,835.00			12,835.00							
2173131	ENGINEER													
	2021-34	6.4.21	185422	38,320.00							38,320.00		38,320.00	38,320.00
2174210	CONST													
	PAY APP 1	6.4.21	185381	28,500.00	28,500.00			28,500.00						
FY 21-22														
2275400	WTP ENG													
	No Expenditures													
2274951	CONST													
	PAY APP 2	10.8.21	186987	76,915.04	62,915.04				14,000.00	14,000.00		14,000.00		14,000.00
	PAY APP 3	11.5.21	187325	33,630.00	27,630.00			33,630.00	6,000.00	6,000.00		6,000.00		6,000.00
	PAY APP 4	1.7.22	188128	70,680.00	70,680.00			70,680.00						
	PAY APP 5	1.7.21	188128	49,704.00	49,704.00			49,704.00						
	PAY APP 6	3.4.22	188778	156,072.65	156,072.65			156,072.65						
	PAY APP 7	4.4.22	189364	134,303.40	134,303.40			134,303.40						
	PAY APP 8	5.6.22	189520	85,661.69	85,661.69			85,661.69						
	PAY APP 9	6.17.22	190038	129,200.95	129,200.95			129,200.95						
	PAY APP 10	7.15.22	190505	59,023.50	54,023.50			59,023.50	5,000.00	5,000.00		5,000.00		5,000.00
FY21-22 BALANCES				1,077,886.23	457,246.77	14,062.00	84,110.00	928,223.81	127,222.00	25,000.00	117,609.00	230,000.00	14,831.00	244,831.00
	Replacing \$ for mis-allocation				25,000.00									
FY 22-23 BEGINNING BALANCES				1,077,886.23	432,246.77	14,062.00	84,110.00	851,308.77	127,222.00	25,000.00	117,609.00	230,000.00	14,831.00	244,831.00
2380647	WTP ENG													
	8	11.7.22	191973	44,008.80			44,008.80							
2379674	CONST													
	PAY APP 11	10.14.22	191683	121,471.75	106,471.75			121,471.75	7,500.00	7,500.00	7,500.00	15,000.00		15,000.00
	PAY APP 12	10.24.22	191683	83,125.00	83,125.00			83,125.00						
	PAY APP 13	12.9.22	192361	291,175.00	143,675.00			291,175.00	68,972.00	68,972.00	78,528.00	147,500.00		147,500.00
	PAY APP 14	2.17.23	193157	37,002.50	26,752.50			37,002.50	5,125.00	5,125.00	5,125.00	10,250.00		10,250.00
	PAY APP 15	3.3.23	193352	33,962.50	23,712.50			33,962.50	5,125.00	5,125.00	5,125.00	10,250.00		10,250.00
	PAY APP 16	5.5.23	194247	68,406.27	55,406.27			68,406.27	6,500.00	6,500.00	6,500.00	13,000.00		13,000.00
	Replacing \$ for mis-allocation				45,500.00									
	PAY APP 17	7.14.23	195162	51,190.75	37,128.75	14,062.00		51,190.75						
	Loan Increase				20,000.00									
	Loan Increase				40,350.00									
	PAY APP 18	9.15.23	196012	73,625.00	41,325.00			73,625.00	32,300.00	32,300.00	0.00	32,300.00		32,300.00
FY22-23 Balances				1,881,853.80	20,500.00	0.00	40,101.20	91,350.00	1,700.00	150,522.00	14,831.00	1,700.00	14,831.00	16,531.00
FY 23-24														
2484551	WTP ENG													
	FINAL INVOICE	9.22.23	196177	40,101.20			40,101.20							
2484521	ENGINEER													
	2023-091	9.22.23	196177	14,831.00							14,831.00		14,831.00	14,831.00
2485054	CONST													
	CO 1							17,232.00						
	CO 2							20,470.31						
	Loan Increase				127,352.31									
	PAY APP 19	9.22.23	196137	129,052.31	127,352.31			129,052.31	1,700.00	1,700.00		1,700.00		1,700.00
PROJECT BALANCES				2,065,838.31	0.00	0.00	0.00	0.00	0.00	152,222.00	0.00	0.00	0.00	0.00

1,712,702.31 FINAL CONST
 299,985.00 WTP ENG
 53,151.00 SCADA ENG
 2,065,838.31 TOTAL \$\$\$

Tim Thurman 10/6/2023
 FINANCE DIRECTOR / TREASURER

Durant, City of

CDBG-SC-2020-DURANT CI-00116

Closeout Certification Page

Applicant:

City of Durant

Contract #:

17980 CDBG 20

I. FINAL CASH
RECONCILIATION

- | | | |
|----|---|--------------|
| A. | Total cash received under this contract (include cash in transit) | \$152,222.00 |
| B. | Less: Total accrued Expenditures this contract | \$152,222.00 |
| C. | Excess Cash on Hand to be refunded to ODOC | \$0 |
| D. | I certify that the expenditures reported are taken from the original books of account and that such expenditures are valid and consistent with the terms of this contract. | |
| E. | I further certify that the attached check in the amount of \$0 (Same as Line C above) fully represents all the money received for but not expended in performance of this Contract. | |
| F. | This amount is refunded to ODOC in accordance with the terms of the contract. | |

II. RELEASE

- | | |
|----|---|
| A. | Pursuant to the terms of this contract and in consideration of the Total Accrued Expenditures referred to in Line B above which have been paid or will be paid to the Contractor under this contract, Contractor, upon payment of any remaining balance by ODOC, does remise, release and discharge the State of Oklahoma, ODOC and |
|----|---|

Closeout Certification Page

their officers, agents and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the performance of this contract.

- B. I understand that the Total Accrued Expenditures certified in I.D. above will become the final total obligated amount of this contract.

III.

**ASSIGNMENT OF
REFUNDS, REBATES
AND CREDIT**

Pursuant to the terms of this contract and in consideration of payment of costs as provided in said contract, Contractor does hereby:

- A. Assign, transfer, set over and release to the Oklahoma Department of Commerce all right, title and interest to all refunds, rebates and credits or other amounts, including any interest thereon, arising out of the performance of this contract, together with all rights of action accrued or which may accrue thereunder.
- B. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts, including any interest thereon, due or which may

Durant, City of

CDBG-SC-2020-DURANT CI-00116

Closeout Certification Page

become due and to forward promptly by check made payable to the Oklahoma Department of Commerce any proceeds so collected.

C. Agree to cooperate fully with the Oklahoma Department of Commerce as to any claim or suit in connection with such refunds, rebates, credits or other amounts due, including any interest thereon; to execute any protest, pleading, application, power of attorney or documents in connection therewith; and to permit the Oklahoma Department of Commerce to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

Total Beneficiaries:
15856

LMI Beneficiaries:
9196

Submitted By:

Name

Title

LMI BENEFICIARY SUMMARY FORM

Town/City or Target Area: City of Durant

COUNTY: Bryan

A. AUTOMATIC LMI QUALIFICATION? - YES OR NO

YES

* IF YES- Use the LowMod tables found in the CDBG APP Guidelines Appendix for completion of the LowMod %, LowModUniv, and LowMod Beneficiary Information.

*** IF NO, Skip to "B" Below**

Qualifying LMI % =	54.00%
Population / "LowModUniv" =	15,720
LMI "LowMod" Beneficiaries =	8,500

B. LMI SURVEY CONDUCTED? - YES OR NO

YES

* IF YES- Indicate Survey Date - (M/D/YR)

7/17/2017

* IF YES- For eligible Town/City wide activities, use the LowMod tables in the CDBG APP Guidelines Appendix for total persons (LowModUniv). For targeted activities, the applicant will need to independently verify the total persons and total occupied households information.

Total Persons / Beneficiaries in Activity Target Area = 15,856

Total Occupied Households in Activity Target Area = 5,549

* IF YES- Complete "C" Below. NOTE: The "LMI Survey Summary" row immediately below will automatically update as table data is entered. No data entry is required.

LMI Survey Summary:

Total Beneficiaries (Persons)=

15,856

Total LMI Beneficiaries (Persons)=

9,196

LMI %

58.00%

C. IF A LMI SURVEY WAS CONDUCTED AS INDICATED BY ANSWERING YES IN "B" ABOVE, SUMMARIZE THE LMI SURVEY SHEETS IN THE TABLES BELOW.

[illegible]

Column Total:	70	42	79	63	31	26	34	22	8	12	9	2	1	0	0	1
---------------	----	----	----	----	----	----	----	----	---	----	---	---	---	---	---	---

SUMMARY TABLE		City of Durant						Survey Date: 42933								
County Income Levels	\$29,400		\$33,600		\$37,800		\$42,000		\$45,400		\$48,750		\$52,100		\$55,450	
Number of People in Each Family	1		2		3		4		5		6		7		8	
Below or Above the County Income Levels	Below	Above	Below	Above	Below	Above	Below	Above	Below	Above	Below	Above	Below	Above	Below	Above
Number of Families Surveyed	70	42	79	63	31	26	34	22	8	12	9	2	1	0	0	1
Individual Person Totals Accounted for by Survey Per Income Level and "Below" or "Above" Status																
Persons Accounted for by Survey	70	42	158	126	93	78	136	88	40	60	54	12	7	0	0	8
			Total Number of Occupied Households/Homes in Activity Target Area = 5,549													
			Total Number of Persons in the Activity Target Area = 15,856													
			Total Number of Occupied Households/Homes Surveyed in the Activity Target Area = 400													
			Total Number of Families Below the Low and Moderate Income Level = 232													
			Percentage of Total Families Below the Low and Moderate Income Level = 58.00%													
			Total Number of Beneficiaries (Persons) = 15,856													
			Total number of LMI Beneficiaries (persons) based on survey results = 9,196													
			Percentage of Total Persons Below the Low and Moderate Income Level = 58.00%													

PAGE 4

CDBG Project Completion / Final Inspection

(Note: CDBG contracts may have more than one activity, please submit a completed form for each.)

CDBG Grantee: _____

CDBG Contract Number: _____

CDBG Certified Grant Administrator (as applicable): _____

Project Activity: _____

Contractor & Company Name: _____

Construction/Activity Completion Date: _____

Final Inspection Date: _____

Certifications:

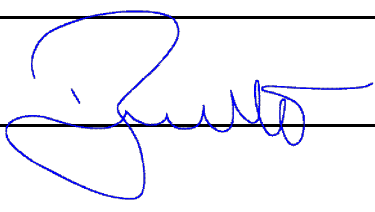
To the best of my knowledge, this is to certify that all work/improvements made on this CDBG project has been completed in accordance with the grant application, grant agreement, and bid specifications, authorized change orders, and that there are no pending issues. This certification is for the benefit of all parties of said improvements.

Print Name of Chief Elected Official: _____

Signature Chief Elected Official: _____ Date: _____

Print Name of Engineer/Architect: _____

Print Name of Associated Firm: _____ Phone: _____

Signature Engineer/Architect:  _____ Date: _____

Print Name of Inspector/ _____ Phone: _____

Other:
(as applicable)

Signature Inspector/Other: _____ Date: _____



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Discussion, Consideration, and Possible Action to Approve Change Order No. 1 to Modify Contract C-2021-68 GEN with Dave's Electrical Service & Systems Extending Contract Completion Date for the Generator Project at the Weather Radar site from July 17, 2023 to December 31, 2023.

In May 2022, the Council approved the attached Contract C-2021-68 in the amount of \$ 45,474 for the Weather Radar generator project. The Contractor immediately ordered the generator; however, due to backordered parts, the generator delivery continued to be delayed. Because of the lull in the weather radar project, the Grants Department was unaware the contract had expired. The Grants Department created the attached Change Order No. 1 to extend the contract date to December 31.

Since early this year, the Contractor has made several trips for the site's electrical prep. The generator was delivered to a safe place in Durant on September 22, 2023. The concrete pad, propane tank and generator installation should be complete before the end of November.

This project is 100% funded by the Weather Radar ARPA special allocation.

Council Information / Action Requested

Approve Change Order No. 1 to Modify Contract C-2021-68 GEN with Dave's Electrical Service & Systems Extending Contract Completion Date for the Generator Project at the Weather Radar site from July 17, 2023 to December 31, 2023.

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

The Grants Department will coordinate the successful project completion.

ATTACHMENTS:

1. C-2021-68 GEN Radar Generator - Dave's Electrical Contract
2. Change Order No 1 for Weather Radar Generator

Contract for Construction

This Construction Contract is entered into on May 11, 2022, by and between The City of Durant ("Owner"), and Dave's Electrical Service & Systems ("Contractor") who agree to the following Project as follows:

1. *Agreement*

Contractor and Owner wish to enter the following Contract, whereby Contractor shall furnish labor and materials for construction of Generator to Support Weather Radar System located at Durant, OK.

2. *Contract Price*

Owner shall pay Contractor \$ 45,474.00 in exchange for the Contractor's services.

Alternatively, Contract Price shall be calculated according to the following terms:

Providing and Installing 45 KW Generator and 225AMP nonservice rate ATS per Exhibit A Attached.

3. *Drawings*

Drawings, plans, and/or specifications for this project, if applicable, are attached. If attached, Contractor and Owner agree that they have carefully examined these Drawings and agree that they are complete and accurate. See Exhibit A.

4. *Term and Schedule*

Contractor will begin work on 05/11/2022. Contractor agrees to complete this Project within 60 Weeks from the beginning of work.

Contractor agrees that an extension of time for performance of this Project shall not be permitted without the Owner's written consent.

5. *Payment*

Payment shall be made by the Owner to the Contractor according to the following Payment

Plan: Net 15 upon completion

Contractor and Owner agree that, if payment is not made according to the above Payment Plan, Contractor is entitled to stop work until payment is current and up to date.

6. *Permits and Licensing*

Contractor agrees to obtain all necessary permits for the construction of this Project and will do so at their own cost. Further, Contractor certifies that Contractor holds all necessary licensing to perform the work required for this Project and will only hire Subcontractors who are properly licensed, if any.

Owner agrees to help Contractor obtain any necessary licensing or permitting if cooperation by the Owner is required to obtain said permit or license.

7. *Subcontractors*

Contractor shall be fully responsible for all acts and omissions of its subcontractors, suppliers, and other persons furnishing any work for this Project

8. *Materials and Equipment*

Unless otherwise described in this Agreement, Contractor will be responsible for securing all necessary materials and equipment for this Project and will be responsible for the costs thereof.

9. *Job Site*

Contractor agrees to leave the job site clean and free of debris, equipment, materials, etc. at the completion of this Project.

10. *Change Orders, Alterations to Contract*

Any alteration to this Agreement or the project Drawings must be agreed to by the Owner in writing.

11. *Termination by Owner*

If the Contractor breaches any obligation created by this Agreement or the attached Drawings (if any), Owner may give the Contractor a Notification of Breach which provides Contractor notice identifying the breach, in writing. Upon receipt of such Notification of Breach, Contractor will have seven (7) days to cure the breach. If the breach cannot be

cured in seven (7) days, the Owner is entitled to terminate this Agreement and take possession of the Project. Alternatively, the Owner may cure the breach and deduct the cost of curing the breach from the amounts otherwise owed to the Contractor.

12. Termination by Contractor

If the Owner breaches any obligation created by this Agreement, Contractor may give the Owner a Notification of Breach which provides the Owner notice identifying the breach, in writing. Upon receipt of such Notification of Breach, Owner will have seven (7) days to cure the breach. If the breach cannot be cured within seven (7) days, the Contractor is entitled to terminate this Agreement. Contractor will remain entitled to payment for work performed prior to Termination.

13. Severability

If any provision of this Agreement should be found invalid or unenforceable, that provision should be severed from the Agreement and shall have no effect on the remaining provisions of this agreement.

This Agreement is subject to the laws and regulations of The State of Oklahoma.

Dave's Electrical Service &
Systems

Contractor Name

Signature

Date

116 W Jackson St. Hugo, OK 74743

580-743-0707

Address

Phone

City of Durant, OK
Oden Grube, Mayor

Owner Name

Signature

Date

PO Box 578 Durant, OK 74702-0578
300 W. Evergreen Durant, OK 74701

(580) 931-6605

Address

Phone



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Closeout Public Hearing for 17980 Community Development Block Grant (CDBG) Small Cities 20, Completing the Water Treatment Plant – Supervisory Control and Data Acquisition (SCADA) Improvements (C-2020-68 GC)

The City of Durant has completed the 2020 CDBG 17980 project for Water Treatment Plant SCADA Improvements, with a total project cost of \$ 2,065,838.31 - which includes the \$152,222 CDBG grant funding. Per the CDBG grant requirements, the Public Hearing is held to present the CDBG program and project.

Becca will conduct the Public Hearing per the grant guidelines and the approved 2023 Citizen Participation Plan

Council Information / Action Requested

No action required.

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

Grants Department will provide required public hearing documentation to ODOC for closeout.

Grant Performance Period: September 25, 2020 – September 25, 2023

ATTACHMENTS:

1. 17980 CDBG Closeout Public Hearing Notice

NOTICE OF PUBLIC HEARING

TO DISCUSS THE CLOSEOUT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT

17980 CDBG 20 Small Cities Program

City of Durant, OK

The City of Durant has completed the Controls and Electrical Improvements for the SCADA System Upgrade at the Water Treatment Plant. The publicly owned project was partially funded by Oklahoma Department of Commerce through the 2020 Community Development Block Grant Small Cities Program. To follow the adopted 2020 - 2023 Citizen Participation Plans and grant guidelines, the City of Durant will hold a Closeout Public Hearing to discuss the project accomplishments.



Tuesday, November 14, 2023 at 6:00 PM

City Council Chambers at Durant City Hall

300 West Evergreen • Durant, Oklahoma

Public Hearing will also be live-streamed through the

City of Durant website at www.durant.org

within the GOVERNMENT tab: Live Stream - YouTube Channel link

OR connect directly at - <https://durant.org/live>

The purpose of the public hearing is to provide a clear explanation of the completed project and to give an opportunity for citizens to discuss the CDBG project with city officials and fellow citizens. According to the Oklahoma Department of Commerce's Income guidelines, the project benefits the entire community, with at least 51% low to moderate-income residents.

All interested citizens are invited to attend or view the Public Hearing. Topics of discussion will include: OK State CDBG Program purpose, design and emphasis; the completed 2020 CDBG Project to include project purpose and description.

If you are unable to attend or view the Public Hearing at the scheduled time, and you would like more information, please write or call the City Clerk, 300 West Evergreen, Durant, Oklahoma 74071 (580) 931.6645 to comment on the completed project. A City of Durant official attending the Public Hearing will answer your comments or questions.

Posted Tuesday, October 31, 2023 before 5:00 pm. on the City of Durant website (www.durant.org), and City of Durant Facebook, as well as the following locations: Durant City Hall, Bryan County Courthouse and Annex, Donald W. Reynolds Public Library, and Durant Chamber Of Commerce.

2020 CDBG Small Cities Program

City of Durant

Cynthia J Price
City Clerk



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claim Against the City of Durant: Hammond v. City of Durant, Oklahoma (CJ-2022-165); (This Executive Session Authorized by Title 25, Section 307(B)(4) of the Oklahoma State Statutes).

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 11/14/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Action Pursuant to Agenda Item 6(a).

Council Information / Action Requested

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

ATTACHMENTS: