

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY COUNCIL

6:00 PM

**Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma
AMENDED AGENDA**

October 13, 2020

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Presentations

- a. Presentation of Employee Service Awards for 3rd Quarter 2020
- b. Presentation by Oklahoma Municipal Assurance Group (OMAG) of \$10,000 Grant Award to City of Durant for the Purchase of Police Officer Body Worn Video Cameras

2. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of September 8, 2020
- b. Consider Approval of Payroll Claims - September 2020
- c. Consider Approval of Resolution 2020-35 Adopting 2020 Bryan County Emergency Operations Plan (EOP)
- d. Consider Approval of Budget Amendments
 - A. BA 2021-01 FY 19-20 PROJECTS ROLLOVER
 - B. BA 2021- 02 COVID IMPACT PROJECTS
 - C. BA 2021-03 FY 20-21 BUDGET AMENDMENT

3. Consider Items Removed from Consent

4. Information Items

- a. City Clerk Report - September 2020
- b. City Manager Monthly Report - September 2020
- c. Community Development Monthly Report - September 2020
- d. Economic Development Monthly Report - September 2020
- e. Emergency Management Monthly Report - September 2020
- f. Financial Statements and Sales Tax Breakdown-August 2020
- g. Fire Department Monthly Report - September 2020
- h. Human Resources Monthly Report - September 2020
- i. Library Report - September 2020
- j. Police Department Monthly Report - August 2020
- k. Street Department Monthly Report - September 2020

5. Administration

- a. Discussion on the Renaming of Magnolia Street
- b. Consider Approval of Ordinance 1917 Amending Section 159.10(C) of the Durant Code of Ordinances Regarding Murals
 - (1) Ordinance 1917 Section 1
 - (2) Ordinance 1917 Section 2 (Emergency Clause)
- c. Consider Approval of Resolution 2020-38 Establishing a Special Event Permit and Fee
- d. Consider Approval of Resolution 2020-36 Extending the State of Emergency Until November 11th, 2020 Due to the COVID-19 Pandemic
- e. Consider Approval of Resolution 2020-37 Establishing a Highland Cemetery Chapel Use Fee
- f. Consider Award of Financing in the Amount of \$500,000 for a 2020 Spartan Fire Truck
- g. Consider Approval of Loan from Durant City Utilities Authority to City of Durant in the Amount of \$181,000 for Oklahoma LED Light Upgrade to be Paid on the first Day of Each Month for Forty-Two (42) Months with Interest at the Rate of 0.25% (C-2020-69)
- h. Consider Relief of Building Permit Fees for the Durant ISD on the New Elementary School
- i. FY2020 Community Development Block Grant (CDBG) Small Cities Grant Award 17980 CDBG 20 For Upgrading the Electrical and Controls System Infrastructure Improvements Supporting the City-Owned Water Treatment Plant. (C-2020-68)

1. Consideration to Accept the 2020 Community Development Block Grant (CDBG) Small Cities Grant Award 17980 CDBG 20 from Oklahoma Department of Commerce in the Amount of \$ 152,222.00 for Upgrading the Electrical and Controls System Infrastructure Improvements Supporting the City-Owned Water Treatment Plant. (C-2020-68)
 2. Consideration to Adopt the Residential Anti-Displacement and Relocation Assistance Plan Relating to the 17980 CDBG 20 project.
 3. Consider Authorization for Mayor to Sign Related Grant Award Documents for the 17980 CDBG 20 Project.
- j. U.S. Dept of Interior Bureau of Reclamation WaterSMART Water and Energy Efficiency Grant Program (WEEG) R19AP00124 (C2020-18).
1. Consideration to Approve Construction Contract Agreement (C-2020-18CC) to Core & Main LP in the Amount of \$ 3,514.078.00 Related to the U.S. Department of Interior Bureau of Reclamation WaterSMART Water and Energy Efficiency Grant Program (WEEG) R19AP00124 for the City-Wide AMI / AMR Meter Improvements Project (C-2020-18).
 2. Authorize Mayor and City Attorney to Sign all Related Construction documents for R19AP00124 related to the City-Wide AMI / AMR Meter Improvements Project (C-2020-18).
- k. FAA Airport Improvement Program (AIP) Grant Agreement DUASWG-3-40-0025-014-2020 Construction Contract (C-2020-61CC) for the Install NAVAID Wind Cone Project (C-2020-60)
1. Consideration to Approve Construction Contract (C-2020-61CC) to Electric Power Solutions, LLC in the Amount of \$17,500 Related to the FAA Airport Improvement Program (AIP) Grant Agreement DUASWG-3-40-0025-014-2020 (C-2020-60) for the Install NAVAID Wind Cone Project for Improvements at Durant Regional Airport – Eaker Field. (C-2020-61)
 2. Authorize Mayor and City Attorney to Sign all Related Construction Documents Related to DUA-SWG-3- 40-0025-014-2020. (C-2020-60)
- l. U.S. Department of Commerce Economic Development Administration (EDA) Public Works Grant No. 08- 01- 05284 (C-2019-22) Construction Contract (C-2019-22CC) Related to Wastewater Treatment Plant Facility Improvements.

1. Consideration to Approve Construction Contract (C-2019-22CC) to Wynn Construction Co. Inc. of Oklahoma City, OK in the Amount of \$1,699,000.00 Related to EDA Public Works Grant Award No. 08- 01- 05284 (C-2019-22) for Wastewater Treatment Plant Facility Improvements - Contingent Upon all Required Documentation Approved by U.S. Department of Commerce Economic Development Administration (EDA).
2. Authorize Mayor and City Attorney to Sign all Related Construction documents for EDA Public Works Grant Award No. 08- 01- 05284 (C-2019-22)

6. Public Hearings

- a. Consideration of PC2020-17 Final Plat for Property on Cemetery Road near Rodeo Road
 - (1) Public Hearing
 - (2) Consideration and action on PC2020-17 Final Plat
- b. Consideration of Ordinance 1573A to Update the Public Hearing Process for the Platting Process
 - (1) Public Hearing
 - (2) Consider Action on Ordinance 1573 A Section 1
 - (3) Consider Action on Ordinance 1573 A Section 2 (Emergency Clause)

7. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 12th day of November, 2019 and that an agenda of said meeting was posted at the place of such meeting at 5:40 p.m. on the 3rd day of October, 2020. An amended agenda was posted at the place of such meeting at 4:50 p.m. on the 12th day of October, 2020.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 10/2/2020
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Presentation of Employee Service Awards for 3rd Quarter 2020

A Combined 70 Years of Dedicated Service to the City of Durant:

TEN YEARS:

Richard Layton, Fire Department, Certificate, Pin, \$100;

Kenneth Cooper, Landfill, Certificate, Pin, \$100;

FIFTEEN YEARS:

Sgt. James Brian Chavez, Police Department, Certificate, Pin, \$150;

Jeremy McBride, Water Treatment Plant, Certificate, Pin, \$150;

TWENTY YEARS:

Carl Meade, Sanitation Department, Plaque, Certificate, Pin, \$200;

Council Information / Action Requested

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



The City of Durant

Durant Police Department

Memorandum

Date: 10/5/2020
To: Mayor and City Council
From: David Houser, Chief of Police
Re: Presentation by Oklahoma Municipal Assurance Group (OMAG) of \$10,000 Grant Award to City of Durant for the Purchase of Police Officer Body Worn Video Cameras

In early August Chief David Houser applied with the Oklahoma Municipal Assurance Group (OMAG) for a grant to assist in funding body worn cameras for police officers. As you know, the City of Durant has committed to the purchase of both body worn and in-car video systems.

OMAG, on September 30th agreed to grant an amount of \$10,000 to the City of Durant for assistance in this purchase. OMAG Representative Kevin McCullough will be present to deliver the council a "big check" representing the grant amount.

Council Information / Action Requested

Consider Acceptance or Denial of Grant - Staff Recommends Acceptance

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

Police - Continue with purchase and implementation



The City of Durant

Office of City Clerk

Memorandum

Date: 9/22/2020
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of September 8, 2020

Council Information / Action Requested

Approval of Regular Meeting Minutes of September 8, 2020

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 9.8.2020	Exhibit	9/22/2020

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 12th day of November, 2019 and that an agenda of said meeting was posted at the place of such meeting at 4:55 p.m. on the 3rd day of September, 2020.

MINUTES OF THE REGULAR SCHEDULED MEETING OF THE DURANT CITY COUNCIL OF September 8, 2020 AT 6:00 PM, Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, Oklahoma

CALL TO ORDER

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

INVOCATION/FLAG SALUTE

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

ROLL CALL

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

Absent: None (*denotes partial attendance)

Mayor Grube declared a quorum.

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of August 11, 2020
- b. Consider Approval of Payroll Claims - August 2020
- c. Consider Approval of Recommendation by Parks and Recreation Advisory Board for Naming of New Disc Golf Course in Honor of Craig Parker

- d. Consider Acceptance of Oklahoma Highway Safety Office Grant Contract PT-21-03-11-18
 - e. Consider Approval of Contract Agreement Between the City of Durant and Bryan County for the Housing and Care of Municipal Prisoners (C-2020-62)
 - f. Consider Declaring Listed Vehicles and Equipment as Surplus Items
 - g. Consider Approval of Modified Agreement with Watchguard to Include License Plate Data at No Extra Charge
 - h. Consider Approval to Purchase a New Fire Truck With Bryan County Fire Tax Funds
- Approved

Council Member Tomlinson requested Item 1(c) be removed from consent for further discussion.

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to approve remaining consent items 1(a-b) and 1(d-h) as presented.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

2. Consider Items Removed from Consent

2.(c) Council Member Jerry Tomlinson spoke in favor of naming the new disc golf course in honor of Craig Parker.

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to approve recommendation by Parks and Recreation Advisory Board for naming of new disc golf course in honor of Craig Parker.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

3. Information Items

- a. City Clerk Report - August 2020
- b. City Manager Monthly Report - August 2020

- c. Community Development Monthly Report - August 2020
- d. Economic Development Monthly Report - August 2020
- e. Emergency Management Monthly Report - August 2020
- f. Financial Statements and Sales Tax Breakdown-July 2020
- g. Fire Department Monthly Report August 2020
- h. Human Resources Monthly Report - August 2020
- i. Library Report for August 2020
- j. Police Department Monthly Report - July 2020
- k. Street Department Monthly Report - August 2020

4. Administration

- a. Consider Approval of Resolution 2020-32 Extending the State of Emergency Until October 14th, 2020 Due to the COVID-19 Pandemic
Approved

Resolution No. 2020-32 expires on October 14, 2020 at 10:00 a.m.

Motion was made by Mike Morris and seconded by Steve Brittingham to approve Resolution 2020-32 extending the State of Emergency due to the COVID-19 Pandemic; establishing public meeting practices for city council, authorities, trusts, commissions, advisory boards and committees of the City of Durant; directing the city manager to not issue permits for events with certain limitations; authorizing the city manager to adjust operations and services in response to COVID-19 as necessary; and follow the State Open Up and Recover Safely Three-Phase Approach.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- b. Consider Approval of 20/21 Employee Health and Dental Benefit Renewals with Blue Cross Blue Shield and Vision Benefit with VSP, or Take Any Other Appropriate Action

Approved

Dustin Brand, Fleet Manager with Insurica, addressed council and stated the annual premium for Blue Cross/Blue Shield will increase. Insure Oklahoma remains available to eligible employees. The premium for dental insurance has decreased. There will be no rate change for vision insurance. The premium for life insurance will increase. There will be no rate change for dependant life insurance. There will be a 1.2% increase for the entire program (medical dental, life).

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to approve 2020-2021 Employee Health and Dental Benefit renewals with Blue Cross Blue Shield and Vision Benefit with VSP.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- c. Consider and Approve Award of Financing for the Purchase of Five Police Patrol Vehicles

Approved

Finance Director and Treasurer AnChen Lai addressed council and stated financial requests were sent to local banks and one financial corporation. Five responses were received. Ms. Lai recommends Vision Bank for financing of the five police patrol vehicles.

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to approve award of financing for the purchase of five police patrol vehicles to Vision Bank.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- d. Consider Approval of Proposal from Oklahoma LED Authorizing the Installation of LED Lighting

Approved

Assistant City Manager James Dalton addressed council and stated Oklahoma LED surveyed lighting in all city facilities with the exception of the ball parks. For the replacement of the bulbs to LED bulbs, OG&E would provide the City of Durant with an energy credit of approximately \$90,000. It would be five-year loan. Financial requests would go out to local banks. Assistant City Manager Dalton stated he believed the energy savings would pay for the financing. At the end of the five-year period, it is anticipated there will be a savings of 57% in electric bills annually moving forward. Assistant City Manager Dalton recommended approval of the proposal from Oklahoma LED. Josef A. Schrader, President and CEO of Oklahoma LED, stepped forward and answered questions from council.

Motion was made by Mike Morris and seconded by Jerry Tomlinson to approve proposal from Oklahoma LED authorizing the installation of LED lighting.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- e. FAA Airport Improvement Program (AIP) Grant Agreement DUA-SWG-3-40-0025-014-2020 for the Install Misc. NAVAID Wind Cone Project

A. Consideration to Accept FAA Airport Improvement Program (AIP) Grant Agreement DUA-SWG-3-40-0025-014-2020 for the **Install Misc. NAVAID Wind Cone** Project for a Maximum Award Amount of \$ 28,120 for Improvements at Durant Regional Airport – Eaker Field. (C-2020-60)

B. Consideration to Approve Construction Bid Award to Electric Power Solutions, LLC in the Amount of \$17,500 Related to the FAA Airport Improvement Program (AIP) Grant Agreement DUA-SWG-3-40-0025-014-2020 (C-2020-60) for the **Install Misc. NAVAID Wind Cone** Project for Improvements at Durant Regional Airport – Eaker Field. (C-2020-61)

C. Authorize Mayor and City Attorney to Sign all Related Grant and Construction Bid Award Documents Related to DUA-SWG-3-40-0025-014-2020. (C-2020-60)

Approved

4e (A) - Rebecca Payne, Grants Coordinator, addressed council and stated this is a grant from the Federal Aviation Agency (FAA) to install a wind cone at the Durant Regional Airport.

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to accept FAA Airport Improvement Program (AIP) Grant Agreement DUA-SWG-3-40-0025-014-2020 for the Install Misc. NAVAID Wind Cone Project for a Maximum Award of \$28,120 for improvements at Durant Regional Airport - Eaker Field (C-2020-60).

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

4e (B) - Rebecca Payne, Grant Coordinator, addressed council and recommended approval of the construction bid award be contingent upon the Federal Aviation Administration (FAA) completing the award agreement.

Motion was made by Mike Morris and seconded by Jerry Tomlinson to approve construction bid award to Electric Power Solutions, LLC in the amount of \$17,500 related to the FAA Airport Improvement Program (AIP) Grant Agreement DUA-SWG-3-40-0025-014-2020 (C-2020-60) for the Install Misc. NAVAID Wind Cone Project for improvements at Durant Regional Airport-Eaker Field (C-2020-61) contingent upon the FAA completing the award agreement.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

4e (C) - Rebecca Payne, Grant Coordinator, addressed council and stated this authorization is an FAA requirement.

Motion was made by Steve Brittingham and seconded by Jerry Tomlinson to authorize mayor and city attorney to sign all related grant and construction bid award documents related to DUA-SWG-3-40-0025-014-2020 (C-2020-60).

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- f. Consideration to Approve Resolution 2020-33 Related to the CARES Act and the Coronavirus Relief Funding for Public Safety Personnel Costs.

Approved

Rebecca Payne, Grant Coordinator, addressed council and stated the City of Durant was awarded \$1,390,319.05 through the CARES Act Program and Coronavirus Relief Fund. The State of Oklahoma has allowed, if eligible, to submit the payroll costs for public safety front line employees from March 1, 2020 through November 1, 2020. The proposed resolution will serve as a support document for the reimbursement.

Motion was made by Jerry Tomlinson and seconded by Steve Brittingham to approve Resolution 2020-33 related to the CARES Act and the Coronavirus Relief Funding for Public Safety Personnel Costs.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- g. Consideration to Approve or Reject Construction Bid Award in the Amount of \$ 3,514.078.00 to Core & Main LP as Identified in a Sealed Bid Opening on September 3 at 2:00 PM Related to the U.S. Dept of Interior Bureau of Reclamation WaterSMART Water and Energy Efficiency Grant Program (WEEG) R19AP00124 (C-2020-18).

Approved

Rebecca Payne, Grant Coordinator, addressed council and stated the bid was within budget. There were three bids. One bid was incomplete leaving two bids to be considered. Ms. Payne recommends Core & Main as the lowest bid. Ms. Payne requested approval of the bid award be contingent upon the BOR and OWRB offices' approval. This bid award is for AMR equipment and installation.

Motion was made by Jerry Tomlinson and seconded by Danny Sherrer to approve construction bid award in the amount of \$3,514,078.00 to Core & Main LP as identified in a sealed bid opening on September 3, 2020 at 2:00 p.m. related to the U. S. Department of Interior Bureau of Reclamation WaterSMART Water and Energy Efficiency Grant Program (WEEG) R19AP00124 (C-2020-18) contingent upon the BOR and OWRB offices' approval.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- h. Consideration to Approve or Reject Sealed Bid to Wynn Construction Co. Inc. of Oklahoma City, OK in the Amount of \$1,699,000.00 Related to Public Works Grant Award No. 08- 01-05284 (C-2019-22) for Wastewater

Treatment Plant Improvements - Contingent Upon All Required Documentation Approved by U.S. Department of Commerce Economic Development Administration (EDA).

Approved

Rebecca Payne, Grant Coordinator, addressed council and stated the EDA Grant is for \$1.5 Million plus the \$700,000 match funding from the Choctaw Nation of Oklahoma. This is for the sludge press at the Wastewater Treatment Plant. Ms. Payne referenced the bid tab included as an attachment to this agenda item.

Motion was made by Mike Morris and seconded by Jerry Tomlinson to approve sealed bid of Wynn Construction Co. Inc. of Oklahoma City, OK in the amount of \$1,699,000.00 related to Public Works Grant Award No. 08-01-05284 (C-2019-22) for Wastewater Treatment Plant improvements -contingent upon all required documentation approved by the U.S. Department of Commerce Economic Development Administration (EDA).

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

- i. Consider Approval of Projects Utilizing Reimbursement from the Cares Forward Funds.

Approved

City Manager John Dean addressed council and stated all projects qualify as acceptable items under the eligibility criteria established for Cares Forward Funds.

Motion was made by Steve Brittingham and seconded by Mike Morris to approve projects utilizing reimbursement from the Cares Forward Funds.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

5. Public Hearings

- a. Consideration of PC2020-15 Ordinance Number 1911 Rezoning and Preliminary Plat for Property Near the Intersection of Main Street and State Highway 70

1. Public Hearing
2. Consider Action on Ordinance 1911 Section 1.
3. Consider Action on Ordinance 1911 Section 2.

Approved

Community Development Director Danielle Barker addressed council and stated this is a dual-zoned property. The front of the property is zoned C-2 and the back of the property is zoned R-3. The property owner wants to extend the C-2 zoning further back into the property and use the front of the property for commercial development and the back of the property for single family homes. The Planning Commission recommended approval with a majority vote.

Public hearing opened.

Call for comment three times.

No public comment.

Public hearing closed.

Motion was made by Mike Morris and seconded by Steve Brittingham to approve Ordinance 1911, Section 1, Rezoning and Preliminary Plat for property near the intersection of Main Street and Highway 70.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

Motion was made by Mike Morris and seconded by Steve Brittingham to approve Ordinance 1911, Section 2 - emergency clause.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

6. Executive Session

- a. Consider Entering Into Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant (This Executive Session Authorized by 25 O.S. 307 (B) (4) of the Oklahoma State Statutes)

1) Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant: Brittingham v. City of Durant, Oklahoma (CV-2018-34); (This Executive Session Authorized by Title 25, Section 307 B(4) of the Oklahoma State Statutes).

2) Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant: Ballard v. City of Durant, Oklahoma (CV-2018-32); (This Executive Session Authorized by Title 25, Section 307 B(4) of the Oklahoma State Statutes).

3) Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant: Michael Cash v. City of Durant, Oklahoma (CJ-2016-138); (This Executive Session Authorized by Title 25, Section 307 B(4) of the Oklahoma State Statutes).

4) Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant: Ballard v. City of Durant, Oklahoma (CV-2019-58); (This Executive Session Authorized by Title 25, Section 307 B(4) of the Oklahoma State Statutes).

5) Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant: Lovelace, et al. v. D&R Builders, et al., (CJ-20-89) (This Executive Session Authorized by Title 25, Section 307 B(4) of the Oklahoma State Statutes).

6) Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant: Doc & Deb LLC v. Zora M. Burnett, City of Durant, et al., (CV-20-83) (This Executive Session Authorized by Title 25, Section 307 B(4) of the Oklahoma State Statutes).

Approved

Motion was made by Steve Brittingham and seconded by Mike Morris to enter into executive session for confidential communication with attorney concerning Items 6(a) 1 through 6.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

Motion was made by Steve Brittingham and seconded by Mike Morris to return to regular session.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

b. Consider Action Pursuant to Agenda Item 6(a)(1),(2),(3),(4),(5),(6)

No Action Taken

No action taken on Items 6(a) 1-6.

7. New Business

There was no new business.

ADJOURNMENT

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

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson



The City of Durant

Office of City Clerk

Memorandum

Date: 9/22/2020
To: Mayor and City Council
From: Brandi Lynn, Human Resources - Payroll
Re: Consider Approval of Payroll Claims - September 2020

Council Information / Action Requested

Approval of Payroll Claims - September 2020

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

ATTACHMENTS:

Description	Type	Upload Date
Payroll Claims - September 2020	Exhibit	9/22/2020

PAYROLL CLAIMS SUMMARY
AS OF: SEPTEMBER 30TH, 2020

001-GENERAL FUND

	ANNUAL	CURRENT	Y-T-D	% OF	Y-T-D	BUDGET
	BUDGET	PERIOD	ACTUAL	BUDGET	ENCUMB.	BALANCE
SALARIES AND BENEFITS						
CITY ADMINISTRATION	515,070.85	35,732.51	108,610.44	21.09	0.00	406,460.41
CITY CLERK	108,559.52	2,712.09	12,203.48	11.24	0.00	96,356.04
CITY TREASURER	345,181.22	21,083.08	76,349.54	22.12	0.00	268,831.68
LAW ENFORCEMENT (PD)	4,853,476.89	284,667.82	1,036,130.45	21.35	0.00	3,817,346.44
ANIMAL CONTROL (PD)	96,376.66	5,101.72	21,078.17	21.87	0.00	75,298.49
FIRE DEPARTMENT	3,287,548.06	198,532.82	721,299.15	21.94	0.00	2,566,248.91
PARKS, REC. & GEN. SVCS.	569,267.84	25,576.10	117,591.13	20.66	0.00	451,676.71
SWIMMING POOL	83,008.79	0.00	60,695.77	73.12	0.00	22,313.02
MUNICIPAL COURT	54,407.70	3,099.15	10,581.96	19.45	0.00	43,825.74
COMMUNITY DEVELOPMENT	501,290.35	24,213.10	97,451.03	19.44	0.00	403,839.32
PUBLIC LIBRARY	499,920.14	28,257.10	103,760.47	20.76	0.00	396,159.67
STREET DEPARTMENT	831,108.53	64,049.80	187,209.53	22.53	0.00	643,899.00
ECONOMIC DEVELOPMENT	62,568.00	7,170.08	23,878.84	38.16	0.00	38,689.16
CIVIL EMERGENCY MGMT.	187,727.45	14,876.42	38,559.30	20.54	0.00	149,168.15
GENERAL GOVERNMENT	160,800.00	0.00	383.72	1.52	2,066.28	158,350.00
CITY GARAGE	258,084.59	14,611.15	54,059.02	20.95	0.00	204,025.57
SENIOR CITIZENS CENTER	<u>19,961.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,961.04</u>
TOTAL SALARIES AND BENEFITS	12,434,357.63	729,682.94	2,669,842.00	21.49	2,066.28	9,762,449.35
	=====	=====	=====	=====	=====	=====

PAYROLL CLAIMS SUMMARY
AS OF: SEPTEMBER 30TH, 2020

010-INFO. TECH. SERVICE FUND

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

SALARIES AND BENEFITS						
INFO. TECH. SERVICE FUND	<u>212,400.61</u>	<u>16,231.74</u>	<u>58,811.62</u>	<u>27.69</u>	<u>0.00</u>	<u>153,588.99</u>
TOTAL SALARIES AND BENEFITS	212,400.61	16,231.74	58,811.62	27.69	0.00	153,588.99
	=====	=====	=====	=====	=====	=====

PAYROLL CLAIMS SUMMARY
AS OF: SEPTEMBER 30TH, 2020

020-DURANT INDUSTRIAL AUTH.

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

SALARIES AND BENEFITS						
ECON. DEV. ADMIN.	<u>0.00</u>	<u>0.00</u>	<u>93.69</u>	<u>0.00</u>	<u>0.00</u>	(<u>93.69</u>)
TOTAL SALARIES AND BENEFITS	0.00	0.00	93.69	0.00	0.00	(93.69)
	=====	=====	=====	=====	=====	=====

PAYROLL CLAIMS SUMMARY
AS OF: SEPTEMBER 30TH, 2020

101-SPECIAL 911 TAX FUND

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

SALARIES AND BENEFITS						
PD COMM CENTER	<u>758,075.81</u>	<u>39,052.53</u>	<u>165,358.05</u>	<u>21.81</u>	<u>0.00</u>	<u>592,717.76</u>
TOTAL SALARIES AND BENEFITS	758,075.81	39,052.53	165,358.05	21.81	0.00	592,717.76
	=====	=====	=====	=====	=====	=====

PAYROLL CLAIMS SUMMARY
AS OF: SEPTEMBER 30TH, 2020

206-DURANT AIRPORT AUTHORITY

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

SALARIES AND BENEFITS						
EAKE FIELD	<u>108,461.50</u>	<u>11,904.67</u>	<u>33,788.82</u>	<u>31.15</u>	<u>0.00</u>	<u>74,672.68</u>
TOTAL SALARIES AND BENEFITS	108,461.50	11,904.67	33,788.82	31.15	0.00	74,672.68
	=====	=====	=====	=====	=====	=====

PAYROLL CLAIMS SUMMARY
AS OF: SEPTEMBER 30TH, 2020

405-DURANT UTILITIES AUTH.

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

SALARIES AND BENEFITS						
PUBLIC WORKS ADMINISTRATI	178,506.08	20,453.37	69,698.51	39.05	0.00	108,807.57
UTILITY BILLING	450,763.63	17,408.73	64,683.98	14.35	0.00	386,079.65
WATER/SEWER LINE MAINT.	547,831.59	38,178.38	146,772.73	26.79	0.00	401,058.86
WATER TREATMENT PLANT	489,500.01	25,313.03	108,477.10	22.16	0.00	381,022.91
WASTEWATER TREATMENT	386,514.16	20,561.68	98,251.08	25.42	0.00	288,263.08
COLLECTION - SOLID WASTE	772,008.25	41,626.19	163,095.30	21.13	0.00	608,912.95
UTILITY GENERAL ADMIN.	200,000.00	0.00	0.00	0.00	0.00	200,000.00
DISPOSAL - SOLID WASTE	<u>591,371.47</u>	<u>39,694.21</u>	<u>185,165.13</u>	<u>31.31</u>	<u>0.00</u>	<u>406,206.34</u>
TOTAL SALARIES AND BENEFITS	3,616,495.19	203,235.59	836,143.83	23.12	0.00	2,780,351.36
	=====	=====	=====	=====	=====	=====

PAYROLL CLAIMS SUMMARY
AS OF: SEPTEMBER 30TH, 2020

500-MULTI-SPORTS COMPLEX

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

SALARIES AND BENEFITS						
RECREATIONAL MARKETING	96,092.59	4,380.69	22,828.90	23.76	0.00	73,263.69
DURANT MULTI-SPORT COMP	<u>365,215.65</u>	<u>17,224.18</u>	<u>65,324.81</u>	<u>17.89</u>	<u>0.00</u>	<u>299,890.84</u>
TOTAL SALARIES AND BENEFITS	461,308.24	21,604.87	88,153.71	19.11	0.00	373,154.53
	=====	=====	=====	=====	=====	=====



The City of Durant

Durant/Bryan County Emergency Management

Memorandum

Date: 9/14/2020
To: Mayor and City Council
From: Kenneth Eppler, Emergency Management Director
Re: Consider Approval of Resolution 2020-35 Adopting 2020 Bryan County Emergency Operations Plan (EOP)

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Council Info Form - EOP (Emergency Operations Plan) Adoption by Resolution 2020-35	Cover Memo	9/15/2020
Emergency Operations Plan (EOP) Resolution #2020 - 35	Resolution Letter	9/15/2020



THE CITY OF DURANT

Office of Emergency Management

Memorandum

Date: September 14, 2020

To: Mayor and Council

From: Kenneth Eppler, Emergency Management Director

Re: Adoption by Resolution # 2020 – 35 the 2020 – 2021 Durant / Bryan County
Emergency Operations Plan (EOP)

Council Information / Action Requested

- Request the Mayor and Council to Adopt by Resolution #2020 – 35 the 2020 – 2021 Durant / Bryan County Emergency Operations Plan.
- All actions should take no more than 5 minutes.

City Staff Information / Action Follow-up

- Emergency Management Staff has developed the 2020 – 2021 Durant / Bryan County Emergency Operations Plan (EOP).
- I, Kenneth Eppler, presented the 2020– 2021 Durant / Bryan County Emergency Operations Plan (EOP) to the Bryan County Commissioners on September 8, 2020 @ 0900. The Commissioners approved the Adoption of The Durant / Bryan County, OK. Emergency Operations Plan (EOP). The Durant / Bryan County, OK. Emergency Operations Plan (EOP) is for the period October 1, 2020 – September 30, 2021.
- I, Kenneth Eppler, am presenting the 2020 – 2021 Durant / Bryan County Emergency Operations Plan (EOP) to the Durant City Council on October 13, 2020 @ 1800 and request Adoption by Resolution #2020 – 35. The Durant / Bryan County, OK. Emergency Operations Plan (EOP) is for the period October 1, 2020 – September 30, 2021.
- I, Kenneth Eppler, upon Adoption of the Emergency Operations Plan (EOP); will conduct a Stakeholders Meeting to review and discuss the 2020 – 2021 EOP.
- I, Kenneth Eppler, will provide the Stakeholders with an Electronic Copy of the 2020 – 2021 Durant / Bryan County Emergency Operations Plan (EOP).
- I, Kenneth Eppler, will provide additional documents on request, to authorized personnel, agencies, departments, and private sector partners aiding in disaster.

RESOLUTION NO. 2020 – 35

RE: City of Durant / Bryan County Emergency Operations Plan

WHEREAS, The City of Durant and Bryan County are located in an area subject to danger and damage from a wide range of natural and man-made hazards;

WHEREAS, the parties have strong and abiding interest in reducing losses for potential disasters, and strive to create a sustainable community that is resistant to the human and economic cost of disasters, and

WHEREAS, The City of Durant and Bryan County believe that pre-emptive planning for safety and loss-reduction is of significant value to the community and is in the interest of public safety and economic security, and

WHEREAS, The City of Durant and Bryan County have responsibility for disaster preparedness for all persons in the Durant community, and

WHEREAS, The City of Durant and Bryan County are interdependent for support, assistance, and training in mitigating potential hazards to the common geographical space occupied by the City of Durant and Bryan County, and

WHEREAS, The City of Durant and Bryan County recognize the need for ongoing Emergency Management planning by all jurisdictions of government in order to provide a framework in which the departments of the City of Durant, and Bryan County can plan and perform their respective emergency functions during a disaster or national emergency.

NOW, THEREFORE, the City of Durant declares its desire and intent to partner with Bryan County in its Emergency Operations Plan and endorses the current proposed Emergency Operations Plan being submitted by Bryan County to the Oklahoma Department of Emergency Management (ODEM) for approval.

1. That the Bryan County Emergency Operations Plan, as a document containing sensitive and strategic information is not part of Resolution 2020-35; but will be made available and discussed with all government, private, and volunteer stakeholders. The Bryan County Emergency Operations Plan is hereby adopted and approved by the City of Durant, OK.

Witness our hands, this 13th day of October, 2020.

The City of Durant, Oklahoma
A Municipal Corporation

Oden Grube, Mayor

Kenneth Eppler, Emergency Management Director

Cynthia Price, City Clerk



The City of Durant

Office of City Treasurer

Memorandum

Date: 10/8/2020
To: Mayor and City Council
From: An-chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Amendments
A. BA 2021-01 FY 19-20 PROJECTS
ROLLOVER
B. BA 2021- 02 COVID IMPACT PROJECTS
C. BA 2021-03 FY 20-21 BUDGET
AMENDMENT

Council Information / Action Requested

Approval of Budget Amendments

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

ATTACHMENTS:

Description	Type	Upload Date
BA 2021-01	Exhibit	10/9/2020
BA 2021-02	Cover Memo	10/8/2020
BA 2021-03	Exhibit	10/9/2020

BUDGET CODE: CB-Current Budget

				ORIGINAL	PREVIOUS	NEW	BUDGET
FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	BUDGET	ADJUSTMENTS	BUDGET	BALANCE
Budget Adj. # 001945 -----							
001 000-362.66-00	7/31/2020	BA2021-01 20 ROV-ST	1,846.00	18,458.00-	0.00	20,304.00-	18,458.00-
STATE AID FOR LIBRARIES							
001 015-571.70-35	7/31/2020	BA2021-01 20 ROV-ST	1,846.00	18,458.00	0.00	20,304.00	19,573.03
STATE AID EXPENDITURES							
DEPT: PUBLIC LIBRARY							
Budget Adj. # 001946 -----							
010 000-301.10-00	7/31/2020	BA2021-0120ROV-SOFT	32,766.00	1,400.00-	0.00	34,166.00-	34,166.00-
BEGINNING UNENCUMBERED							
010 020-560.30-90	7/31/2020	BA2021-01 20ROV-SOF	26,710.00	71,441.00	0.00	98,151.00	30,129.12-
ACCOUNTING SOFTWARD & MAINT							
DEPT: INFO. TECH. SERVICE DEPT.							
010 020-560.80-99	7/31/2020	BA2021-01 20ROV-SOF	6,056.00	0.00	0.00	6,056.00	6,056.00
FUND RESERVE FOR CAP. EXP.							
DEPT: INFO. TECH. SERVICE DEPT.							
Budget Adj. # 001947 -----							
015 005-521.61-05	7/31/2020	BA2021-01 PD 20 RV	6,131.00	0.00	0.00	6,131.00	6,131.00
BODY ARMOR VESTS							
DEPT: POLICE - LAW ENFORCEMENT							
015 000-362.10-07	7/31/2020	BA2021-01 PD 20 RV	3,819.00	0.00	0.00	3,819.00-	3,819.00-
OPJ-BVP BULLET PROOF VEST							
015 000-301.10-00	7/31/2020	BA2021-01PD 20 RV V	2,312.00	0.00	0.00	1,159,947.00-	1,159,947.00-
BEGINNING UNENCUMBERED							
015 005-521.61-26	7/31/2020	BA2021-01 PD 20 RO	1,315.00	0.00	0.00	1,315.00	1,315.00
LAW ENFORCEMENT EQUIPMENT							
DEPT: POLICE - LAW ENFORCEMENT							
015 000-301.10-00	7/31/2020	BA2021-01 PD 20 RO	1,315.00	0.00	0.00	1,159,947.00-	1,159,947.00-
BEGINNING UNENCUMBERED							
Budget Adj. # 001948 -----							
015 006-523.61-16	7/31/2020	BA2021-01 20 ROV AN	65,528.00	20,000.00	0.00	85,528.00	79,028.00
ANIMAL CONTROL FACILITY							
DEPT: POLICE - CITY POUND							
015 000-301.10-00	7/31/2020	BA2021-01 20 ROV AN	65,528.00	0.00	0.00	1,159,947.00-	1,159,947.00-
BEGINNING UNENCUMBERED							

PACKET: 00411-BA2021-01 FY19-20 ROLLOVER

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001949 -----							
015 007-527.61-04	7/31/2020	BA2021-01 20 ROV 91	17,500.00	0.00	0.00	17,500.00	17,500.00
911 SOFTWARE & ACC UPGR							
DEPT: COMMUNICATION CENTER (PD)							
015 000-301.10-00	7/31/2020	BA2021-01 20 ROV 91	17,500.00	0.00	0.00	1,159,947.00-	1,159,947.00-
BEGINNING UNENCUMBERED							
015 007-527.61-07	7/31/2020	BA2021-01 20 RO-CAD	195,433.00	0.00	0.00	195,433.00	77,606.20
CAD SYSTEM OEM/911 GRANT PROJ							
DEPT: COMMUNICATION CENTER (PD)							
015 000-362.42-02	7/31/2020	BA2021-01 20 RO-CAD	156,346.00	0.00	0.00	156,346.00-	156,346.00-
OEM/911 MANGMNT AUTH GRANT							
015 000-362.70-00	7/31/2020	BA2021-01 20 RO-CAD	39,087.00	0.00	0.00	39,087.00-	39,087.00-
COUNTY FIRE TAX FUND							
Budget Adj. # 001950 -----							
015 009-532.61-05	7/31/2020	BA2021-01 20 RO TRU	37,973.00	0.00	0.00	37,973.00	126.00
1-TON TRUCK W/ DUMP BED							
DEPT: PARKS & GENERAL SERVICES							
015 000-301.10-00	7/31/2020	BA2021-01 20 RO TRU	37,973.00	0.00	0.00	1,159,947.00-	1,159,947.00-
BEGINNING UNENCUMBERED							
015 009-532.61-09	7/31/2020	BA2021-01 20 RO RAI	69,518.00	0.00	0.00	69,518.00	0.00
RAILS/TRAILS-ODOT CONSTRU							
DEPT: PARKS & GENERAL SERVICES							
015 000-301.10-00	7/31/2020	BA2021-01 20 RO RAI	69,518.00	0.00	0.00	1,159,947.00-	1,159,947.00-
BEGINNING UNENCUMBERED							
015 009-532.62-16	7/31/2020	BA2021-01 20 RO LD&	55,047.00	0.00	0.00	55,047.00	38,013.11
L&W GRANT EXP CA PARK							
DEPT: PARKS & GENERAL SERVICES							
015 000-362.40-01	7/31/2020	BA2021-0120 RAIL& L	108,861.00	0.00	0.00	108,861.00-	108,861.00-
FY17 LAND&WATER GRANT CA PARK							
015 009-532.61-17	7/31/2020	BA2021-01 20 RO CCP	90,584.00	0.00	0.00	90,584.00	90,584.00
PLAYGROUND EQUIPMENT							
DEPT: PARKS & GENERAL SERVICES							
015 000-301.10-00	7/31/2020	BA2021-01 20 RO CCP	90,584.00	0.00	0.00	1,159,947.00-	1,159,947.00-
BEGINNING UNENCUMBERED							

Budget Adj. # 001951 -----

BUDGET CODE: CB-Current Budget

FUND ACCOUNT				DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001951 -----										
015	016-541.61-00	7/31/2020	BA2021-01 20 RO SRT	100,000.00	200,000.00	0.00	300,000.00	289,972.56		
	STREET PROJECTS									
	DEPT: STREET DEPARTMENT									
015	000-364.28-04	7/31/2020	BA2021-01 20 RO SRT	232,534.00	0.00	0.00	232,534.00-	232,534.00-		
	TRSF FR DCUASF 12-STRN 210-050									
015	016-541.62-97	7/31/2020	BA2021-01 20 RO FM	132,534.00	0.00	0.00	132,534.00	3,910.49		
	PHASE II LARKSPUR EXTENSION									
	DEPT: STREET DEPARTMENT									
Budget Adj. # 001952 -----										
015	019-569.61-53	7/31/2020	BA2021-01 20 RV SCP	485,215.00	0.00	0.00	485,215.00	485,215.00		
	STREETSCAPE V GRANT EXPENSE									
	DEPT: GENERAL GOVERNMENT									
015	000-361.51-07	7/31/2020	BA2021-01 20 RV SCP	399,968.00	0.00	0.00	399,968.00-	399,968.00-		
	ODOT STREETSCAPE V GRANT									
015	000-301.10-00	7/31/2020	BA2021-01 20 RV SCP	85,247.00	0.00	0.00	1,159,947.00-	1,159,947.00-		
	BEGINNING UNENCUMBERED									
015	019-569.85-57	7/31/2020	BA2021-01 20 RV PD	32,767.00	154,139.00	0.00	186,906.00	43,016.70		
	POLICE VEHICLES - LEASED									
	DEPT: GENERAL GOVERNMENT									
015	000-301.10-00	7/31/2020	BA2021-01 20 RV PD	32,767.00	0.00	0.00	1,159,947.00-	1,159,947.00-		
	BEGINNING UNENCUMBERED									
Budget Adj. # 001953 -----										
015	023-592.61-86	7/31/2020	BA2021-01 20 RO TRS	726,000.00	0.00	0.00	726,000.00	710,000.00		
	SR CENTER IMPROVEMENTS									
	DEPT: SENIOR CITIZENS CENTER									
015	000-364.34-00	7/31/2020	BA2021-01 20 RO TRS	750,000.00	0.00	0.00	750,000.00-	750,000.00-		
	TRSF FROM DCFA FUND-MISC									
Budget Adj. # 001954 -----										
015	024-565.61-61	7/31/2020	BA2021-01 20 RO CMR	1,510.00	0.00	0.00	1,510.00	1,510.00		
	CAMERAS / MAG LOCK DOORS									
	DEPT: PUBLIC WORKS									
015	000-301.10-00	7/31/2020	BA2021-01 20 RO CMR	1,510.00	0.00	0.00	1,159,947.00-	1,159,947.00-		
	BEGINNING UNENCUMBERED									

BUDGET CODE: CB-Current Budget

FUND ACCOUNT				DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL	PREVIOUS	NEW	BUDGET
BUDGET				ADJ.	#		BUDGET	ADJUSTMENTS	BUDGET	BALANCE

015	024-565.61-76	7/31/2020	BA2021-01 20 RO GPS	20,000.00	0.00	0.00	20,000.00	20,000.00		
G.P.S. SYSTEM										
DEPT: PUBLIC WORKS										
015	000-301.10-00	7/31/2020	BA2021-01 20 RO GPS	20,000.00	0.00	0.00	1,159,947.00-	1,159,947.00-		
BEGINNING UNENCUMBERED										

Budget Adj. # 001955 -----										
015	026-551.61-42	7/31/2020	BA2021-01 20 RO LIF	20,082.00	0.00	0.00	20,082.00	2,336.50		
MOONEY LIFT STATION UPGRADE										
DEPT: WATER/SEWER LINE MAINT.										
015	000-301.10-00	7/31/2020	BA2021-0120 RO LIFT	20,082.00	0.00	0.00	1,159,947.00-	1,159,947.00-		
BEGINNING UNENCUMBERED										
015	026-551.61-44	7/31/2020	BA2021-01 20 RO AMI	5,436,500.00	0.00	0.00	5,436,500.00	5,135,609.76		
AMR / AMI METER REPLACEMENT										
DEPT: WATER/SEWER LINE MAINT.										
015	000-362.10-15	7/31/2020	BA2021-01 20 RO AMI	3,949,500.00	0.00	0.00	3,949,500.00-	3,949,500.00-		
OWRB LOAN PROCEEDS										
015	000-362.10-16	7/31/2020	BA2021-01 20 RO AMI	1,487,000.00	0.00	0.00	1,487,000.00-	1,487,000.00-		
GRANT-2019 BOR-WEEG										
015	026-551.61-46	7/31/2020	BA2021-01 20 RO BOR	2,744.00	0.00	0.00	2,744.00	2,744.00		
2018 BOR-SWEP										
DEPT: WATER/SEWER LINE MAINT.										
015	000-362.10-17	7/31/2020	BA2021-01 20 RO BOR	73,724.00	0.00	0.00	73,724.00-	73,724.00-		
GRANT-2018 BOR-SWEP										

Budget Adj. # 001956 -----										
015	028-553.61-48	7/31/2020	BA2021-01 20 RO 24"	289,436.00	0.00	0.00	289,436.00	0.69		
RELOCATE 24" FORCE MAIN										
DEPT: WASTEWATER TREATMENT PLT.										
015	000-301.10-00	7/31/2020	BA2021-01 20 RO 24"	289,436.00	0.00	0.00	1,159,947.00-	1,159,947.00-		
BEGINNING UNENCUMBERED										
015	028-553.61-82	7/31/2020	BA2021-01 20 RO SLU	5,580.00	0.00	0.00	5,580.00	1,860.00-		
WWTP IMPRV GRAND ADM UA MATCH										
DEPT: WASTEWATER TREATMENT PLT.										
015	000-301.10-00	7/31/2020	BA2021-01 20 RO SLU	5,580.00	0.00	0.00	1,159,947.00-	1,159,947.00-		
BEGINNING UNENCUMBERED										

BUDGET CODE: CB-Current Budget

FUND ACCOUNT				DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001956 -----										
015	028-553.61-83	7/31/2020	BA2021-01 20 RO CHT	661,756.00		0.00	0.00	661,756.00	641,634.23	
WWTP IMPROVMNT CHOCTAW MATCH										
DEPT: WASTEWATER TREATMENT PLT.										
015	000-301.10-00	7/31/2020	BA2021-01 20 RO CHT	661,756.00		0.00	0.00	1,159,947.00-	1,159,947.00-	
BEGINNING UNENCUMBERED										
015	028-553.61-87	7/31/2020	BA2021-01 20 RO SLU	1,404,589.00		0.00	0.00	1,404,589.00	1,281,140.33	
WWTP IMPROVEMENTS										
DEPT: WASTEWATER TREATMENT PLT.										
015	000-362.64-01	7/31/2020	BA2021-01 19-20 ROV	1,406,534.00		0.00	0.00	1,406,534.00-	1,406,534.00-	
EDA 08-01-05284 WWTP IMP 69%										
Budget Adj. # 001957 -----										
015	049-554.61-65	7/31/2020	BA2021-01 19-20 ROV	28,075.00		0.00	0.00	28,075.00	28,075.00	
ENGINEERING STUDY - LANDFILL *										
DEPT: DISPOSAL - SOLID WASTE										
015	000-301.10-00	7/31/2020	BA2021-01 19-20 ROV	88,817.00		0.00	0.00	1,159,947.00-	1,159,947.00-	
BEGINNING UNENCUMBERED										
015	049-554.61-71	7/31/2020	BA2021-01 19-20 ROV	46,600.00		0.00	0.00	46,600.00	46,600.00	
LANDFILL CELL PREPARATION										
DEPT: DISPOSAL - SOLID WASTE										
015	049-554.61-74	7/31/2020	BA2021-01 19-20 ROV	14,142.00		0.00	0.00	14,142.00	24,522.00	
TRANSFER STATION IMPROVEMENTS										
DEPT: DISPOSAL - SOLID WASTE										
Budget Adj. # 001958 -----										
015	805-555.61-00	7/31/2020	BA2021-01 19-20 ROL	65,000.00		0.00	0.00	65,000.00	65,000.00	
STREETS STRIPING										
DEPT: 2020 USSTRN EXPENSE										
015	805-555.61-01	7/31/2020	BA2021-01 19-20 ROL	65,000.00		0.00	0.00	65,000.00	65,000.00	
CAMERAS MAIN & WASHINGTON										
DEPT: 2020 USSTRN EXPENSE										
015	805-555.61-02	7/31/2020	BA2021-01 19-20 ROL	6,074,325.00	1,885,000.00		0.00	7,959,325.00	7,959,325.00	
2020 STREETS PROJECT										
DEPT: 2020 USSTRN EXPENSE										
015	805-555.61-03	7/31/2020	BA2021-01 19-20 ROL	709,891.00		0.00	0.00	709,891.00	0.50	
2020 STREET PROFESSIONAL SERVI										
DEPT: 2020 USSTRN EXPENSE										

BUDGET CODE: CB-Current Budget

Budget Adj. # 001965 -----

PACKET: 00411-BA2021-01 FY19-20 ROLLOVER

BUDGET CODE: CB-Current Budget

				ORIGINAL	PREVIOUS	NEW	BUDGET
FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	BUDGET	ADJUSTMENTS	BUDGET	BALANCE

Budget Adj. # 001965							

610	000-301.10-00	7/31/2020 BA2021-01 19-20 ROV	1,795.00	0.00	0.00	1,795.00-	1,795.00-
BEGINNING UNENCUMBERED							
610	000-361.99-00	7/31/2020 BA2021-01 19-20 ROV	20.00	0.00	0.00	20.00-	0.00
PRIVATE DONATIONS							
610	050-572.50-69	7/31/2020 BA2021-01 19-20 ROV	1,815.00	0.00	0.00	1,815.00	1,815.00
OTHER EQUIP PARTS & MAINT							
DEPT: HIGHLAND CEMETERY							

Budget Adj. # 001966							

615	000-301.10-00	7/31/2020 BA2021-01 19-20 ROV	12,500.00	206,430.00-	0.00	218,930.00-	218,930.00-
BEGINNING UNENCUMBERED							
615	050-572.60-87	7/31/2020 BA2021-01 19-20 ROV	12,500.00	0.00	0.00	12,500.00	12,500.00
SURVEYING OF CEMETERY							
DEPT: HIGHLAND CEMETERY							
PACKET NOTES:							
#1945 GF LIBRARY STATE AID							
#1946 IT ROLLOVER FOR ACCT SOFTWARE AND FUND FOR CI							
#1947 CI ROLLOVER FROM FY 19-20 PROJECTS PD							
#1948 CI ROLLOVER FROM FY 19-20 ANIMAL CONTROL							
#1949 CI ROLLOVER FROM FY 19-20 COMMUNICATION CTR.							
#1950 CI ROLLOVER FROM FY 19-20 PARKS, REC. & GEN. SVCS.							
#1951 CI ROLLOVER FROM FY 19-20 STREETS							
#1952 CI ROLLOVER FROM FY 19-20 GENERAL GOV.							
#1953 CI ROLLOVER FROM FY 19-20 SENIOR CITIZENS CENTER							
#1954 CI ROLLOVER FROM FY 19-20 PUBLIC WORK ADMINST.							
#1955 CI ROLLOVER FROM FY 19-20 WATER/SEWER LINE MAINT.							
#1956 CI ROLLOVER FROM FY 19-20 WASTEWATER TREATMENT PLT							
#1957 CI ROLLOVER FROM FY 19-20 DISPOSAL-SOLID WASTE							
#1958 CI ROLLOVER FROM FY 19-20 2020 USSTRN EXP							
#1959 CI ROLLOVER FROM FY 19-20 2020 CWSRF-OWRB EXP.							
#1960 CI ROLLOVER FROM FY 19-20 EXPENDITURE NOT REIMB.							
#1961 AIRPORT ROLLOVER FROM FY 19-20							
#1962 DCFA ROLLOVER FROM FY 19-20							
#1963 CDBG ROLLOVER FROM FY 19-20							
#1964 DWRF COMM. CTR&LIBRARY ROLLOVER FROM FY 19-20							
#1965 CEMETERY OPERATIONS ROLLOVER FROM FY 19-20							
#1966 CEMETERY CARE ROLLOVER FROM FY 19-20 2020							
TOTAL NO. ADJUSTMENTS--REVENUE:					41	26,285,389.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					49	25,578,751.00	
TOTAL IN PACKET--						51,864,140.00	

PACKET: 00411-BA2021-01 FY19-20 ROLLOVER

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
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Budget Adj. # 001966 -----

*** BUDGET DEFICIT WARNINGS ***

FUND ACCOUNT	NAME	BALANCE
010 020-560.30-90	ACCOUNTING SOFTWARE & MAINT	30,129.12-
015 028-553.61-82	WWTP IMPRV GRAND ADM UA MATCH	1,860.00-
015 805-555.61-90	2020 STREETS IMPROVEMENTS	55,720.00-

TOTAL WARNINGS: 3

*** NO ERRORS ***

*** END OF REPORT ***

PACKET: 00409-BA2021-02 COVID IMPACT PRJ

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001942 -----							
001 000-361.25-08 2020 CARES REIMBURSE	7/31/2020	BA2021-02 COVID IMP	158,124.35	0.00	0.00	1,439,319.05-	1,439,319.05-
001 000-361.25-08 2020 CARES REIMBURSE	7/31/2020	BA2021-02 COVID IMP	1,281,194.70	0.00	0.00	1,439,319.05-	1,439,319.05-
001 019-569.70-17 FUND RESERVE DEPT: GENERAL GOVERNMENT	7/31/2020	BA2021-02 COVID IMP	158,124.35	48,090.00	0.00	230,358.66	230,358.66
001 019-569.70-17 FUND RESERVE DEPT: GENERAL GOVERNMENT	7/31/2020	BA2021-02 COVID IMP	24,144.31	48,090.00	0.00	230,358.66	230,358.66
001 019-569.70-77 A & G MISCELLANEOUS DEPT: GENERAL GOVERNMENT	7/31/2020	BA2021-02 COVID IMP	93,094.95	160,000.00	0.00	253,094.95	183,324.62
001 019-569.99-15 TRSF TO CAPITAL IMPR. FUND DEPT: GENERAL GOVERNMENT	7/31/2020	BA2021-02 COVID IMP	976,367.44	0.00	0.00	976,367.44	976,367.44
001 019-569.99-10 P.TRSF TO I.T. SERVICE FUND DEPT: GENERAL GOVERNMENT	7/31/2020	BA2021-02 COVID IMP	187,588.00	0.00	0.00	187,588.00	187,588.00
Budget Adj. # 001943 -----							
010 000-364.11-00 TRSF. FROM GENERAL FUND	7/31/2020	BA2021-02 COVID IMP	187,588.00	0.00	0.00	187,588.00-	187,588.00-
010 020-560.30-50 SOFTWARE/SERVER MAINT DEPT: INFO. TECH. SERVICE DEPT.	7/31/2020	BA2021-02 COVID IMP	5,840.00	53,042.00	0.00	58,882.00	53,957.89
010 020-560.30-90 ACCOUNTING SOFTWARE & MAINT DEPT: INFO. TECH. SERVICE DEPT.	7/31/2020	BA2021-02 COVID IMP	51,711.00	71,441.00	0.00	173,152.00	44,871.88
010 020-560.30-90 ACCOUNTING SOFTWARE & MAINT DEPT: INFO. TECH. SERVICE DEPT.	7/31/2020	BA2021-02 COVID IMP	50,000.00	71,441.00	0.00	173,152.00	44,871.88
010 020-560.50-69 OTHER EQUIP PARTS & MAINT DEPT: INFO. TECH. SERVICE DEPT.	7/31/2020	BA2021-02 COVID IMP	5,760.00	23,000.00	0.00	28,760.00	23,308.64
010 020-560.80-01 HARDWARE PURCHASES - PC's DEPT: INFO. TECH. SERVICE DEPT.	7/31/2020	BA2021-02 COVID IMP	1,077.00	72,600.00	0.00	73,677.00	64,715.29

BUDGET CODE: CB-Current Budget

				ORIGINAL	PREVIOUS	NEW	BUDGET
FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	BUDGET	ADJUSTMENTS	BUDGET	BALANCE
Budget Adj. # 001943 -----							
010 020-560.80-02	7/31/2020	BA2021-02 COVID IMP	13,500.00	9,200.00	0.00	22,700.00	22,700.00
HARDWARE PURCH. - PRINTERS							
DEPT: INFO. TECH. SERVICE DEPT.							
010 020-560.80-05	7/31/2020	BA2021-02 COVID IMP	59,700.00	0.00	0.00	59,700.00	19,800.00
PROJECT & KNOWLEDGE MNGT.							
DEPT: INFO. TECH. SERVICE DEPT.							
Budget Adj. # 001944 -----							
015 000-364.11-00	7/31/2020	BA2021-02 COVID IMP	976,367.44	0.00	0.00	976,367.44-	976,367.44-
TRSF FROM GENERAL FUND							
015 016-541.61-00	7/31/2020	BA2021-02 COVID IMP	10,027.44	200,000.00	0.00	210,027.44	200,000.00
STREET PROJECTS							
DEPT: STREET DEPARTMENT							
015 017-537.61-02	7/31/2020	BA2021-02 COVID IMP	30,000.00	0.00	0.00	30,000.00	30,000.00
COMPUTER EQUIPMENT UPGRADE							
DEPT: ECONOMIC DEVELOPMENT							
015 018-519.61-04	7/31/2020	BA2021-02 COVID IMP	18,000.00	0.00	0.00	18,000.00	18,000.00
VEHICLES & EQUIPMENT							
DEPT: CIVIL EMERGENCY MGMT.							
015 018-519.61-32	7/31/2020	BA2021-02 COVID IMP	18,000.00	0.00	0.00	100,800.00	63,247.00
EM EQUIPMENT & MISC.							
DEPT: CIVIL EMERGENCY MGMT.							
015 018-519.61-32	7/31/2020	BA2021-02 COVID IMP	82,800.00	0.00	0.00	100,800.00	63,247.00
EM EQUIPMENT & MISC.							
DEPT: CIVIL EMERGENCY MGMT.							
015 019-569.61-99	7/31/2020	BA2021-02 COVID IMP	500,000.00	114,101.00	0.00	614,101.00	614,101.00
FUND RESERVE							
DEPT: GENERAL GOVERNMENT							
015 019-569.61-49	7/31/2020	BA2021-02 COVID IMP	139,973.00	10,000.00	0.00	163,040.00	96,175.36-
CITY HALL RENOVATION							
DEPT: GENERAL GOVERNMENT							
015 019-569.61-49	7/31/2020	BA2021-02 COVID IMP	13,067.00	10,000.00	0.00	163,040.00	96,175.36-
CITY HALL RENOVATION							
DEPT: GENERAL GOVERNMENT							
015 020-560.61-05	7/31/2020	BA2021-02 COVID IMP	44,500.00	0.00	0.00	164,500.00	164,500.00
SOCIAL MEDIA EQUIP & SOFTWARE							
DEPT: INFORMATION TECHNOLOGY							

PACKET: 00409-BA2021-02 COVID IMPACT PRJ

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001944							
015 020-560.61-05	7/31/2020	BA2021-02 COVID IMP	120,000.00	0.00	0.00	164,500.00	164,500.00
SOCIAL MEDIA EQUIP & SOFTWARE							
DEPT: INFORMATION TECHNOLOGY							
PACKET NOTES:							
#1942 FOR GENERAL FUND CARE COVID IMPACT PROJECT EXPENDITURE							
#1943 FOR INFO. TECH. SERVICE COVID IMPACT PROJECT							
#1944 FOR CAPITAL IMPROV. FUND COVID IMPACT PROJECT							
TOTAL NO. ADJUSTMENTS--REVENUE:					4	2,603,274.49	
TOTAL NO. ADJUSTMENTS--EXPENSE:					22	2,603,274.49	
TOTAL IN PACKET--						<u>5,206,548.98</u>	

*** BUDGET DEFICIT WARNINGS ***

FUND ACCOUNT	NAME	BALANCE
015 019-569.61-49	CITY HALL RENOVATION	96,175.36-

TOTAL WARNINGS: 1

*** NO ERRORS ***

*** END OF REPORT ***

BUDGET CODE: CB-Current Budget

FUND ACCOUNT				DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001967 -----										
001	000-361.15-00	7/31/2020	BA2021-03	AUCTION	18,787.01	0.00	0.00	18,787.01-	0.00	
	PROCEEDS FROM SALE OF ASSETS									
001	019-569.70-77	7/31/2020	BA2021-03	AUCTION FE	1,641.10	160,000.00	0.00	162,367.00	92,596.67	
	A & G MISCELLANEOUS									
	DEPT: GENERAL GOVERNMENT									
001	019-569.70-77	7/31/2020	BA2021-03	AUCTION T	725.90	160,000.00	0.00	162,367.00	92,596.67	
	A & G MISCELLANEOUS									
	DEPT: GENERAL GOVERNMENT									
001	019-569.70-17	7/31/2020	BA2021-03	ACTION REV	16,420.01	48,090.00	0.00	171,727.01	171,727.01	
	FUND RESERVE									
	DEPT: GENERAL GOVERNMENT									
001	017-537.30-31	7/31/2020	BA2021-03	PHONE & T	720.00	180.00	0.00	900.00	897.94	
	PHONE & TELECOMMUNICATION									
	DEPT: ECONOMIC DEVELOPMENT									
001	019-569.70-17	7/31/2020	BA2021-03	GFINSU CA	11,283.00-	48,090.00	0.00	171,727.01	171,727.01	
	FUND RESERVE									
	DEPT: GENERAL GOVERNMENT									
001	019-569.99-12	7/31/2020	BA2021-03	INSU CASH	10,563.00	182,875.00	0.00	193,438.00	0.00	
	TRSF TO INSURANCE CASH FUND									
	DEPT: GENERAL GOVERNMENT									
001	000-364.27-00	7/31/2020	BA2021-03	LOAN FM U	181,000.00	4,755,859.00-	0.00	4,936,859.00-	4,144,215.84-	
	TRSF FROM UTILTIY AUTHORITY									
001	019-569.99-15	7/31/2020	BA2021-03	LED TO CI	181,000.00	0.00	0.00	304,430.00	304,430.00	
	TRSF TO CAPITAL IMPR. FUND									
	DEPT: GENERAL GOVERNMENT									
001	019-569.99-15	7/31/2020	BA2021-03	LED PRN I	25,974.00	0.00	0.00	304,430.00	304,430.00	
	TRSF TO CAPITAL IMPR. FUND									
	DEPT: GENERAL GOVERNMENT									
001	019-569.99-15	7/31/2020	BA2021-03	PD BODY CA	97,456.00	0.00	0.00	304,430.00	304,430.00	
	TRSF TO CAPITAL IMPR. FUND									
	DEPT: GENERAL GOVERNMENT									
001	000-301.10-00	7/31/2020	BA2021-03	PD BODY C	97,456.00	1,400,000.00-	0.00	1,560,156.00-	1,560,156.00-	
	BEGINNING UNENCUMBERED									
001	000-301.10-00	7/31/2020	BA2021-03	LED PRIN	25,974.00	1,400,000.00-	0.00	1,560,156.00-	1,560,156.00-	
	BEGINNING UNENCUMBERED									
001	000-301.10-00	7/31/2020	BA2021-03	PD SP PY&V	36,726.00	1,400,000.00-	0.00	1,560,156.00-	1,560,156.00-	
	BEGINNING UNENCUMBERED									

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001967							

001 005-521.10-21	7/31/2020	BA2021-03PD SP PAY	28,400.00	0.00	0.00	28,400.00	13,164.12
SPECIAL PAY-LEAVE & BONUS ACCR							
DEPT: POLICE - LAW ENFORCEMENT							
001 005-521.50-63	7/31/2020	BA2021-03PD VEHICLE	8,326.00	38,000.00	0.00	46,326.00	29,136.46
VEHICLE MAINTENANCE							
DEPT: POLICE - LAW ENFORCEMENT							
001 009-532.30-65	7/31/2020	BA2021-03MOWING CON	1,500.00	163,740.00	0.00	165,240.00	59,889.16
MOWING CONTRACTS							
DEPT: PARKS, REC. & GEN. SVCS.							
001 019-569.70-17	7/31/2020	BA2021-03MOWING CON	1,500.00-	48,090.00	0.00	171,727.01	171,727.01
FUND RESERVE							
DEPT: GENERAL GOVERNMENT							
001 000-325.20-01	7/31/2020	BA2021-03BUSINESS L	120,000.00	0.00	0.00	120,000.00-	120,000.00-
BUSINESS LICENSE							
001 019-569.70-17	7/31/2020	BA2021-03BUSINESS L	120,000.00	48,090.00	0.00	171,727.01	171,727.01
FUND RESERVE							
DEPT: GENERAL GOVERNMENT							
001 000-362.36-05	7/31/2020	BA2021-03ST AID LIB	1,000.00	0.00	0.00	1,000.00-	0.00
FY17 ODL GRANT REV FOR LEGOS							
001 015-571.70-50	7/31/2020	BA2021-03ST AID LIB	1,000.00	0.00	0.00	1,000.00	0.00
FY17 ODL GRANT EXPENSE							
DEPT: PUBLIC LIBRARY							
001 018-519.50-58	7/31/2020	BA2021-03STBDG TRSF	5,500.00	0.00	0.00	5,500.00	4,809.19
BUILDING AND MAINTENANCE							
DEPT: CIVIL EMERGENCY MGMT.							
001 018-519.50-61	7/31/2020	BA2021-03STBDG TRSF	1,000.00-	10,000.00	0.00	9,000.00	9,096.32
MINOR TOOLS & EQUIP							
DEPT: CIVIL EMERGENCY MGMT.							
001 018-519.50-70	7/31/2020	BA2021-03STBDG TRSF	2,500.00-	15,000.00	0.00	12,500.00	12,750.24
NEW SIREN MAINT							
DEPT: CIVIL EMERGENCY MGMT.							
001 018-519.70-75	7/31/2020	BA2021-03STBDG TRSF	2,000.00-	0.00	0.00	2,000.00-	2,000.00-
SAFETY AED BATTERY/MAINT							
DEPT: CIVIL EMERGENCY MGMT.							
** WARNING ** NEW BUDGET NEGATIVE							

Budget Adj. # 001968 -----

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001968 -----							
005 066-569.70-17	7/31/2020	BA2021-03 EMPY INSU	6,000.00-	86,712.00	0.00	80,712.00	80,712.00
FUND RESERVE							
DEPT: EMPLOYEE HEALTH INS.							
005 066-569.70-71	7/31/2020	BA2021-03 EMPY INSU	6,000.00	2,000.00	0.00	8,000.00	0.00
MISC. EXPENDITURES							
DEPT: EMPLOYEE HEALTH INS.							
Budget Adj. # 001969 -----							
010 020-560.80-01	7/31/2020	BA2021-03 SERVER	16,275.00	72,600.00	0.00	88,875.00	79,913.29
HARDWARE PURCHASES - PC's							
DEPT: INFO. TECH. SERVICE DEPT.							
010 020-560.80-03	7/31/2020	BA2021-03 SERVER	5,275.00-	16,500.00	0.00	11,225.00	5,372.93
NETWORK HARDWARE UPGRADE							
DEPT: INFO. TECH. SERVICE DEPT.							
010 000-361.40-00	7/31/2020	BA2021-03 SERVER	1,000.00	0.00	0.00	1,000.00-	961.66-
MISC. REVENUE							
010 020-560.30-50	7/31/2020	BA2021-03 SERVER	10,000.00-	53,042.00	0.00	43,042.00	38,117.89
SOFTWARE/SERVER MAINT							
DEPT: INFO. TECH. SERVICE DEPT.							
Budget Adj. # 001970 -----							
020 000-364.28-01	7/31/2020	BA2021-03 LAND PURC	1,000,000.00	0.00	0.00	1,025,000.00-	1,025,000.00-
TRSF FROM ECONOMIC (110) REIMB							
020 067-596.80-00	7/31/2020	BA2021-03 LAND PURC	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00
DIA LANDS PURCHASE							
DEPT: INDUSTRIAL PROJECTS							
020 017-537.30-15	7/31/2020	BA2021-03 CONSULTIN	5,000.00-	14,700.00	0.00	9,700.00	9,700.00
OFFICE SPACE RENT							
DEPT: ECON. DEV. ADMINISTRATION							
020 017-537.30-36	7/31/2020	BA2021-03 CONSULTIN	5,000.00	5,000.00	0.00	10,000.00	4,300.00
CONSULTING FEES							
DEPT: ECON. DEV. ADMINISTRATION							
020 067-596.80-01	7/31/2020	BA2021-03 LIST STRE	25,000.00	0.00	0.00	25,000.00	0.00
LOST STREET PROJECT							
DEPT: INDUSTRIAL PROJECTS							
020 000-364.28-01	7/31/2020	BA2021-03 LIST STRE	25,000.00	0.00	0.00	1,025,000.00-	1,025,000.00-
TRSF FROM ECONOMIC (110) REIMB							

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001971							
110 017-537.30-53	7/31/2020	BA2021-03 LAND PURC	1,000,000.00	0.00	0.00	1,025,000.00	1,025,000.00
TRSF TO DIA (REIMB FOR EXPENSE							
DEPT: ECONOMIC DEVELOPMENT							
110 000-301.10-00	7/31/2020	BA2021-03 LAND PURC	1,000,000.00	2,381,240.00-	0.00	3,406,240.00-	3,406,240.00-
BEGINNING BALANCE							
110 000-301.10-00	7/31/2020	BA2021-03 LOST STRT	25,000.00	2,381,240.00-	0.00	3,406,240.00-	3,406,240.00-
BEGINNING BALANCE							
110 017-537.30-53	7/31/2020	BA2021-03 LOST STRT	25,000.00	0.00	0.00	1,025,000.00	1,025,000.00
TRSF TO DIA (REIMB FOR EXPENSE							
DEPT: ECONOMIC DEVELOPMENT							

Budget Adj. # 001972							
125 000-301.10-00	7/31/2020	BA2021-03 ADVST INC	130,000.00	0.00	0.00	130,000.00-	130,000.00-
BEGINNING BALANCE							
125 070-518.30-38	7/31/2020	BA2021-03 ADVST INC	150,000.00	10,000.00	0.00	160,000.00	160,000.00
ADVERTISING-PUBLICATIONS							
DEPT: ECONOMIC DEVELOPMENT							

Budget Adj. # 001973							
206 000-364.27-01	7/31/2020	BA2021-03 UA LOAN F	325,000.00	0.00	0.00	325,000.00-	325,000.00-
TRSF FROM DCUA --SUBSIDY							
206 065-503.80-03	7/31/2020	BA2021-03 UA LOAN F	325,000.00	0.00	0.00	325,000.00	3,440.00
2020 12K GALLON 100-LL TANK							
DEPT: EAKER FIELD							
206 000-301.10-00	7/31/2020	BA2021-03 UA LOAN F	14,629.00	0.00	0.00	14,629.00-	14,629.00-
BEGINNING UNENCUMBERED							
206 065-503.90-83	7/31/2020	BA2021-03 FUL TK PR	5,318.00	0.00	0.00	5,318.00	5,318.00
2020 12K LL FUEL TANK PRIN PYM							
DEPT: EAKER FIELD							
206 065-503.90-84	7/31/2020	BA2021-03 FUL TK PR	203.00	0.00	0.00	203.00	203.00
2020 UA 12K LL TANK INTS PYMNT							
DEPT: EAKER FIELD							
206 065-503.50-60	7/31/2020	BA2021-03 STAHL	18,200.00	0.00	0.00	18,200.00	147.20
BUILDING MAINTENANCE							
DEPT: EAKER FIELD							
206 065-503.80-12	7/31/2020	BA2021-03 STAHL	9,092.00-	0.00	0.00	9,092.00-	9,069.00-
TERMINAL IMPROVEMENTS 2009B							
DEPT: EAKER FIELD							

** WARNING ** NEW BUDGET NEGATIVE

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001974 -----							
210 000-301.10-00	7/31/2020	BA2021-03 2020 MISC	654,400.00	13,891,347.00-	0.00	15,121,781.00-	15,121,781.00-
BEGINNING UNENCUMBERED							
210 052-528.99-23	7/31/2020	BA2021-03 2020 MISC	654,400.00	12,347,000.00	0.00	13,001,400.00	13,001,400.00
TRSF 2020 TO CAP IMPR FUND 15							
DEPT: DCUA 2020 MISC. NOTE							
210 000-301.10-00	7/31/2020	BA2021-03 20CWSRF P	343,500.00	13,891,347.00-	0.00	15,121,781.00-	15,121,781.00-
BEGINNING UNENCUMBERED							
210 000-361.15-08	7/31/2020	BA2021-03 20CWSRF O	12,670,800.00	0.00	0.00	12,670,800.00-	12,670,800.00-
2020 CWSRF OWRB FINANCING							
210 053-528.90-92	7/31/2020	BA2021-03 20CWSRF O	3,500.00	0.00	0.00	3,500.00	3,191.72
LOCAL TRUSTEE FEE							
DEPT: 2020 CWSRF-WWTP IMPRV.							
210 053-528.90-95	7/31/2020	BA2021-03 20CWSRF O	320,000.00	0.00	0.00	320,000.00	319,259.12
INTEREST EXPENSE 2020 CWSRF							
DEPT: 2020 CWSRF-WWTP IMPRV.							
210 053-528.90-96	7/31/2020	BA2021-03 20CWSRF O	20,000.00	0.00	0.00	20,000.00	20,000.00
PRINCIPAL PAYMENT-2020 CWSRF							
DEPT: 2020 CWSRF-WWTP IMPRV.							
210 053-528.99-23	7/31/2020	BA2021-03 20CWSRF O	12,670,800.00	0.00	0.00	12,670,800.00	12,670,800.00
TRSF 2020 CWSRF TO CI							
DEPT: 2020 CWSRF-WWTP IMPRV.							
210 050-528.99-23	7/31/2020	BA2021-03 2012A TRS	232,534.00	0.00	0.00	232,534.00	232,534.00
TRSF 2012 A TO CAP IMPR F 15							
DEPT: 2012A MISC NOTE							
210 000-301.10-00	7/31/2020	BA2021-03 2012A TRS	232,534.00	13,891,347.00-	0.00	15,121,781.00-	15,121,781.00-
BEGINNING UNENCUMBERED							

Budget Adj. # 001975 -----							
350 015-571.30-44	7/31/2020	BA2021-03 IMPRV	25,000.00-	658,900.00	0.00	633,900.00	633,900.00
CONTINGENCY RESERVE							
DEPT: DWR CC PROJECT							
350 015-571.61-04	7/31/2020	BA2021-03 IMPRV	25,000.00	0.00	0.00	25,000.00	752.04
IMPROVEMENTS							
DEPT: DWR CC PROJECT							

Budget Adj. # 001976 -----							

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001976 -----							
500 011-535.50-58	10/09/2020	BA2021-03 DMSC ADJ	3,500.00	10,412.00	0.00	13,912.00	806.92
BUILDING & GROUNDS MAINTENANCE							
DEPT: DURANT MULTI-SPORTS CMPLX							
500 011-535.30-33	10/09/2020	BA2021-03 DMSC ADJ	1,000.00-	18,000.00	0.00	17,000.00	16,250.89
UTILITIES EXPENSE							
DEPT: DURANT MULTI-SPORTS CMPLX							
500 011-535.70-72	10/09/2020	BA2021-03 DMSC ADJ	1,500.00-	2,500.00	0.00	1,000.00	1,000.00
TRAINING & TRAVEL							
DEPT: DURANT MULTI-SPORTS CMPLX							
500 011-535.50-72	10/09/2020	BA2021-03 DMSC ADJ	1,000.00-	6,000.00	0.00	5,000.00	4,102.32
TRACTOR/MOWER MAINT							
DEPT: DURANT MULTI-SPORTS CMPLX							
500 011-535.50-64	10/09/2020	BA2021-03 DMSC ADJ	500.00	6,000.00	0.00	6,500.00	567.84
AGRICULTURAL SUPPLIES							
DEPT: DURANT MULTI-SPORTS CMPLX							
500 011-535.50-62	10/09/2020	BA2021-03 DMSC ADJ	500.00-	2,600.00	0.00	2,100.00	1,458.10
JANITORIAL SUPPLES							
DEPT: DURANT MULTI-SPORTS CMPLX							

Budget Adj. # 001977 -----							
610 000-361.40-00	7/31/2020	BA2021-03 CHAPEL CL	1,000.00	150.00-	0.00	1,150.00-	675.00-
MISC. REVENUE							
610 050-572.50-58	7/31/2020	BA2021-03 CHAPEL CL	1,000.00	812.00	0.00	1,812.00	916.49
BUILDING AND MAINTENANCE							
DEPT: HIGHLAND CEMETERY							

Budget Adj. # 001978 -----							
405 000-301.10-00	7/31/2020	BA2021-03 AIRP LOAN	325,000.00	510,000.00-	0.00	1,095,588.00-	1,095,588.00-
BEGINNING UNENCUMBERED							
405 030-555.99-26	7/31/2020	BA2021-03 AIRP LOAN	325,000.00	155,234.00	0.00	480,234.00	454,361.66
TRSF. TO AIRPORT AUTHORITY							
DEPT: UTILITY GENERAL ADMIN.							
405 000-361.86-01	7/31/2020	BA2021-03 AIRP LOAN	5,318.00	0.00	0.00	5,318.00-	5,318.00-
2020 AIRPT TANK PRINP PYMNT							
405 000-361.86-02	7/31/2020	BA2021-03 AIRP LOAN	203.00	0.00	0.00	203.00-	203.00-
2020 AIRPT TANK INTS. PYMNT							

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001978							
005 030-555.70-17	7/31/2020	BA2021-03 AIRP LOAN	5,521.00	150,000.00	0.00	181,495.00	181,495.00
CONTINGENCY RESERVE							
DEPT: UTILITY GENERAL ADMIN.							
005 000-361.40-00	7/31/2020	BA2021-03 LED LIGT	25,474.00	5,000.00-	0.00	30,474.00-	28,625.87-
MISC. REVENUE							
005 000-301.10-00	7/31/2020	BA2021-03 LED UA PO	70,838.00	510,000.00-	0.00	1,095,588.00-	1,095,588.00-
BEGINNING UNENCUMBERED							
005 030-555.50-58	7/31/2020	BA2021-03 LED US PO	96,312.00	0.00	0.00	96,312.00	0.00
BUILDING & MAINTENANCE							
DEPT: UTILITY GENERAL ADMIN.							
005 000-301.10-00	7/31/2020	BA2021-03 LED LOAN	181,000.00	510,000.00-	0.00	1,095,588.00-	1,095,588.00-
BEGINNING UNENCUMBERED							
005 030-555.99-11	7/31/2020	BA2021-03 LED LOAN	181,000.00	4,755,859.00	0.00	4,936,859.00	4,144,215.84
TRANSFER TO GENERAL FUND							
DEPT: UTILITY GENERAL ADMIN.							
005 030-555.70-17	7/31/2020	BA2021-03 LED LOAN	25,974.00	150,000.00	0.00	181,495.00	181,495.00
CONTINGENCY RESERVE							
DEPT: UTILITY GENERAL ADMIN.							
005 000-361.86-03	7/31/2020	BA2021-03 LED LOAN	25,761.00	0.00	0.00	25,761.00-	25,761.00-
2020 LED PRJ PRINPAL FM GF							
005 000-361.86-04	7/31/2020	BA2021-03 LED LOAN	213.00	0.00	0.00	213.00-	213.00-
2020 LED PROJ INTST FM GF							
005 000-301.10-00	7/31/2020	BA2021-0319-20 AMR	2,750.00	510,000.00-	0.00	1,095,588.00-	1,095,588.00-
BEGINNING UNENCUMBERED							
005 025-550.30-55	7/31/2020	BA2021-0319-20 AMR	2,750.00	9,500.00	0.00	12,250.00	9,500.00
MAINTENANCE CONTRACTS							
DEPT: UTILITY BILLING							
005 000-301.10-00	7/31/2020	BA2021-0319-20 AD E	6,000.00	510,000.00-	0.00	1,095,588.00-	1,095,588.00-
BEGINNING UNENCUMBERED							
005 026-551.50-69	7/31/2020	BA2021-0319-20 AD E	6,000.00	0.00	0.00	6,000.00	632.50
OTHER EQUIP PARTS & MAINT							
DEPT: WATER/SEWER LINE MAINT.							
005 031-552.30-51	7/31/2020	BA2021-0319-20 ADJ	250.00	18,000.00	0.00	18,250.00	0.00
CONTRACT LABOR							
DEPT: "LAKE DURANT"							
005 031-552.50-65	7/31/2020	BA2021-0319-20 ADJ	250.00-	5,350.00	0.00	5,100.00	5,100.00
CONCRETE AND AGGREGATE							
DEPT: "LAKE DURANT"							

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001979							
015 000-361.40-00	7/31/2020	BA2021-03 LED GNT R	65,149.00	0.00	0.00	65,149.00-	64,174.00-
MISC. REVENUE							
015 000-364.11-00	7/31/2020	BA2021-03 LED LOAN	181,000.00	0.00	0.00	304,430.00-	304,430.00-
TRSF FROM GENERAL FUND							
015 019-569.61-49	7/31/2020	BA2021-03 LED PRJ G	246,149.00	10,000.00	0.00	256,149.00	3,066.36-
CITY HALL RENOVATION							
DEPT: GENERAL GOVERNMENT							
015 000-364.11-00	7/31/2020	BA2021-03 LED PRI&I	25,974.00	0.00	0.00	304,430.00-	304,430.00-
TRSF FROM GENERAL FUND							
015 019-569.85-03	7/31/2020	BA2021-03 LED PRI&I	25,974.00	0.00	0.00	25,974.00	25,974.00
DEBT SERVICE FINANCING PYMNT							
DEPT: GENERAL GOVERNMENT							
015 000-364.11-00	7/31/2020	BA2021-03 10F3 BODY	97,456.00	0.00	0.00	304,430.00-	304,430.00-
TRSF FROM GENERAL FUND							
015 005-521.61-25	7/31/2020	BA2021-03 10F3 BODY	97,456.00	0.00	0.00	97,456.00	186,694.00-
IN-CAR/BODY CAMERAS							
DEPT: POLICE - LAW ENFORCEMENT							
015 000-364.33-00	7/31/2020	BA2021-03 PD 5-TAHO	262,000.00	0.00	0.00	262,000.00-	262,000.00-
EQUIPMENT FINANCING							
015 005-521.61-27	7/31/2020	BA2021-03 PD 5-TAHO	262,000.00	0.00	0.00	262,000.00	262,000.00
POLICE VEHICLES W/EQUIP							
DEPT: POLICE - LAW ENFORCEMENT							
015 000-301.10-00	7/31/2020	BA2021-03 PD 5-TAHO	32,380.00	0.00	0.00	39,086.60-	39,086.60-
BEGINNING UNENCUMBERED							
015 019-569.85-20	7/31/2020	BA2021-03 PD 5-TAHO	32,380.00	0.00	0.00	32,380.00	32,380.00
PD PATROL UNITS FINANCING PYMN							
DEPT: GENERAL GOVERNMENT							
015 000-301.10-00	7/31/2020	BA2021-03 PD INCR L	6,706.60	0.00	0.00	39,086.60-	39,086.60-
BEGINNING UNENCUMBERED							
015 019-569.85-57	7/31/2020	BA2021-03 PD INCR L	6,706.60	154,139.00	0.00	160,845.60	16,956.30
POLICE VEHICLES - LEASED							
DEPT: GENERAL GOVERNMENT							
015 026-551.61-01	7/31/2020	BA2021-03 TRS TO NE	45,000.00-	127,000.00	0.00	82,000.00	25,393.76
JETTER TRUCK							
DEPT: WATER/SEWER LINE MAINT.							
015 026-551.61-06	7/31/2020	BA2021-03 TRS TO NE	45,000.00	0.00	0.00	45,000.00	2,145.00
1 TON DUMP TRUCK							
DEPT: WATER/SEWER LINE MAINT.							

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001979							
015 049-554.61-04	7/31/2020	BA2021-03 ADJ RIGHT	156,000.00-	156,000.00	0.00	0.00	0.00
VEHICLES AND EQUIPMENT							
DEPT: DISPOSAL - SOLID WASTE							
015 049-554.61-53	7/31/2020	BA2021-03 ADJ RIGHT	156,000.00	0.00	0.00	156,000.00	480.00
REFUSE TRANSFER TRAILERS							
DEPT: DISPOSAL - SOLID WASTE							
015 000-362.77-16	7/31/2020	BA2021-03 ADJ WINDC	5,620.00	22,500.00-	0.00	28,120.00-	28,120.00-
FAA GRANT							
015 065-503.80-04	7/31/2020	BA2021-03 ADJ WINDC	3,120.00	25,000.00	0.00	28,120.00	28,120.00
AIRPORT IMPROVEMENTS							
DEPT: EAKER FIELD AIRPORT							
015 019-569.61-99	7/31/2020	BA2021-03 WINCN FAA	2,500.00	114,101.00	0.00	116,601.00	116,601.00
FUND RESERVE							
DEPT: GENERAL GOVERNMENT							
015 065-503.60-01	7/31/2020	BA2021-03 CIRESY CA	883.00-	27,000.00	0.00	26,117.00	0.00
AIRPORT SERVICE TRUCK							
DEPT: EAKER FIELD AIRPORT							
015 065-503.60-02	7/31/2020	BA2021-03 CIRESY CA	883.00	15,000.00	0.00	15,883.00	115.00-
AIRPORT COURTESY CAR							
DEPT: EAKER FIELD AIRPORT							
015 805-555.62-00	7/31/2020	BA2021-03 PRJ ADJ	309,985.00	0.00	0.00	309,985.00	0.00
2020 WTP PRJ PROFESSIONAL SERV							
DEPT: 2020 USSTRN EXPENSE							
015 805-555.62-03	7/31/2020	BA2021-03 PRJ ADJ	1,033,661.00	0.00	0.00	1,033,661.00	1,033,661.00
WTP PRJ CONSTRUCTION							
DEPT: 2020 USSTRN EXPENSE							
015 805-555.62-04	7/31/2020	BA2021-03 PRJ ADJ	398,354.00	0.00	0.00	398,354.00	362,526.68
WATER STORAGE TANK REHABILIT.							
DEPT: 2020 USSTRN EXPENSE							
015 805-555.62-90	7/31/2020	BA2021-03 PRJ ADJ	1,742,000.00-	1,462,000.00	0.00	280,000.00-	280,000.00-
WTP PRJ RESERVE							
DEPT: 2020 USSTRN EXPENSE							
** WARNING ** NEW BUDGET NEGATIVE							

Budget Adj. # 001980							
615 000-301.10-00	7/31/2020	BA2021-03	194,109.00	206,430.00-	0.00	400,539.00-	400,539.00-
BEGINNING UNENCUMBERED							

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001980							
615 000-361.40-00	7/31/2020	BA2021-03 OMAG CHAP	11,941.00	0.00	0.00	11,941.00-	0.84
MISC. REVENUE							
615 050-572.70-17	7/31/2020	BA2021-03	184,755.00	0.00	0.00	184,755.00	184,755.00
FUND RESERVE							
DEPT: HIGHLAND CEMETERY							
615 050-572.60-58	7/31/2020	BA2021-03 ROOFING	14,700.00	0.00	0.00	21,295.00	0.65
CHAPEL MAINTENANCE							
DEPT: HIGHLAND CEMETERY							
615 050-572.60-58	7/31/2020	BA2021-03 INTERIOR	6,595.00	0.00	0.00	21,295.00	0.65
CHAPEL MAINTENANCE							
DEPT: HIGHLAND CEMETERY							
PACKET NOTES:							
#1967 BUDGET ADJUSTMENT FOR GF							
#1968 BUDGET ADJUSTMENT FOR EMPLOYEE INSURANCE LEGAL FEES							
#1969 BUDGET ADJ IT SERVER							
#1970 BUDGET ADJ DIA PURCHASE LAND & LOST STREET PRJ							
#1971 BUDGET ADJ TRSF TO DIA PURCHASE LAND & LOST STREET PRJ							
#1972 BUDGET ADJ TOURISM INCREASE ADVERTISING EXP.							
#1973 BUDGET ADJ AIRPORT LOAN,TANK, STAHL PROJ							
#1974 BUDGET ADJ DEBT SERVICE							
#1975 BUDGET ADJ DWRF COM CTR LIBRARY IMPROVEMENT							
#1976 BUDGET ADJ DMSC							
#1977 BUDGET ADJ CEMETERY OPERATION CHAPEL CLEANING							
#1978 BUDGET ADJ DCUA							
#1979 BUDGET ADJ CAPITAL IMPROVEMENTS							
#1980 BUDGET ADJ CEMETERY CARE CHAPEL IMPROVEMENTS							
TOTAL NO. ADJUSTMENTS--REVENUE:					40	18,428,698.61	
TOTAL NO. ADJUSTMENTS--EXPENSE:					81	18,448,698.61	
TOTAL IN PACKET--						36,877,397.22	

*** BUDGET DEFICIT WARNINGS ***

FUND ACCOUNT	NAME	BALANCE
001 018-519.70-75	SAFETY AED BATTERY/MAINT	2,000.00-
015 005-521.61-25	IN-CAR/BODY CAMERAS	186,694.00-
015 019-569.61-49	CITY HALL RENOVATION	3,066.36-
015 065-503.60-02	AIRPORT COURTESY CAR	115.00-
015 805-555.62-90	WTP PRJ RESERVE	280,000.00-
206 065-503.80-12	TERMINAL IMPROVEMENTS 2009B	9,069.00-

PACKET: 00410-BA2021-03 BUDGT ADJUSTMENT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 001945							

TOTAL WARNINGS: 9

*** NO ERRORS ***

*** END OF REPORT ***



The City of Durant

Office of City Clerk

Memorandum

Date: 10/7/2020
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: City Clerk Report - September 2020

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
City Clerk Report - September 2020	Exhibit	10/7/2020

CITY CLERK MONTHLY INFORMATION REPORT

SEPTEMBER 2020

MUNICIPAL COURT -

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

LICENSES -

The following licenses were issued in September 2020:

Mixed Beverage -1

Off Premise Beer License – 3

Retail Alcohol - 5

Farmers Market – 1

Food Truck –1

Mobile Home Park – 1

Pawn Shop - 1

SPECIAL EVENT PERMIT APPLICATIONS -

There were three Special Event Permit Applications received in September 2020.

Events Held in City of Durant in September 2020:

Black Lives Matter Rally – September 27, 2020

Farmers Market – September 5, 12, 19, 29, 2020

Upcoming Events To Be Held in City of Durant in October-November 2020:

First Friday Oktoberfest Block Party – October 2, 2020

8th Annual Calf Fry Festival – October 10-11, 2020

Colton's Virtual Run – October 17, 2020

Remington Hills Halloween Trick or Treat – October 31, 2020

Farmers Market - October 3, 10, 17, 24, 31

NOTE: Conditional permits are issued upon event approval subject to compliance with State of Emergency Order in effect on event date.

RECORD REQUESTS -

There were three (3) record requests received and processed in September 2020.

CEMETERY ADMINISTRATION/3B GRAVE SERVICE –

I have created the attached spreadsheets which will allow you to track burials and sales (through the city and private seller) as the calendar year progresses.

CEMETERY -

The angel statue was transported from the sculptor's studio back to Highland Cemetery on October 6, 2020. Ten white crepe myrtles were planted in the Drive 5 median beginning directly behind the statue and continuing east to the end of Section 3. A dedication ceremony for the angel statue has been scheduled for October 14, 2020 at 10:00 a.m. at the site of the statue. In the case of inclement weather, the ceremony will be held at the cemetery pavilion. All donors were sent personal invitations. The local newspaper and television stations have been notified and will be in attendance to cover the event.

The ground penetrating radar work performed by Texas Cemetery Restoration is complete. The records for Plots 1 – 400 have been entered electronically. I am now in the process of compiling three lists – 1) List of those plots with no activity in 100 years or more; 2) List of those plots with no activity in 100 years or less; 3) List of plots with no owner of record. I will be meeting with the city attorney to develop the reversion process through the Bryan County District Court. I expect to provide final results of this project at the November 10, 2020 council meeting.

Interior renovations to the cemetery chapel are complete. The chapel is once again available for use. I am waiting for notification from the roofing company as to when the roof replacement will begin. This should be a one-day project. All local funeral homes will receive notice in advance of the work being done to avoid any scheduling conflicts.

BIDS -

There were two bids advertised in September 2020.

Ron Cross Senior Activity Center – Closed September 30, 2020, Awarded October 5, 2020.

Website Development Services – Economic Development – Closed October 8, 2020.

BOARD SECRETARY -

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

Durant City Council;

Durant City Utility Authority;

Durant Airport Authority;

Durant Community Facilities Authority.

CITY OF DURANT MUNICIPAL COURT

[illegible]

DISMISSED CASES

[illegible]

2020 GRAVE OPENINGS/CLOSINGS
HIGHLAND CEMETERY

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT*	NOV	DEC
16												
15												
14												
13												
12												
11												
10												
9												
8												
7												
6												
5												
4												
3												
2												
1												

CASKET
CREMAINS

*Through October 7, 2020

2020 CEMETERY SALES
HIGHLAND CEMETERY

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	*OCT	NOV	DEC
15											
14											
13											
12											
11											
10											
9											
8											
7											
6											
5											
4											
3											
2											
1											

*Through October 7, 2020

2020 CEMETERY PRIVATE SALES
HIGHLAND CEMETERY

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	*OCT	NOV	DEC
12												
11												
10												
9												
8												
7												
6												
5												
4												
3												
2												
1												

*Through October 7, 2020



The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From:

Re: City Manager Monthly Report - September 2020

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
City Manager Monthly Report - September 2020	Cover Memo	10/2/2020



DURANT
OKLAHOMA.

CITY OF DURANT

Office of the City Manager

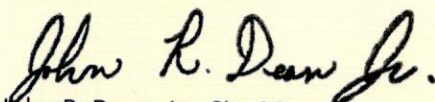
October 02, 2020

Mayor Grube and members of the City Council:

September, 2020 City Manager Monthly Report

- Attended DTEDA meetings.
- Attended Chamber of Commerce meeting.
- Attended Imagine Durant meeting.
- Attended DCFA meeting.
- Attended DIA meeting.
- Approved Street mill and overlay improvements complete. Minor portions of the project continue.
- Continued work on items at the Airport. Interim Airport Manager hired.
- Met with Oklahoma Aeronautical Commission representatives (OAC) regarding Eaker Field.
- Met with Commissioner Boyer regarding a number of items.
- Met with Imagine Durant Executive Director regarding several items.
- Met with Shane Knight regarding the Senior Center project.
 - Bid received on the project at projected cost.
 - Goes to DCFA for consideration on 10/6/2020.
- Continued to meet with Vyve representatives regarding establishing the local government channel.
- Received final payment of Cares Act funding.
- Working on approved items and projects for the use of Cares Act funding.
- Developed a solution along with the Main Street Director for solid waste collection on Lost Street.
- Continued work on Business License information. Letters prepared to be sent.
- Virtually attended the International City Management Association conference.
- Received and opened bids for the water tower rehab at 13th and Arkansas.
- Opened bids for the AMI project.
- Met with Imagine Durant Executive Director, Chamber Director, and Main Street Director regarding downtown improvements.
- Met with Brandon Wall and Marty Cook regarding PW projects.
- Drafted and sent a letter to the DTEDA Chairman regarding the City administrative support.
- Inspected park improvements associated with a grant for Carl Albert Park.
- Toured areas of the City with the Code Enforcement Officers.
- Worked on IAFF issues.

Respectfully Submitted,


John R. Dean, Jr., City Manager



The City of Durant

Office of Community Development

Memorandum

Date: 10/1/2020
To: Mayor and City Council
From: Danielle Barker, Community Development Director
Re: Community Development Monthly Report - September 2020

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

- A Planning Commission meeting was held where two cases will be heard by City Council at their regular meeting in October. One of the cases involve a final plat and the other is an ordinance change. There is at least one case planned for the October Planning Commission meeting. There are several other cases that are in various stages of being prepared for Planning Commission and City Council.
- Staff is working to schedule a joint Planning Commission and City Council meeting in October to discuss various projects including the Comprehensive Plan.
- The first Regional Planning Commission meeting was held this month, and was a great introductory meeting for the group. The second meeting is expected to take place in October. A regular meeting was set up for the Commission during their first meeting.
- The Board of Adjustment heard two cases in the month of September. One of the cases requested a variance from a size of a sign, while the other requested a variance from a front setback. There is a case scheduled for the month of October where the applicant is requesting a variance from the monument sign ordinance.
- Staff met with several citizens and developers to discuss various projects and/or issues they may have.
- New Community Development Staff members started on or around September 1. We have been training and working on a lot of different items to help the department improve on all aspects.
- Staff examined and helped with various code enforcement concerns.
- Staff implemented the noise permit to match the noise ordinance.
- Staff remains examining and working through some ordinance issues that we are facing.
- Staff is working to help train and get everyone up to speed while working to streamline some processes

and making things work better for both citizens and staff.

Council Information / Action Requested

No Action Required

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

No Follow-up Required

ATTACHMENTS:

Description	Type	Upload Date
Community Development Monthly Report - September 2020	Cover Memo	10/7/2020



The City of Durant

Office of Community Development

Monthly Activity Report, September 2020

1. Inspections	
Building	32
Electrical	47
Mechanical	21
Plumbing	33
Other	4
Drainage Issues	3
TOTAL	140

2. Code Enforcement	
Other Contacts Made	21
Grass & Weeds	34
Junk Vehicles	4
Junk Appliances	2
Dilapidated Structures	4
Trash & Debris	37
Trees & Shrubs	31
Other	9
Notices Posted	14
Condemned	0
TOTAL	142

3. New Construction	
SFR	0
MFR	0
Commercial	2
Industrial	0
TOTAL	2

4. Permits Issued	
Building	8
Electrical	11
Plumbing	11
Mechanical	3
Floodplain	1
TOTAL	34

5. Public Hearings	
Board of Adjustment	2
Planning Commission	6
City Council	1
TOTAL	9

6. Letters Mailed	
Code Enforcement	94
Public Hearings	25
Other	0
TOTAL	119

7. GIS / Mapping	
Maps Printed	67
911 Addresses Requested	29
TOTAL	96

8. Licenses Issued	
Electrical	1
Plumbing	1
Mechanical	0
Roofing	0
TOTAL	2

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 9/01/2020 THRU 9/30/2020
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION
031049	9/01/2020	BARNETT, SPENCER W	401 S 9TH AVE	OWNER	NEW COMMERCIAL
031050	9/01/2020	R&R SIGNS	2828 UNIVERSITY BLVD 116	OWNER	NEW SIGN PERMIT
031052	9/02/2020	SIGN DEPOT	372 BRYAN DR 108	OWNER	NEW SIGN PERMIT
031053	9/03/2020	R & R SIGNS	2131 W MAIN ST	OWNER	NEW SIGN PERMIT
031054	9/03/2020	CAPSEAL ROOFING SOLUTIONS	801 N 9TH AVE	OWNER	ROOF PERMIT
031056	9/03/2020	TUCKER PLUMBING CO	901 WASHINGTON	OWNER	PLUMBING PERMIT (GAS)
031057	9/03/2020	PLYLER CONSTRUCTION CO	120 W UNIVERSITY	OWNER	PLUMBING PERMIT (GAS)
031059	9/04/2020	DINSMORE ELECTRIC	3210 GREENBRIAR ST	OWNER	NEW METER PERMIT
031061	9/04/2020	STOWERS, HARRELL WADE	2525 MONTEREY LN	OWNER	NEW ELECTRIC METER PERMIT
031062	9/09/2020	SIGN DEPOT	2121 W MAIN	OWNER	NEW SIGN PERMIT
031063	9/10/2020	FARRIS ELECTRIC & MECHANICA	4410 W MAIN	OWNER	NEW ELECTRIC PERMIT
031064	9/10/2020	FARRIS ELECTRIC & MECHANICA	4410 W MAIN	OWNER	NEW MECHANICAL PERMIT
031065	9/10/2020	TUCKER PLUMBING CO	907 N 10TH AVE	OWNER	PLUMBING PERMIT
031068	9/11/2020	CHRIS PEARSON ELECTRIC LLC	2105 W ARKANSAS C & D	OWNER	NEW ELECTRIC PERMIT
031069	9/11/2020	THE SIGN DEPOT	3008 UNIVERSITY	OWNER	NEW SIGN PERMIT
031070	9/14/2020	FARRIS ELECTRIC & MECHANICA	1011 FOUR SEASONS DR	OWNER	ELECTRIC ALTERATION PERMIT
031071	9/14/2020	ALTOMIVAUAO, CELIFLORA	304 GATES H 22	OWNER	ELECTRIC METER PERMIT
031072	9/14/2020	SIGN DEPOT	324 N 1ST	OWNER	SIGN ALTERATION PERMIT
031073	9/15/2020	SIGN DEPOT	311 UNIVERSITY BLVD	OWNER	SIGN ALTERATION PERMIT
031074	9/15/2020	SIGN DEPOT	4310 INDUSTRIAL DR	OWNER	SIGN ALTERATION PERMIT
031076	9/16/2020	BRYANT, ANNIE	924 W ELM ST	OWNER	STORAGE SHED PERMIT
031077	9/16/2020	TUCKER PLUMBING CO	301 N 11TH AVE	OWNER	GAS RELEASE PERMIT
031080	9/16/2020	BLACKBURN PLUMBING	230 S 22ND	OWNER	GAS RELEASE PERMIT
031084	9/16/2020	MENESES, GUILLERMO	1701 MASON ST #2	OWNER	METER RELEASE

10/07/2020 5:10 PM

PROJECT VALUATION AND FEE REPORT

1

PROJECTS: 0 -ZZZZZZZZZZ

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

ISSUED DATES: 9/01/2020 THRU 9/30/2020

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

STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	
031085	9/17/2020	K & M CAPITAL EQUIPMENT	1215 S 9TH	OWNER	COMMERCIAL REMODEL PERMIT	I
031086	9/18/2020	SIGN DEPOT	2813 W UNIVERSITY	OWNER	NEW SIGN PERMIT	I
031087	9/18/2020	CRAWFORD ELECTRIC	107 N 3RD AVE	OWNER	NEW ELECTRIC PERMIT	I
031088	9/21/2020	SIGN DEPOT	910 W EVERGREEN ST	OWNER	SIGN ALTERATION PERMIT	I
031089	9/22/2020	JON, PIERCE	310 W MAIN	OWNER	NEW SIGN PERMIT	I
031090	9/22/2020	THOMAS, JESSE	501 S 9TH	OWNER	ROOF PERMIT	I
031091	9/23/2020	MID PLAINS CONSTRUCTION	2912 ENTERPRISE BLVD	OWNER	NEW COMMERCIAL ACCESSORY BL	I
031092	9/23/2020	SIGN DEPOT	423 MAIN	OWNER	NEW SIGN PERMIT	I
031093	9/23/2020	SHORES, WILLIAM J	405 S 5TH	OWNER	PLUMBING ALTERATION PERMIT	I
031095	9/24/2020	LAMBERT, JOE	101 W LOUISIANA ST	OWNER	NEW MECHANICAL PERMIT	I
031097	9/24/2020	BOYER, SHAWN	101 W LOUISIANA ST	OWNER	NEW ELECTRIC PERMIT	I
031098	9/24/2020	ANNA MAYFIELD ROOFING	118 N 11TH	OWNER	ROOF PERMIT	I
031099	9/24/2020	WILKEY PLUMBING	101 W LOUISIANA ST	OWNER	NEW PLUMBING PERMIT	I
031100	9/25/2020	SIGN DEPOT	141 W MAIN ST	OWNER	NEW SIGN PERMIT	I
031101	9/25/2020	BARNETT, SPENCER W	401 S 9TH AVE	OWNER	NEW COMMERCIAL	I
031102	9/25/2020	RAPID HEAT & AIR	401 S 9TH AVE	OWNER	NEW MECHANICAL PERMIT	I
031103	9/25/2020	CRAWFORD ELECTRIC	401 S 9TH AVE	OWNER	NEW ELECTRIC PERMIT	I
031104	9/25/2020	WILKEY PLUMBING	401 S 9TH AVE	OWNER	NEW PLUMBING PERMIT	I
31106	9/25/2020	NELSON, WILLIAM	227 RADIO RD	OWNER	COMMERCIAL ALTERATION PERMI	I
31107	9/25/2020	SANCHEZ, RAYMUNDO	121 W ALABAMA	OWNER	ACCESSORY PERMIT	I
31108	9/28/2020	B & H CONSTRUCTION	1241 WACO ST	OWNER	PLUMBING ALTERATION PERMIT	I
31109	9/28/2020	B & H CONSTRUCTION	1226 DENISON ST	OWNER	PLUMBING ALTERATION PERMIT	I
31111	9/29/2020	DOWDY, GEORGE	423 W MAIN	OWNER	NEW SIGN PERMIT	I
31112	9/29/2020	DOWDY, GEORGE	423 W MAIN	OWNER	NEW SIGN PERMIT	I

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 9/01/2020 THRU 9/30/2020
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	
031114	9/29/2020	VANZETTEN, JOSH	2001 TIMBERLINE DR	OWNER	ACCESSORY BUILDING PERMIT	1
031115	9/29/2020	VANZETTEN, JOSH	2001 TIMBERLINE DR	OWNER	NEW ELECTRIC PERMIT	1
031116	9/30/2020	INNOVATIVE PLUMBING	107 N 3RD AVE	OWNER	PLUMBING ALTERATION PERMIT	1
031118	9/30/2020	TUCKER, MARTIN B	308 MOCKINGBIRD	OWNER	ACCESSORY BLDG. PERMIT	1

*** TOTALS *** NUMBER OF PROJECTS: 52 VALUATION: 143,192.02 FEES: 2

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 9/01/2020 THRU 9/30/2020
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLDG - NEW BUILDING PERMIT	27	143,170.02	5,358.00
ELEC - NEW ELECTRIC PERMIT	11	9.00	3,409.00
FPM - FLOOD PLAIN MANAGEMENT	1	0.00	100.00
MECH - NEW MECHANICAL PERMIT	3	3.00	12,987.00
PLUMB - NEW PLUMBING PERMIT	10	10.00	1,100.00
*** TOTALS ***	52	143,192.02	22,954.00

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 9/01/2020 THRU 9/30/2020
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	
BLANK - *BLANK*	1	1	0.00	
ACCS - SIGNS/ACCESSORY STRUCTURES	18	18	132,363.02	2
C - COMMERCIAL	12	12	2,811.00	15
CA - COMMERCIAL ALTERATION	4	4	8,003.00	
ROOF - ROOFING PERMIT	2	2	2.00	
SFR - SINGLE FAMILY RESIDENTIAL	12	12	11.00	
SFRA - SINGLE FAMILY RESIDENTIAL ALTERATION	2	2	1.00	
TFRA - TWO FAMILY RESIDENTIAL ALTERATION	1	1	1.00	
*** TOTALS ***	52	52	143,192.02	22

SELECTION CRITERIA

REPORT SELECTION

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

PROJECT DATES

APPLIED RANGE FROM: 00/00/0000 THROUGH 99/99/9999
ISSUED RANGE FROM: 09/01/2020 THROUGH 09/30/2020
USE SEGMENT DATES: NO
EXPIRE RANGE FROM: 00/00/0000 THROUGH 99/99/9999
USE SEGMENT DATES: NO

PRINT OPTIONS

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

*** END OF REPORT ***

City of Durant

Community Development

Daily Code Enforcement Log

September 2020

	Location/Address	Inspection Type	Abr	Initials
1	221 S 12th	CV	TS	SJ
2	404 S 12th	CV	TD	SJ
3	501 S 12th	CV	TS	SJ
4	502 S 12th	CV	TS	SJ
5	515 S 12th	CV	TS	SJ
6	613 S 12th	CV	TS	SJ
7	619 S 12th	CV	TS	SJ
8		Typed Letters		SJ
9		Mail Letters		SJ
10		Checked Demo's		SJ
11	1020 W Main	CV	JV/Sign	SJ
12	1512 W Loisiana	Condemmed	D	SJ
13	43 Mulberry	CV	WG	SJ
14	633 S 3rd	Complaint	Sewer	SJ
15	1014 W Evergreen	CV	TD	SJ
16	1633 W Evergreen	CV	TS	SJ
17	1705 W Evergreen	CV	Trailer/MC	SJ
18	1910 W Evergreen	CV	Trailer/MC	SJ
19	2018 W Evergreen	CV	Trailer/MC	SJ
20		Post Letters		SJ
21	322 S 22nd	CV	GW	SJ
22	303 S 13th	CV	TD	SJ
23	1124 University	CV	CTA	SJ
24	10 E Alabama	Update	D	SJ
25	1516 Remington Circle	CV/Complaint	GW	SJ
26	5218 Kimberly	CV/	TD	SJ
27	Durant Main St	Directional Signs		SJ
28	1408 Byers St	Check Abatement	WG	SJ
29		Pick Up Signs		SJ
30	1410 Corinne Dr	Blocking Ally Complaint	MC	SJ
31		Itinerant Merchant	MC	SJ
32	225 S 15th	Assist PD	Homeless	SJ
33	910 NE 2nd	Usecdured Structure	D/TD/JA	SJ
34	1011 W Main	Complaint CV	TD	SJ
35	818 S 3rd	Complaint/CV	Limbs	SJ
36	3625 Rock Bluff	Compalint/CV	GW	SJ
37	201 E Arkansas	Complaint/City Prop	GW	SJ
38	2119 W Main	CV	GW/TD	SJ
39	507 N 10th	CV	TD/Chicken	SJ
40		Check Abatement's		SJ
41	911 N 11th	CV	JV	SJ
42	601 N 5th	Foloow Up On Condeemed	D	SJ
43	507 N th	CV	GW	SJ
44	815 N 7th	CV	TD	SJ
45	724 Willow	CV	TD	SJ
46	812 N 10th	CV	GW/TD	SJ
47	524 N 10th	CV	TD	SJ
48	220 N 10th	CV	Limbs	SJ
49	320 N 9th	CV	GW/Limbs	SJ
50	816 W Cedar	CV	TD/ GW	SJ
51	817 W Cedar	CV	TD	SJ
52	724 W Cedar	CV	TD	SJ
53	716 W Cedar	CV	JA	SJ
54	719 W cedar	CV	GW	SJ
55	712 W Cedar	CV	GW	SJ
56	723 W Cedar	CV	TD	SJ
57	312 N 8th	CV	GW	SJ
58	310 N 8th	CV	Limbs	SJ
59	619 N 5th	CV	Limbs	SJ
60	715 N 5th	CV	TD	SJ
61	721 N 5th	CV	TD	SJ

62	813 N 5th	CV	TD	SJ
63	918 N 5th	CV	TD	SJ
64	1201 N 5th	CV	Limbs	SJ
65	106 W Popular	CV	TD	SJ
66		Court		SJ
67	Wilson St	No Silt Fence		SJ
68		Prepared Letters		SJ
69		Typed & Mailed letters		SJ
70	224 N 15th	Possible CV	Pool	SJ
71	512 N 19th	CV	TD/GW	SJ
72	1412 Corinne Dr	CV	TD	SJ
73	1413 Wendell	CV	WG/TD	SJ
74	Wendell & Corinne	Courtesy letters Alley	WG/TS	SJ
75	1811 W Evergreen	CV	TD	SJ
76	1810 W Evergreen	CV	TD/MC	SJ
77	1705 W Evergreen	CV Trailer in front	Trailer	SJ
78	602W Beech	CV	TD/MC	SJ
79		Posted Lettrs (50)		SJ
80		Ride Around With John		SJ
81	1020 W Main	48 Hr Notice	JV/MC	SJ
82	910 NE 2nd	Follow Up	D/MC	SJ
83	3508 Pearl	Out To Abatement	TD	SJ
84	3600 Pearl	CV/ Left Door Hanger	GW	SJ
85	3611 Pearl	CV/ Left Door Hanger	TD	SJ
86	715 N 5th	CV/Follow Up	TD	SJ
87	1707 S 9th	Pics For Court		SJ
88		Court		SJ
89	1516 Remington Circle	Follow Up	GW	SJ
90	911 N 11th	Follow Up	JV	SJ
91	311 N 4th	Follow Up For Sanitation	TD	SJ
92	1817 W Main	Assist PD	D/TD/MC	SJ
93	516 S 13th	Assist PD	D/MC	SJ
94	422 S 7th	Assist PD	Living in Trailer	SJ
95	609 S 12th	Assist PD	Living in Trailer	SJ
96	1512 W Louisiana	Complaint	GW/TD/JV	SJ
97	801 S 15th	CV	Pool No Fence	SJ
98	518 NE 4th	PD Assisted/Stealing Water	MC	SJ
99	1419 Dallas	CV	TD	SJ
100	1015 W Beech	Contacted owner	TD/MC	SJ
101	1913 Oak Hill	Complaint	GW	SJ
102	1110 W Evergreen	CV	GW	SJ
103		Car vs. Building		SJ
104		Pick Up Signs		SJ
105		Check Abatements for Court		SJ
106		Nuicance Court		SJ
107	3717 John Junction	Street Nuicance	Silt Fence	SJ
108	Wilson St	Street Nuicance	Silt Fence	SJ
109	KTC	CV	Sign	SJ
110	214 W Cedar	CV	Limbs/MC	SJ
111	519 N 3rd	Complaint	TD	SJ
112		Typed & Mailed Letters		SJ
113	801 N Mulberry	Complaint	TS	SJ
114	3625 Rockbluff	Complaint	Water Leak	SJ
115	403 S 5th	Follow Up	D	SJ
116	1407 W Arkansas	Follow Up	D	SJ
117	Wilson St	Complaint? Silt Fence	MC	SJ
118	3501 W. Arkansas	Weeds, Limbs, Debris, Cats	Took pics, research owner adress	GA
119			Meeting about procedures	GA
120	704 W Tennessee	Condemned address	Took pictures	GA
121	207 W Texas	Condemned address	Took pictures	GA
122				GA
123	Multiple	multiple	Notices posted	GA
124	Pertaining to benches in alley	signs	research	GA
125	Check addresses	multiple		GA
126	Take upstairs			GA
127	multiple	Multiple	pictures	GA

128	622 S 9th		Assist Marc/learn procedure	GA
129	Pool Hall on Main	Meet with poss new owner	Assist/learn procedure	GA
130	1001 N 5th	Gravel drive/shop building	Pictures/investigate	GA
131	3210 Greenbriar	Inspection	w/Marc -Learn procedure	GA
132	1013 Westgate	as above	as above	GA
133	1011 Four Seasons	As Above	As Above	GA
134	1526 Remington West Circle	grass and weeds	Pictures	GA
135	1001 N 5th		Check for activity	GA
136	225 S 15th	Unsafe		GA
137	902 NE 2nd	Unsecure/unsafe		GA
138	519 Arkansas	trash and debris	Drive by	GA
139	818 S 3rd	L&B T&D	Drive by	GA
140	Ally between Live Oak and Locust, 9th&10th	Trees and brush, not cleared	Drive by, check out	GA
141	802/806 Willow	grass clippings in road	Posted notice of violation on door	GA
142	611 9th	Fail to maintain Alley	identify/record address	GA
143	623 9th	as above	as above	GA
144	624 10th	as above	as above	GA
145	616 10th	as above	as above	GA
146	922 Live Oak	as above	as above	GA
147	918 Live Oak	as above	as above	GA
148	609 9th	as above	as above	GA
149	601 9th	as above	as above	GA
150	1125 Oak Ridge	G&W	OA	GA
151	900 block N 9th	JV	OA	GA
152	507 N 10th	nuisance chickens	Drive by/check	GA
153	215 S 13th	G&W, L&B	Check out	GA
154	219 N 7th	Parking in yard	Posted notice of violation on door	GA
155	1116 Hill st	L&B, T&D	Check on/Drive by	GA
156	1108 Hill st	T&D	Check on/drive by	GA
157	Prepare and mail letters		Letters/notices sent	GA
158	10 E Alabama	Travel trailer residence	Trailer has been removed	GA
159	1817 W Main	T&D	Drive by -maybe back yard , will check	GA
160	915 W Liveoak	G&W, T&D	Checked, yes on both	GA
161	3108 Butlan Circle	Pool - no fence	Checked - it is fenced	GA
162	1516 Remington West Circle	T&D, L&B	Checked on	GA
163	80 S 15th	Pool - No fence	Checked on	GA
164	1124 12th st	Grass in road	OA	GA
165	1008 Meadowlark Ln	G&W,	Checked on	GA
166	1021 W Cedar	Poly cart left out	OA	GA
167	Alley N 9th &10th		Take pictures	GA
168	507 N 10th	Nuisance chickens	Take pictures	GA
169	815 N 11th	T&D	OA	GA
170	3600 Pearl	G&W	Check/investigate	GA
171	3701 Pearl	G&W, T&D	Check on/drive by	GA
172	918 N 5th	L&B, T&D	OA	GA
173	422 S 7th	T&D, Possible camper residence	Check /investigate	GA

174	1503 N 10th	Dilapidated house	Check on -need to condemn	GA
175	1508 N 10th	T&D,JV, Boat/trailer	Check on - drive by	GA
176	1817 W Main	Assist PD	Condemn house	GA
177	516 S 13th	Assist PD	Condemn house	GA
178	422 S 7th	Assist PD	person living in travel trailer	GA
179	609 S 12th	Assist PD	person living in rv	GA
180	404 S 12th	No water	notified resident - recheck Monday, Tues.	GA
181	13th & Mississippi	Trailer parked on road	owner will move today	GA
182	510 Mississippi	basketball hoop on street edge	Owner will move today	GA
183	1st & Locust SE corner	G&W, JV, debri	Owner will take care of	GA
184	617 W Arkansas	G&W	Resident will mow	GA
185	Alley N 9th & 10th	Alley maint.	Informational meeting	GA
186	1219 N 5th	Illegal dumping	Warned	GA
187	Market Square	Food piled outside	Unfounded	GA
188	516 S 2nd	G&W	Drive by	GA
189	624 S 3rd	T&D, G&W	Drive by	GA
190	812 N 4th	T&D	Drive by	GA
191	416 S 4th	T&D,G&W	Drive by	GA
192	418 S 4th	T&D	Drive by	GA
193	201 S 5th	T&D	Drive by	GA
194	207 S 5th	T&D,L&B	Drive by	GA
195	223 S 5th	T&D	Drive by	GA
196	525 W Texas	G&W	Drive by	GA
197	528 W Louisiana	G&W,T&D,L&B	Drive by	GA
198	514 W Alabama	L&B	Drive by	GA
199	418 S 6th	T&D	Drive by	GA
200	416 S 6th	T&D	Drive by	GA
201	201 Louisiana	T&D	Drive by	GA
202	209 Louisiana	T&D	Drive by	GA
203	724 W Evergreen	G&W	Drive by	GA
204	323 N 2nd	CV, LB, TD	Left door hanger	GA



The City of Durant

Durant Industrial Authority

Memorandum

Date: 10/6/2020
To: Mayor and City Council
From: Lisa Taylor, Economic Development Director
Re: Economic Development Monthly Report - September 2020

Council Information / Action Requested

Information only.

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

None.

ATTACHMENTS:

Description	Type	Upload Date
Economic Development Report	Cover Memo	10/7/2020

Monthly Economic Development Report

September 2020

To: Mayor and Council Members

From: Lisa Taylor, Director

Date: October 2, 2020

Business Retention & Expansion Services: I have conducted several meetings with individual business representatives as well as three site visits. During these visits, I have learned about expansion plans for two different companies. One expansion started earlier this month, and the other expansion will take place within two years. The two year project may require some assistance/ incentives to keep them in Durant. More information will be provided as permission is given to share.

Projects: Information has been shared with a prospect for the West Industrial Park. We are currently awaiting information back from the prospect to share with OK Department of Commerce.

Retail Development: The City of Durant has hired Retail Strategies to conduct retail recruitment activities. The first ninety days are being spent gathering information about available property, demographics, and developing our profile.

Recruitment Efforts: Durant received one RFI during the month of September, and a proposal for the 93 acre property on McLean was submitted on October 1. However, we have generated two prospects. Oklahoma Department of Commerce has been notified.

Real Estate Committee: The committee met to discuss DIA owned property, and property that may be considered for purchase in the future.

Other activity: I visited with local business owners, and provided guidance related to business resources. The next Economic Development Council Meeting will take place at City Hall on October 12, 2020 at 4 p.m. Guest speaker will be Michael Southard, Sr. Economic Development Director, Choctaw Nation of Oklahoma. DIA members are encouraged to attend the meeting.



The City of Durant

Durant/Bryan County Emergency Management

Memorandum

Date:

To: Mayor and City Council

From: Kenneth Eppler, Emergency Management Director

Re: Emergency Management Monthly Report - September 2020

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Emergency Management Monthly Report September 2020	Cover Memo	10/1/2020



TO: Mayor, City Council

FROM: Kenneth Eppler, Emergency Management Director

DATE: September 30, 2020

SUBJECT: Monthly Report for September 2020

I will file for the final \$10,000 payment of the 2020 EMPG by October 10th

September 1- Opened Cardinal water tower for Rise. Met with OSDH Local Emergency Response Coordinator and OSDH Planner for this area.

September 2- Opened Cardinal water tower for Rise.

September 3- Responded Participated in COVID-19 Task Force Meeting. Conducted monthly outdoor warning siren test. All Durant sirens were operational.

September 8- Skype meeting with OSDH for planning drive-thru flu vaccination. Attended City Council meeting.

September 9- Performed monthly IPAWS test. Delivered PPE to the library.

September 10- Participated in COVID-19 Task Force meeting. Attended post-agenda meeting. Met with SOSU and OSDH via Skype to discuss flu vaccination drive-thru.

September 14- Prepare and upload Council Resolution for adoption of the 2020-2021 Bryan County Emergency Operations Plan (EOP). Participated in a Skype meeting with OSDH and SOSU regarding planning for the influenza vaccination drive-thru.

September 15- Attended a walk-thru for the influenza drive-thru at the VPAC at SOSU.

September 17- Participated in COVID-19 Task Force meeting.

September 22- Installed coax connector for radio in new truck for City Garage. Worked on COVID-19 After Action report for OEM. Developed communication plan for the influenza drive-thru on the 24th.

September 23- Deputy Director and Safety Coordinator presented Driver Safety Class to all Solid Waste drivers at 0530. Final planning Skype meeting for drive-thru influenza vaccination.

September 24- Participated in influenza vaccination drive-thru as Logistics Section Chief 0700-1630. ~600 vaccinations administered.

September 25- Worked on Q4 EMPG closeout.

September 27- Sunday, 2045 EOC activated for Severe Weather.

September 28- Opened Cardinal tower for Rise. Removed VHF/800 mhz crossband repeater from McLean tower site. Solicited bids for electrical work at the DREOC.

September 29- Met with concrete contractor to get quote for pad for the new generator at the EOC.

September 30- Met with electrical contractor to get quote for completing electrical installation in the training room and install transfer switch for the new generator at the DREOC.

Kenneth Eppler, Director



The City of Durant

Office of City Treasurer

Memorandum

Date: 10/5/2019
To: Mayor and City Council
From: An-chen Lai, Finance Director/Treasurer
Re: Financial Statements and Sales Tax Breakdown-August 2020

Attached are the following statements:

August 2020

General Fund

Capital Improvement Fund

Durant City Utilities Authority Fund

AND

September 2020 Sales Tax Breakdown

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
August 2020 General Fund	Cover Memo	10/5/2020
August 2020 Capital Improvements	Cover Memo	10/5/2020
August 2020 Durant City Utilities Authority	Cover Memo	10/5/2020
September 2020 Sales Tax Report	Cover Memo	10/5/2020

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
AUGUST 2020 -16.67% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY20/21 Budget	% of Budget Y-T-D
Sales Tax (2%)	742,537	1,495,446	7,548,000	19.81%
Use Tax	185,837	354,830	1,600,000	22.18%
Alcoholic Beverage Tax	15,328	33,889	152,204	22.27%
Tobacco Excise Tax	15,727	31,284	150,000	20.86%
Telephone Franchise Tax	6	189	15,000	1.26%
Electric Service Franchise Tax	103,932	183,466	850,000	21.58%
Natural Gas Franchise Tax	6,688	9,812	60,000	16.35%
Cable TV Service Franchise Tax			71,000	0.00%
Vehicle Tax	13,160	23,012	125,000	18.41%
Gasoline Excise Tax	2,782	17,550	35,000	50.14%
Licenses - All Types	4,165	29,440	51,500	57.17%
Permits - All Types	20,971	41,800	214,700	19.47%
Swimming Pool Revenues	5,510	20,469	45,000	45.49%
Library Café Revenues			2,500	0.00%
Charges For Services	1,586	1,694	18,000	9.41%
Police Bonds & Fines	41,254	84,931	337,650	25.15%
Interest Earnings	1,417	2,674	28,000	9.55%
Grant Revenues		22,367	103,500	21.61%
Miscellaneous Revenues	18,261	29,496	139,198	21.19%
Sub-Total Revenues	1,179,161	2,382,349	11,546,252	20.63%
Transfer from Emp Insurance				
Transfer from Utility Authority	396,322	792,643	4,755,859	16.67%
	396,322	792,643	4,755,859	16.67%

USE OF FUND BALANCE

			1,400,000	
Total Revenues & Other Financing Sources	1,575,482	3,174,992	17,702,111	17.94%

Department:	This Period	Year-To-Date	Current FY20/21 Budget	% of Budget Y-T-D
City Administration	40,972	80,263	649,948	12.35%
City Clerk	6,852	12,437	99,301	12.52%
City Treasurer	29,355	61,024	320,970	19.01%
Legal Services - Attorney			100,000	0.00%
Law Enforcement - Police Dept	430,673	839,042	5,526,635	15.18%
Animal Control	10,472	18,752	117,061	16.02%
Fire Dept	269,537	551,868	3,481,519	15.85%
Parks, Rec & General Services	56,726	150,751	961,923	15.67%
Swimming Pool	34,960	70,337	121,139	58.06%
Municipal Court	9,404	43,570	149,146	29.21%
Community Development	36,679	90,037	560,875	16.05%
Public Library	54,615	104,012	667,133	15.59%
Street Department	94,281	173,924	1,638,663	10.61%
Economic Development	59,785	68,229	202,753	33.65%
Civil Emergency Management	18,502	31,953	333,086	9.59%
General Government	61,755	132,297	1,067,045	12.40%
City Garage	24,506	50,570	341,102	14.83%
Senior Citizens Center	803	1,107	72,600	1.52%
Sub-Total Operating Expenditures	1,239,878	2,480,174	16,410,897	15.11%

Other Financing Uses:

P. TRSF to I.T. service Fund				
Transfer to Insurance Cash Fund		193,438	182,875	105.78%
Transfer to Airport Authority	8,336	16,673	100,036	16.67%
Transfer to 911 Tax Fund	44,539	89,079	534,473	16.67%
Transfer to DMSC Fund		30,261	363,128	8.33%
Transfer to Capital Impr. Fund				
Transfer to Cemetery Operations Fund	39,486	48,711	110,702	44.00%
Sub-Total Transfers Out	92,362	378,161	1,291,214	29.29%

Total Expenditures & Other Financing Sources	1,332,240	2,858,335	17,702,111	16.15%
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Net Gain / (Loss) - Excluding Balance Forward	243,243	316,657	(0)	
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City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report AUGUST 31 2020

Revenue Type:	This Period	Year-To-Date	Current FY20/21 Budget
Interest Earnings	725	1,339	10,000
Miscellaneous	-	975	-
CCPF Donation	-	-	200,000
FAA Grant	-	-	22,500
ODOT Streetscape V Grant	-	-	-
Private Donation	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	-
OWBR Loan Proceeds	-	-	-
Grant-2019 BOR-WEEG	-	-	-
Grant-2018 BOR-SWEP	-	-	-
FEMA Special Project Grant-FD Truck	-	-	-
FY17 Land and Water Grant CA Park	-	-	-
OEM/911 MNGMNT AUTH GRANT	-	-	-
EDA 08-01-05284 WWTP IMP 69%	-	-	-
Choctaw WWTP IMP Contribution	-	-	-
Sub-Total Revenues	725	2,314	232,500
TRSF From General Fund	-	-	-
TRSF From 1% S.T. Rev. Fun	147,500	295,000	1,770,000
Transfer from DCFA Fund-MISC	-	-	-
Transfer from PD Drug Enforcement	-	-	-
Reimb. From DIA (Project)	-	-	-
Transfer from Utility Authority	16,667	33,333	200,000
Transfer from DCUA 2010 STRN	-	-	-
Transfer from DCUA 2012A STRN	-	-	-
Transfer from UA 2020 STRN 210-052	-	-	12,347,000
Transfer from 2020 CWSRF 210-053	-	-	-
Sub-Total Transfers In	164,167	328,333	14,317,000
Balance Forward from FY19 (Unaudited)			
Total Revenue & Other Financing Sources	164,892	330,647	14,549,500

Expenditure Type:	This Period	Year-To-Date	Current FY20/21 Budget
Law Enforcement - Police Dept	-	-	66,110
Animal Control	-	-	62,000
Communication Ctr.	-	-	60,000
Fire Dept	-	-	22,832
Parks, Rec, & Gen Services	44,529	45,103	-
Community Development	-	-	31,500
Street	-	245	527,500
Civil Emergency Management	-	-	80,000
General Government	29,059	67,118	488,458
Information Technology	-	-	50,000
City Garage	-	-	30,000
Senior Cityzens Center	8,000	8,000	-
Public Works Administration	-	-	-
Water / Sewer Line Maintenance	18,488	91,115	257,100
Water Treatment Plant	-	31,378	35,000
Wastewater Treatment Plant	9,560	9,560	27,000
Collection-Solid Waste	-	-	202,000
Disposal- Solid Waste	-	-	156,000
Eaker Field Airport	15,998	15,998	107,000
Sub-Total Expenditures	125,634	268,517	2,202,500
Sub-total of Transfer Expenses	-	-	-
Total Expenses	125,634	268,517	2,202,500
2020 U.S.S.T.R.N. Exp.	792,924	836,283	12,347,000
2020 CWSRF Exp.	63,083	63,083	-
Total Fund Expenditures	981,641	1,167,883	14,549,500

Net Gain / (Loss) - Excluding Balance Forward	(816,749)	(837,236)	-
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Durant City Utilities Authority Fund 405 - Unaudited

Monthly Revenue and Expense Report AUGUST 2020 - 16.67% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 20/21 Budget	% of Budget Y-T-I
Licenses and Permits	2,108	3,888	25,000	15.55%
Laboratory Test Performed	2,322	4,400	25,000	17.60%
Water Service - City-Wide	262,020	513,096	2,800,000	18.32%
Water Sales - RW Dist. #2	3,034	6,067	37,000	16.40%
Water Sales - RW Dist. #5	161,278	261,935	1,175,000	22.29%
Sewer Service Fees	218,698	439,882	2,625,000	16.76%
Sewer Excessive Strength Fees	-	-	-	0.00%
Sanitation Service Fees	267,060	536,054	3,100,000	17.29%
Sanitation - Roll off Bins Revenue	78,876	158,142	1,003,000	15.77%
Sanitation - Compactor Revenue	17,996	39,441	270,000	14.61%
Landfill Gate Fees (excluding Xfer ST.)	31,851	202,666	526,500	38.49%
Transfer Station Fees Revenue	2,655	79,690	435,000	18.32%
Interest Earnings	1,341	2,528	23,495	10.76%
Agri. Lease Revenue	-	-	2,600	0.00%
Late Payment Penalties	9,846	20,437	100,000	20.44%
Non Payment Fee	12,261	23,166	120,000	19.30%
Bad Debt Collect Fees Revenue	519	859	20,000	4.29%
Water Tower Lease	8,646	17,292	103,000	16.79%
DCUA Service Initiation Fee	2,500	5,200	28,000	18.57%
Tap Fees: Water & Sewer	38,402	38,402	150,000	25.60%
Recyclable Products SW Dis.	1,306	3,539	6,000	58.98%
Interest Earnings in 2007 USSTRN Proj. Acct.	28	68	-	0.00%
Miscellaneous Revenues	918	1,367	5,000	27.35%
Sub-Total Operating Revenues	1,123,664	2,358,116	12,579,595	18.75%
USE OF FUND BALANCE			510,000	
Total Revenues & Other Financing Sources	1,123,664	2,358,116	13,089,595	18.02%
Expense Type:	This Period	Year-To-Date	Current FY 20/21 Budget	
Public Works Administration	25,543	51,347	346,860	14.80%
Utility Billing	39,936	94,212	563,433	16.72%
Water/Sewer Line Maintenance	69,985	146,909	1,033,622	14.21%
Water Treatment Plant	100,660	192,699	1,156,351	16.66%
Wastewater Treatment Plant	83,515	163,164	910,358	17.92%
Solid Waste - Collections	63,267	164,752	1,070,061	15.40%
Utility General Administration	51,507	76,310	656,946	11.62%
Lake Durant	5,447	9,221	47,250	19.52%
Solid Waste - Disposals	72,663	242,639	1,704,154	14.24%
Sub-Total Operating Expenses	512,521	1,141,254	7,489,035	15.24%
Transfer to Insurance Cash Fund	-	139,467	139,467	100.00%
Transfer to I.T. service Fund 010	-	-	-	0.00%
Transfer to General Fund	396,322	792,643	4,755,859	16.67%
Transfer to Capital Improvement Fund	16,667	33,333	200,000	16.67%
Transfer 2007 USSTRN To CI Fund 015				
Transfer to Airport Authority	12,936	25,872	155,234	16.67%
Sub-Total Transfer Expenses	425,924	991,316	5,250,560	18.88%
Reserve - Contingency			150,000	
Reserve for Payroll			200,000	
DCUA Fund Expense & Transfer Totals:	425,924	991,316	5,600,560	
Total Fund Expenses & Transfers	938,446	2,132,570	13,089,595	16.29%
Net Gain / (Loss) - Excluding Balance Forward	185,218	225,547	0	

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (e	\$93,775.83
1/4% Multi-Sports Facilities (eff	\$93,775.83
1/4% SOSU Improvements (effe	\$93,775.83
1% Capital Improvements (effect	\$375,103.31
2% General Operations	\$750,206.62
5/8% DISD Improvements (effec	\$234,439.56
Total Sales Tax Rev. Sept. 2020	\$1,641,076.98



The City of Durant

Durant Fire Department

Memorandum

Date: 10/7/2020
To: Mayor and City Council
From: Roger Joines Fire Chief
Re: Fire Department Monthly Report - September 2020

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Fire Department Monthly Report	Cover Memo	10/7/2020



Durant Fire Department

Monthly Report

September 2020

Type of Response	Month	Year to Date	
	September	2020	2019
Fires & Fire Related Calls	15	138	114
Rescue (MVC's) & Medical Calls	27	558	1271
Hazardous Condition (No Fire)	12	66	44
Service Calls	1	31	34
Good Intent Calls	16	150	124
False Alarm & False Calls	14	91	68
	1	5	12
Total Responses	86	1039	1667

Type of Service Performed	Month	Year to Date	
	September	2020	2019
Permits	34	257	282
Inspections	45	406	416
Plans Review	20	143	169
Smoke Alarm Installed	0	5	10
Public Education	0	0	18
Fire Investigations	1	28	12
Pre-Fire Plans	0	5	22
Total Services	100	844	929

Comments :

Training for the Month of Sept. 2020

Week 1 - T-3 Driving Log time for multiple drivers/operators

Week 2 - Drivers completed the required skill verification check off for their Aerial Operator accreditation from OSU-FST

Week 3 - More T-3 driving log hours

Week 4 - High Rise & Standpipe Operations Review & Refresher

Week 5 - Review of Basic FF knots & Hoisting of Misc tools and equipment

FF Recruit Ruben Ramos is attending FF1 at OSU-FST

Multiple members attended the Southeast Regional Fire School held at KTC.

Working on details for new fire truck to be purchased with Bryan Co. Fire Tax Funds.

Three firefighters completed Emergency Medical Technician Training and received their National Certification.

Working with Choctaw Nation E.M. on hydrant testing in their area.



The City of Durant

Human Resources Department

Memorandum

Date: 10/7/2020
To: Mayor and City Council
From: Kari Jones, Human Resources Supervisor
Re: Human Resources Monthly Report - September 2020

Staffing info for September 2020:

8 Terminations (8 Full- time)
3 New Hires (3 Full-time)

225 Total Employees as of September 30th.
(211 Full-time, 4 Part-time, 10 Temporary)

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Human Resources Monthly Report - September 2020	Exhibit	10/7/2020



THE CITY OF DURANT

Administration/ Human Resources

Date: 10/07/2020

To: Mayor and City Council

From: Human Resources

Re: HR Report, September 2020

Staffing info for September 2020:

8 Terminations (8 Full- time)

3 New Hires (3 Full-time)

225 Total Employees as of September 30th.

(211 Full-time, 4 Part-time, 10 Temporary)



The City of Durant

Donald W. Reynolds Community Center and Library

Memorandum

Date: 10/1/2020
To: Mayor and City Council
From: Robbee Tonubbee Library Director
Re: Library Report - September 2020

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Library Monthly Report Sep 2020	Cover Memo	10/1/2020

Donald W Reynolds Community Center & Library

September 2020

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

Statistical Report

Attendance monthly total -----	<i>only 8 computers open & up to 30 in library to check out-----</i>	3,640
Attendance daily average -----		146
Circulation monthly (physical units)-----		4,162
Circulation average daily -----		166
Computer usage total -----		408
Computer users average daily-----	<i>only allowed 60 min max sessions-----</i>	16
Computer usage average time-----		30 min
Computer guest passes-----		
Computer guest passes average daily-----		
New Library card holders-----		98
Materials donated -----		885

(118 put in collection)

Interesting Statistics

Attendance: We have one entrance open, the west one, and are only allowing a limited amount of people in the library during the day. We have modified our hours to M-FR 9:00am to 6:00pm and SA 10:00am to 2:00pm. There are 8 computers open still and we've not had anyone who needed to wait to use a computer. The community center saw four events in September with one paying rental of the meeting room, a Webstaurant hiring event. The rooms inside the library are open to the public. Patrons must check in at the west desk to gain entrance into the library and all the tables and chairs are available for patrons who need to work on laptops or use the wifi. Areas are sanitized after use. The statistics do not include the traffic at the drive thru window. Many are requesting copies, faxing, and scanning to email through the window as well as picking up request/hold items.

Revenue: \$2114.55 for Sept. There were two payments for meeting rooms totaling \$375 (\$250 for the Webstaurant meeting and \$125 for a meeting on 10/2); \$300 in copies, \$200 in faxes, \$400 in fines, \$65 in notary charges, 6 out of county memberships for \$150, about \$163 in lost items, and almost \$400 from the coin op (copies & prints).

What's Happened

-The library began handing out the "take away" program bags after Labor Day. There were **111** bags given out to Early Childhood patrons (ages 2-4), **197** bags to School-Aged patrons (ages 5-12), and then **23** books given out to the teens for the book club this fall (ages 13+). This makes over **330** young patrons served in the month of September.

The "Very Hungry Reader" food program resumed evening meals (M-F from 4:00pm to 6:00pm) w/a total of **258** for September 14 – 30 (2.5 wks). This is an average of **20** meals per day.

- There was one paying event in the community center: a Webstaurant hiring event. There will be foster parent training in October and that payment will come in Nov/Dec and be reflected on that report. There were also court ordered mediations, literacy sessions 4-5 days per week, a Heritage Quilters meeting in the café area, a DHS Leadership meeting,

and a Southern Workforce Board meeting in the month. There were two events that cancelled due to COVID.

What's Coming Up

- The Program Director began the "take away" bags after Labor Day to help supplement due to the suspension of in person programming for kids after school. The scale is smaller, 60-70 bags per week, on two groups: school aged children and preschool children. There will also be a teen program that will focus on helping coordinate volunteer opportunities for the teens in the community as well as doing a book club. Projects like "Blankets for Shelter Pets" will help keep the teens engaged with their community while performing outreach in a time where they cannot volunteer in person. This program will be supported by the Friends of the Library & local businesses.
- The FOL's annual book sale has been cancelled for this year. They hope to be back with this event in 2021. We will decide in October as to whether or not their Holiday Craft Show will happen in early December. The Murder Mystery Dinner Theater may not happen in February as planning for it needs to happen in October through January. Local businesses usually donate for this program and this just won't be feasible for most businesses due to drops in revenue because of COVID.
- The library has been extended as an evening food site through 12/31/20. These meals and snacks are provided by the Oklahoma Food Bank program and are a part of the library's "Very Hungry Reader" program. The meals are picked up in the drive thru and are available from 4:00-6:00pm weekdays.

Projects

- The library will begin work on wrapping the west covered entrance to cover flaking paint. The wrap will have books on it and be a vinyl wrap designed for the "elements." The same company is also making more COVID shields for the library circulation area, intake table, and drive thru window.
- The library accepted the bid for new security cameras from Secure Oklahoma. Installation will be in early October. Funding will come from the library's building & maintenance fund.
- The library accepted the bid from Big A\$\$ Fans to install large, commercial fans in the black box theater to help with the increase of airflow. Installation will be in early October.
- The city will install new kiosks for bill payment and one will be inside the library, in the circulation area outside the computer lab entrance. This will be done in the next 1-2 months.

Library Promotion

Library Website – www.donaldwreynolds.okpls.org

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

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

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



The City of Durant

Durant Police Department

Memorandum

Date: 10/5/2020
To: Mayor and City Council
From: David Houser, Chief of Police
Re: Police Department Monthly Report - August 2020

See/Review Attached Report

Council Information / Action Requested

Information Only

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

None

ATTACHMENTS:

Description	Type	Upload Date
Monthly Report - Aug 2020	Cover Memo	10/5/2020



Durant Police Department

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

MONTHLY DEPARTMENTAL REPORT August 2020

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

OFFENSES	Aug-20	Aug-19	YTD 2020
<i>UCR PART 1 CRIMES</i>			
Criminal Homicide	0	0	2
Forcible Rape	0	1	5
Robbery	1	0	4
Aggravated Assaults	2	4	18
Burglary	12	14	98
Larceny-Theft	47	65	271
Motor Vehicle Theft	3	3	32
Arson	0	0	1
<i>UCR Part 1 Crimes - TOTAL</i>	65	87	431
<i>UCR PART 2 CRIMES</i>			
Other Assaults (Simple)**	11	17	95
Forgery and Counterfeiting; Fraud; Embezzlement; Stolen Property-Buying, Receiving, Possessing; Vandalism; Weapons-Carrying, Possessing, etc; Prostitution and Commercialized Vice; Sex Offenses; Drug Abuse Violations; Gambling; Offenses Against the Family and Children; Driving Under the Influence; Liquor Laws; Drunkenness; Disorderly Conduct; Vagrancy; All Other Offenses (Warrant Arrests); Suspicion; Curfew and Loitering Laws; Runaways			
<i>**UCR Part 2 Crimes**-TOTAL</i>	346	286	2,128
TOTAL OFFENSES (UCR Part 1 & Part 2 Crimes)	411	373	2,559

Domestic Violence Cases	Aug-20	Aug-19	YTD 2020
This number is included in Part 1 Crimes- Aggravated Assaults & Part 2 Crimes-Simple Assaults	10	7	57



Durant Police Department

3104 Carl Albert Drive

Durant, Ok 74701-5015

Phone 580-924-3737 Fax 580-924-8928

David Houser, Chief of Police

MONTHLY DEPARTMENTAL REPORT August 2020

ARRESTS	Aug-20	Aug-19	YTD 2020
UCR Part 1 Crimes	9	10	52
UCR Part 2 Crimes	167	140	1043
Juvenile Crimes	4	5	21
TOTAL ARRESTS	180	155	1,116

EOD Actions	27	17	212
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Emergency Order of Detentions include the preparation of reports and affidavit to commit persons for an emergency mental health evaluation, having the officer stand by while the evaluation is conducted by a mental health professional, and then the transport to an approved state mental health institution for treatment. (Norman, McAlester, Ada or Sulphur)

MOTOR VEHICLE COLLISIONS	Aug-20	Aug-19	YTD 2020
Injury Accidents	8	9	57
Property Damage Accidents	32	26	242
Private Property Accidents	9	24	83
Fatality Accidents	0	0	1
TOTAL ACCIDENTS	49	59	383

CITATIONS	Aug-20	Aug-19	YTD 2020
Traffic/Non-Traffic Citations	522	458	4,013
Warnings	196	338	1,429
DUI	16	10	76
TOTAL	734	806	5,518



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MONTHLY DEPARTMENTAL REPORT August 2020

<i>CALLS FOR SERVICE</i>	<i>Aug-20</i>	<i>Aug-19</i>	<i>YTD 2020</i>
Durant Police Department	2,220	2,418	17,723
Bryan County*	2,204	1,779	14,717
TOTAL CALLS FOR SERVICE	4,424	4,197	32,440

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

<i>RESERVE HOURS</i>	210	232	1,297.50
<i>CHAPLAIN HOURS</i>	12.25	4	118.75

<i>ANIMAL CONTROL</i>	<i>Aug-20</i>	<i>Aug-19</i>	<i>YTD 2020</i>
Calls for Service	157	180	1,494
Citations Issued	19	3	72
Adoptions	0	12	10

Department Report Totals (OSBI-UCR)

2020	>>> >>> >>>			MISC OFFENSES					<<<		<<<		<<<	>>> ARRESTS <<<					> COLLISIONS (MVC) <					>>> > CITATIONS < <<<				CALLS FOR SERVICE					>> ANIMAL CONTROL <<				
	MUR-		ROB-	ASSAULTS		BURG	LAR-	MV	AR-	UCR	UCR	TOTAL	DOM	UCR	UCR		TOTAL		INJU-	PROP	PRIV	FATAL-		TRAF/NON-					BRYAN		RESERVE	Chaplain		CITA-	PELS	ADOP-	
	DER	RAPE	BERY	AGG	SIMP	B&E	CENY	THEFT	SON	PT 1	PT 2	OFF	VIOL	PT 1	PT 2	JUV	TOTAL	EOD	RIES	DAM	PROP	ITIES	TOTAL	TRAF CITS	WARN	DUI	TOTAL	DURANT	CO	TOTAL	HOURS	Hours	CFS	TIONS	COLL	TIONS	
JAN	0	2	0	1	9	19	41	4	0	67	283	350	5	10	161	0	171	29	11	36	11	0	58	655	151	11	817	2,592	1,646	4,238	134.5	17.75	207	0			3
FEB	0	1	1	1	10	3	32	5	1	44	270	314	3	5	152	2	159	16	11	41	11	0	63	569	118	12	699	2,263	1,633	3,896	90.0	26.25	172	1			2
MAR	2	0	0	2	11	9	30	5	0	48	213	261	5	7	111	1	119	24	4	34	10	0	48	293	57	5	355	1,773	1,776	3,549	134.0	7.50	112	3			1
APR	0	0	1	0	10	13	28	4	0	46	151	197	6	6	54	9	69	23	2	12	2	0	16	95	35	4	134	1,402	1,395	2,797	130.0	8.50	205	9			1
MAY	0	1	0	9	9	14	34	1	0	59	284	343	6	6	125	1	132	27	6	23	11	1	41	622	155	13	790	2,735	1,993	4,728	207.0	22.75	239	5			1
JUNE	0	1	0	2	19	17	37	4	0	61	332	393	11	3	148	1	152	33	5	31	14	0	50	645	374	6	1,025	2,430	2,073	4,503	204.0	23.25	194	23			1
JULY	0	0	1	1	16	11	22	6	0	41	249	290	11	6	125	3	134	33	10	33	15	0	58	612	343	9	964	2,308	1,997	4,305	188.0	0.50	208	12			1
AUG	0	0	1	2	11	12	47	3	0	65	346	411	10	9	167	4	180	27	8	32	9	0	49	522	196	16	734	2,220	2,204	4,424	210.0	12.25	157	19			0
SEPT										0							0						0														
OCT										0							0						0														
NOV										0							0						0														
DEC										0							0						0														
TOTAL	2	5	4	18	95	98	271	32	1	431	2,128	2,559	57	52	1,043	21	1,116	212	57	242	83	1	383	4,013	1,429	76	5,518	17,723	14,717	32,440	1,297.50	118.75	1,494	72			10

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

Department Report Totals (OSBI-UCR)

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

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

Department Report Totals (OSBI-UCR)

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

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

Department Report Totals (OSBI-UCR)

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

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

Department Report Totals (OSBI-UCR)

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

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

Department Report Totals (OSBI-UCR)

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



The City of Durant

Office of the Street Department

Memorandum

Date:
To: Mayor and City Council
From: John Cain - Street Department Superintendent
Re: Street Department Monthly Report - September 2020

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Monthly Report	Cover Memo	10/5/2020
Street Department Stats	Cover Memo	10/5/2020
Work Orders	Cover Memo	10/5/2020



THE CITY OF DURANT

Office of the Street Department

Monthly Report
September 1, 2020 – September 30, 2020

Tasks Completed:

1. Pothole patching at various locations
2. Street sign repair, installations and relocations
3. Work requests completed 86
4. Street sweeping was done at various locations within the community
5. Concrete repair was completed at various locations within the community

Planned Tasks:

1. Continue street maintenance activities
2. Continue street sweeping program
3. Relocate and improve signage throughout the city
4. City wide pothole repair and utility cut repair (asphalt and/or concrete)

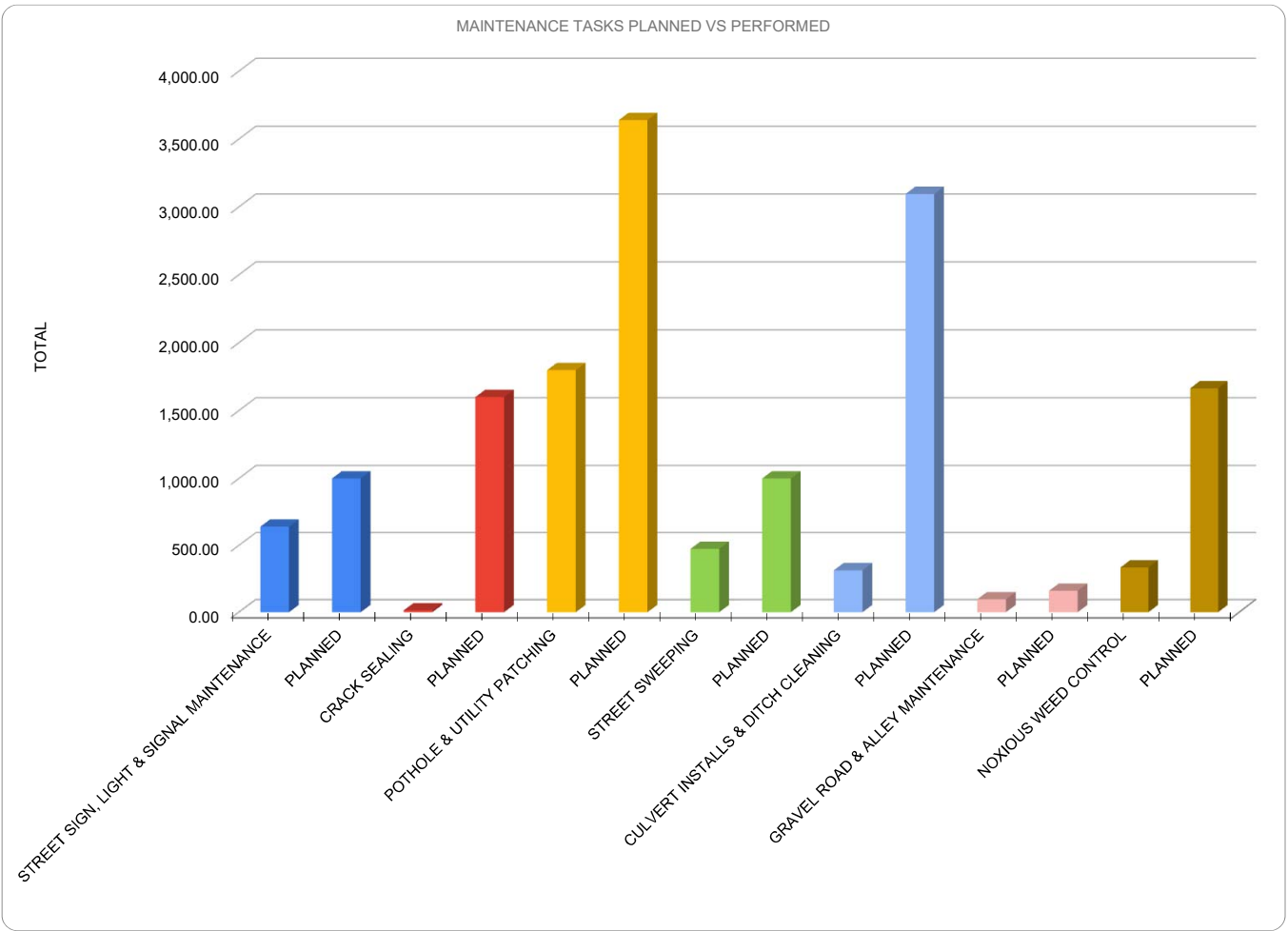
Superintendent Tasks:

1. Draft and issue an RFP for Traffic Signal cabinets and hardware
2. Continue selecting the streets to be crack sealed and purchase the required crack seal material.
3. Create a plan action to address areas of poor drainage
4. Begin flagger training for all street department staff

Respectfully Submitted,

John Cain

MAINTENANCE TASKS PLANNED VS PERFORMED (HOURS)													
TYPE OF TASK	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
STREET SIGN, LIGHT & SIGNAL MAINTENANCE							176	304	160				640.00
PLANNED							176	168	168	176	144	168	1,000.00
CRACK SEALING							0	14	0				14.00
PLANNED							0	320	320	320	320	320	1,600.00
POTHOLE & UTILITY PATCHING							712	564	522				1,798.00
PLANNED							712	600	648	592	504	584	3,640.00
STREET SWEEPING							176	130	168				474.00
PLANNED							176	168	168	168	152	168	1,000.00
CULVERT INSTALLS & DITCH CLEANING							0	104	210				314.00
PLANNED							528	504	504	528	528	504	3,096.00
GRAVEL ROAD & ALLEY MAINTENANCE							8	48	41				97.00
PLANNED							0	32	32	32	32	32	160.00
NOXIOUS WEED CONTROL							0	248	87				335.00
PLANNED							0	336	336	352	304	336	1,664.00





Work Order Report

9/1/2020 - 09/30/2020

Work Order Date	Location	Requested By	Work Description	Work Start Date	Work End Date
9/23/2020	MULBERRY (N 1ST TO WASHINGTON)	JAMES SCOTT	SWEPT	9/22/2020	9/22/2020
9/23/2020	WESTSIDE DR	JAMES SCOTT	SWEPT	9/22/2020	9/22/2020
9/23/2020	UNIVERSITY PL	JAMES SCOTT	SWEPT	9/22/2020	9/22/2020
9/22/2020	CROOKED OAK DR	JAMES SCOTT	SWEPT	9/21/2020	9/21/2020
9/22/2020	1020 N 2ND	JAMES SCOTT	SWEPT	9/21/2020	9/21/2020
9/22/2020	N 49TH AT RAILROAD TRACKS	JAMES SCOTT	SWEPT	9/21/2020	9/21/2020
9/22/2020	MAIN (N 9TH TO N 21ST)	JAMES SCOTT	SWEPT	9/21/2020	9/21/2020
9/22/2020	EVERGREEN (N 16TH TO N 1ST)	JAMES SCOTT	SWEPT	9/21/2020	9/21/2020
9/22/2020	NE 2ND	JAMES SCOTT	SWEPT	9/18/2020	9/18/2020
9/22/2020	SPORT COMPLEX	JAMES SCOTT	SWEPT	9/18/2020	9/18/2020
9/22/2020	MAIN	JAMES SCOTT	SWEPT	9/18/2020	9/18/2020
9/22/2020	SPORTS COMPLEX	JAMES SCOTT	SWEPT	9/18/2020	9/18/2020
9/22/2020	21ST & ELM	CANDICE MONTERO	2 POT HOLES & 4 LEVEL PATCHS	9/18/2020	9/18/2020
9/22/2020	S 12TH & ALABAMA	CANDICE MONTERO	2 POT HOLES 1 LEVEL PATCH	9/18/2020	9/18/2020
9/22/2020	200 BLK OF 10TH	CANDICE MONTERO	POT HOLE	9/18/2020	9/18/2020
9/22/2020	320 MULBERRY	CANDICE MONTERO	POT HOLE	9/18/2020	9/18/2020

Work Order Date	Location	Requested By	Work Description	Work Start Date	Work End Date
9/22/2020	702 TO 704 TENNESSEE	CANDICE MONTERO	POT HOLE & 1 LEVEL PATCH	9/18/2020	9/18/2020
9/22/2020	S 6TH & TENNESSEE	CANDICE MONTERO	POT HOLE	9/18/2020	9/18/2020
9/22/2020	PARKWAY CIR	JAMES SCOTT	SWEPT	9/17/2020	9/17/2020
9/22/2020	UNIVERSITY (N 1ST TO UNIVERSITY PL)	JAMES SCOTT	SWEPT	9/17/2020	9/17/2020
9/22/2020	UNIVERSITY PL	JAMES SCOTT	SWEPT	9/17/2020	9/17/2020
9/22/2020	UNIVERSITY (N 1ST TO UNIVERSITY PL)	JAMES SCOTT	SWEPT	9/17/2020	9/17/2020
9/22/2020	CALE SWITCH & CHOCTAW RD	CANDICE MONTERO	POT HOLE	9/17/2020	9/17/2020
9/22/2020	SLEEPY HOLLOW & LITTLE JOHN	CANDICE MONTERO	LEVEL PATCH	9/16/2020	9/16/2020
9/22/2020	CALE SWITCH TO OVERPASS	CANDICE MONTERO	POT HOLE & 1 LEVEL PATCH	9/16/2020	9/16/2020
9/22/2020	SUNNYSIDE & SUNNY MEADOWS	CANDICE MONTERO	11 POT HOLES & 8 LEVEL PATCHS	9/16/2020	9/16/2020
9/22/2020	1ST (K&D)	CANDICE MONTERO	POT HOLE & 1 LEVEL PATCH	9/16/2020	9/16/2020
9/22/2020	N 19TH (MAIN TO UNIVERSITY)	JAMES SCOTT	SWEPT	9/16/2020	9/16/2020
9/22/2020	ELM (N 21ST TO N 1ST)	JAMES SCOTT	SWEPT	9/16/2020	9/16/2020
9/22/2020	N 9TH (EVERGREEN TO LOCUST)	JAMES SCOTT	SWEPT	9/16/2020	9/16/2020

Work Order Date	Location	Requested By	Work Description	Work Start Date	Work End Date
9/22/2020	N 12TH (MAIN TO CHUCKWA)	JAMES SCOTT	SWEPT	9/15/2020	9/15/2020
9/22/2020	MULBERRY (OVERPASS)	JAMES SCOTT	SWEPT	9/15/2020	9/15/2020
9/22/2020	N 19TH (MAIN TO UNIVERSITY)	JAMES SCOTT	SWEPT	9/15/2020	9/15/2020
9/22/2020	N19 (UNIVERSITY TO EVERGREEN)	JAMES SCOTT	SWEPT	9/14/2020	9/14/2020
9/22/2020	N 18TH (MAIN TO OLIVE)	JAMES SCOTT	SWEPT	9/14/2020	9/14/2020
9/22/2020	WASHINGTON (MAIN TO FOUR SEASONS)	JAMES SCOTT	SWEPT	9/14/2020	9/14/2020
9/22/2020	MAIN (E MAIN TO N 6TH)	JAMES SCOTT	SWEPT	9/14/2020	9/14/2020
9/22/2020	CORNELL & KIMBERLY	CANDICE MONTERO	POT HOLE	9/14/2020	9/14/2020
9/22/2020	107 & 108 CORNELL	CANDICE MONTERO	LEVEL PATCH & POT HOLE	9/14/2020	9/14/2020
9/22/2020	GRANT & DALLAS	CANDICE MONTERO	5 POT HOLES	9/14/2020	9/14/2020
9/22/2020	N 16TH & ELM	CANDICE MONTERO	6 POT HOLES	9/14/2020	9/14/2020
9/22/2020	100 N 15TH	CANDICE MONTERO	POT HOLE	9/14/2020	9/14/2020
9/22/2020	1411 GEORGIA	CANDICE MONTERO	WATER CUT	9/14/2020	9/14/2020
9/22/2020	100 BLK OF S 13TH	CANDICE MONTERO	POT HOLE	9/14/2020	9/14/2020
9/22/2020	507 S 13TH	CANDICE MONTERO	POT HOLE	9/14/2020	9/14/2020
9/22/2020	MAIN & KATY	CANDICE MONTERO	2 LEVEL PATCHS	9/11/2020	9/11/2020
9/22/2020	MASON & SE 18TH	CANDICE MONTERO	4 LEVEL PATCHS	9/11/2020	9/11/2020

Work Order Date	Location	Requested By	Work Description	Work Start Date	Work End Date
9/22/2020	3801 MAIN	CANDICE MONTERO	POT HOLE	9/11/2020	9/11/2020
9/22/2020	S 11TH & TEXAS	CANDICE MONTERO	LEVEL PATCH	9/11/2020	9/11/2020
9/22/2020	322 S 11TH	CANDICE MONTERO	LEVEL PATCH	9/11/2020	9/11/2020
9/22/2020	N 4TH & LOCUST	CANDICE MONTERO	13 POT HOLES & 1 LEVEL PATCH	9/11/2020	9/11/2020
9/22/2020	MONTGOMERY & DUNLAP	CANDICE MONTERO	LEVEL PATCH	9/11/2020	9/11/2020
9/22/2020	N 16TH (MAIN TO UNIVERSITY)	JAMES SCOTT	SWEPT	9/11/2020	9/11/2020
9/22/2020	N 17TH (EVERGREEN TO OLIVE)	JAMES SCOTT	SWEPT	9/11/2020	9/11/2020
9/22/2020	MAIN (N 1ST TO N 9TH)	JAMES SCOTT	SWEPT	9/11/2020	9/11/2020
9/22/2020	N 16TH	JAMES SCOTT	SWEPT	9/10/2020	9/10/2020
9/22/2020	S 9TH (MAIN TO CHOCTAW RD)	JAMES SCOTT	SWEPT	9/10/2020	9/10/2020
9/22/2020	ARKANSAS (S 9TH TO RADIO RD)	JAMES SCOTT	SWEPT	9/9/2020	9/9/2020
9/22/2020	UNIVERSITY (N 1ST TO UNIVERSITY PL)	JAMES SCOTT	SWEPT	9/9/2020	9/9/2020
9/22/2020	N 3RD & CEDAR	CANDICE MONTERO	POT HOLE	9/9/2020	9/9/2020
9/22/2020	911 TO 935 CROOKED OAK	CANDICE MONTERO	POT HOLE	9/9/2020	9/9/2020
9/22/2020	GAIL FARRELL	CANDICE MONTERO	6 POT HOLES & 4 LEVEL PATCHS	9/9/2020	9/9/2020
9/22/2020	1103 N 6TH	CANDICE MONTERO	LEVEL PATCH	9/9/2020	9/9/2020
9/22/2020	N 6TH & PLUM	CANDICE MONTERO	POT HOLE	9/9/2020	9/9/2020

Work Order Date	Location	Requested By	Work Description	Work Start Date	Work End Date
9/18/2020	PLUM & N 5TH	CANDICE MONTERO	POT HOLE	9/9/2020	9/9/2020
9/18/2020	ARKANSAS (S 9TH & S 21ST)	JAMES SCOTT	SWEPT	9/8/2020	9/8/2020
9/18/2020	ARKANSAS (S9 & S 15TH)	JAMES SCOTT	SWEPT	9/8/2020	9/8/2020
9/18/2020	MEADOW LARK	CANDICE MONTERO	WATER CUT & 1 LEVEL PATCH	9/8/2020	9/8/2020
9/18/2020	17TH BETWEEN OLIVE & MAPLE	CANDICE MONTERO	13 POT HOLES & 5 LEVEL PATCHS	9/8/2020	9/8/2020
9/18/2020	OLIVE & 16TH	CANDICE MONTERO	POT HOLE	9/8/2020	9/8/2020
9/18/2020	MISSISSIPPI & 21ST	CANDICE MONTERO	POT HOLE & 1 LEVEL PATCH	9/8/2020	9/8/2020
9/18/2020	UNIVERSITY (VICTORY LIFE)	CANDICE MONTERO	POT HOLE	9/8/2020	9/8/2020
9/18/2020	MOONEY DR	CANDICE MONTERO	2 POT HOLES & 3 LEVEL PATCHS	9/8/2020	9/8/2020
9/18/2020	1418 WACO	CANDICE MONTERO	POT HOLE	9/8/2020	9/8/2020
9/18/2020	CRISWELL BLVD	JAMES SCOTT	SWEPT	9/4/2020	9/4/2020
9/18/2020	CAMELOT ESTATES	JAMES SCOTT	SWEPT	9/3/2020	9/3/2020
9/17/2020	Elm St	JAMES SCOTT	STREET SWEEPING	9/2/2020	9/2/2020
9/17/2020	CAMELOT ESTATES	JAMES SCOTT	SWEPT	9/3/2020	9/3/2020
9/9/2020	3412 W University Avenue	ANGELA MULLENAX	POTHOLES	9/8/2020	9/8/2020
9/2/2020	SHAMROCK LN	JAMES SCOTT	SWEPT	9/1/2020	9/1/2020
9/2/2020	UNIVERSITY PL	JAMES SCOTT	SWEPT	9/1/2020	9/1/2020

Work Order Date	Location	Requested By	Work Description	Work Start Date	Work End Date
9/1/2020	E MAIN TO N 6TH	JAMES SCOTT	SWEPT	8/31/2020	8/31/2020
9/1/2020	DONALD W REYNOLDS LIBRARY	JAMES SCOTT	SWEPT	8/31/2020	8/31/2020
9/1/2020	BEECH (WASHINGTON TO N 18TH)	JAMES SCOTT	SWEPT	8/31/2020	8/31/2020
9/1/2020	NE 2ND & HWY 70	JAMES SCOTT	SWEPT	8/31/2020	8/31/2020
9/1/2020	NE 2ND (HWY 70 TO E ARKANSAS)	JAMES SCOTT	SWEPT	8/31/2020	8/31/2020

Total Records: 86

10/5/2020



The City of Durant

Office of City Manager

Memorandum

Date: 9/17/2020
To: Mayor and City Council
From: Mayor Oden Grube
Re: Discussion on the Renaming of Magnolia Street

On July 14, 2020 the City Council unanimously (5-0) approved Resolution 2020-29 to rename certain streets previously used as Hwy 70. One of those streets was renamed Magnolia Street effective November 1, 2020.

A petition to rename the street was submitted to the City Clerk by Brady Miller. The petition contained 39 names of which four names could be verified as a registered voters of the City of Durant, Oklahoma at the addresses listed on the petition.

Mr. Miller has provided letters from Red River Realty, American Dream Realty (2), and County Commissioner Jay Perry in support of not changing the name to Magnolia Street.

Included with the documentation in the packet are the Board of Bryan County Commissioners Meeting Minutes from the August 3, 2020 meeting and the Resolution adopted by the Board of Bryan County Commissioners on a 3-0 vote to change the name of the street to Magnolia Street. I have also included an email from Anthony Echelle, Oklahoma Department of Transportation (ODOT) Division 2 Construction Engineer.

Council Information / Action Requested

No action can be taken on a discussion item.

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

ATTACHMENTS:

Description	Type	Upload Date
City of Durant Resolution 2020-29	Exhibit	9/18/2020
ODOT Division 2 Construction Engineer Anthony Echelle Email	Exhibit	10/9/2020
Board of Bryan County Commissioners - Minutes, Resolution 2020-2021-007	Exhibit	10/8/2020
Petition with Cover Letter by Bryan County Commissioner Jay Perry	Exhibit	10/8/2020
Letters Provided by Mr. Miller - Red River Realty & Auction and	Exhibit	10/8/2020

RESOLUTION #2020-29

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

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

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

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

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

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



ODEN GRUBE, MAYOR
CITY OF DURANT, OKLAHOMA

ATTEST:


Cynthia J. Price
City Clerk



From: **Anthony Echelle** <AEHELLE@odot.org>
Date: Fri, Oct 9, 2020 at 8:43 AM
Subject: RE: [EXTERNAL] Durant Old US 70 Name Change
To: John Dean <jdean@durant.org>

John,

All I can add is that when the bypass was constructed, the highway designation of US-70 was established along the new route and the old route became a city street. This occurred in 2015, and the process does involve a public hearing. That said, there was no mention, that I recall, as to what the city desired to name the street. The majority of it was already called Main Street, so the eastern side was really the only section in question. I am sure he is correct in that there are efforts that have to happen by landowners when address changes are made. It is similar to when the 911 addresses were established in the rural areas.

I would also mention that the naming efforts are to clarify the differences in locations, between the "old" old us70, that runs in front of CMC, and the "newest" old us70 that runs in front of BrucePac. The advantages of this distinction could be very important to the business owner if a first responder got confused as to which "old 70", they were being dispatched. That is just one advantage, of many.

Hope this helps in some way.

Anthony

**BRYAN COUNTY CLERK
TAMMY REYNOLDS**

DEPUTIES:
KELLY ISENBERG
LACY ALLRED
TERRI BLAKNEY

P.O. Box 1789
DURANT, OKLAHOMA 74702-1789
PHONE: 580-924-2202
FAX: 580-924-2289

COMMISSIONERS:
RON BOYER-1ST DIST
TONY SIMMONS-2ND DIST
JAY PERRY -3RD DIST

The Board of Bryan County Commissioners met Monday, August 3, 2020 in the County Courthouse Annex for their Special Monthly Meeting.

AGENDA

1. Call Meeting to Order – Jay Perry, Chairman called the meeting to order at 9:00 A.M.
2. Attendance Noted – Boyer, present; Simmons, present; Perry, present.
3. Approve/Disapprove Minutes for July – Ron Boyer made a motion to approve Minutes. Motion 2nd by Tony Simmons. Vote – Boyer, yes; Simmons, yes; Perry, yes.
4. Approve/Disapprove Payout for CDBG RWD #5 project- Tabled
5. Approve/Disapprove Contract with Miller Office Equipment and Sheriff's Office- Tony Simmons made a motion To approve the Contract with Miller Office, 2nd by Ron Boyer. Vote- Boyer, yes; Simmons, yes; Perry, yes.
6. Approve/Disapprove SRO Contracts between Sheriff's and Schools- Ron Boyer made a motion to approve the Contracts. 2nd by Tony Simmons. Vote- Boyer, yes; Simmons, yes; Perry, yes.
7. Approve/Disapprove Agreement with Lighthouse Web Design and Sheriff's Office- Tony Simmons made a Motion to approve the Agreement. 2nd by Ron Boyer. Vote- Boyer, yes, Simmons, yes, Perry, yes.
8. Approve/Disapprove Resolution 2020-21/006 for Radio frequencies with City of Durant and Bryan County- Ron Boyer made a motion to approve the Resolution, 2nd by Tony Simmons. Vote- Boyer, yes; Simmons, yes, Perry, yes.
9. Approve/Disapprove Resolution 2020-21/007 for Street Name Change on Old Hwy 70- Ron Boyer made a motion To approve the Name Change, 2nd by Tony Simmons. Vote- Boyer, yes; Simmons, yes, Perry, yes.
10. Approve/Disapprove Contract of Assignment and Assumption for CDBG Administration Servies for DBA Cardinal Engineering- Tony Simmons made a motion to approve Contract, 2nd by Ron Boyer. Vote- Boyer, yes; Simmons, yes; Perry, yes.
11. Approve/Disapprove Transfer of Funds- NONE
12. Approve/Disapprove Blanket Purchase Orders– Tony Simmons made a motion to approve May Blanket Purchase Orders Motion 2nd by Ron Boyer. Vote – Boyer, yes; Simmons, yes; Perry, yes. The following Blankets were approved: Davis Fleet \$750; Jimmies Auto \$750; O'Reilly's Auto \$750; P-card \$400; Aerobic water \$60; Wal-Mart \$100; Casteel tire \$1500; Dolese \$20,000; Davis Fleet \$500; Lowes \$250; Stateline Truck \$ 1000; Wholesale Equipment \$500; Triple-B Auto \$1000; Aerobic water \$90; Jimmies Auto \$500; Dolese \$10000; Martin Marietta \$6000; Mobile Crushing \$6000; Graham \$1500; Jimmies auto \$2500; Davis fleet \$1500; J&P auto \$450; United Ag \$1500; Walmart 350; Bank of America \$650; Mobile Crushing \$20000; Bemac \$500; Button 108 \$400; Dealer's Electric \$1000; Durant True Value Lumber \$750; Locke Supply \$500; Lowes \$1500; Texoma Janitorial \$500; Th Rogers\$500; Stanley \$150; Sysco\$15500; Prodigy \$5000; Quill \$700; CTC Commissary 4000; Reinert \$600; Texoma Janitorial \$500; Com Data \$7500; Verizon \$1000; Verizon Fleet \$400.
13. Approve/Disapprove Purchase Orders for Payment- Ron Boyer made a motion to approve Purchase Orders For Payment, 2nd by Tony Simmons. Vote- Boyer, yes; Simmons, yes; Perry, yes.

14. Approve/ Disapprove Monthly Reports- Tony Simmons made a motion to approve Monthly Reports, 2nd by Ron Boyer. Vote- Boyer, yes; Simmons, yes; Perry, yes.

15. Bridges- No Action Taken

16. Equipment-

17. Adjourn- Ron Boyer made a motion to adjourn, 2nd by Tony Simmons. Vote- Boyer, yes; Simmons, yes; Perry, yes.

Those present were: Ron Boyer, Tony Simmons, Jay Perry, Johnny Christian and Matt Swearengin.

Tammy Reynolds
Bryan County Clerk

**BOARD OF BRYAN COUNTY
COMMISSIONERS**

323 WEST BEECH STREET
DURANT, OK 74701
(580) 924-2201
(580) 924-3094 FAX

COUNTY CLERK
TAMMY REYNOLDS
(580) 924-2202



DISTRICT No. 1
RON BOYER

DISTRICT No. 2
TONY SIMMONS

DISTRICT No. 3
JAY PERRY

RESOLUTION 2020-2021-007

Street Name Change

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

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

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

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

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

PASSED AND APPROVED by the Bryan County Board of Commissioners,

Witness our hands, this 3rd day of August 2020

**The Board of County Commissioners
County of Bryan, Oklahoma**

Ron Boyer
Commissioner Dist. 1

Tony Simmons
Commissioner Dist. 2

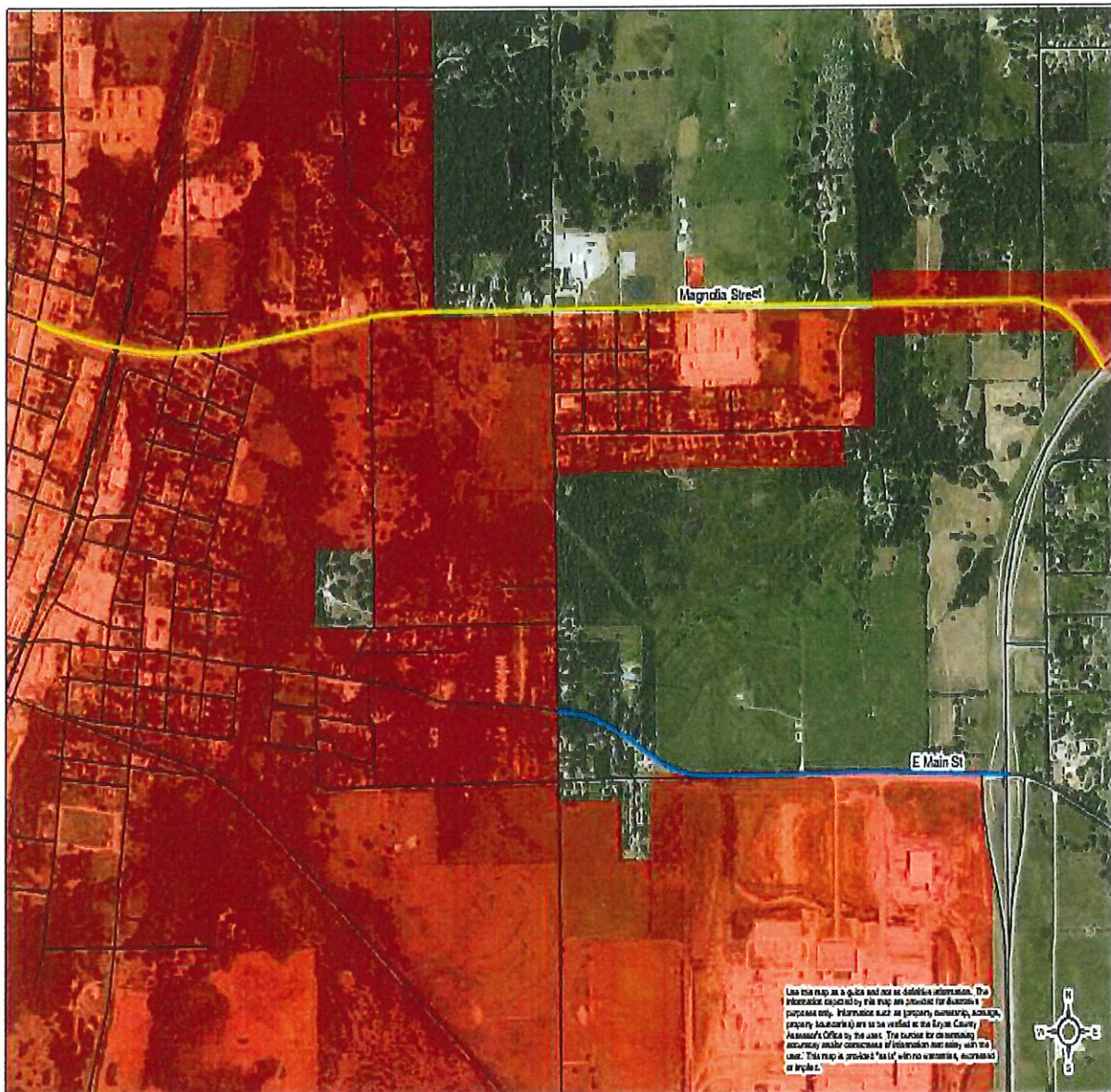
Jay Perry
Commissioner Dist. 3



Tammy Reynolds,
County Clerk

8-3-20

Date:



Map illustrating portion of Old Highway 70 street name change

Old Highway 70 between First Street and the Highway 70 Bypass shall be named **Magnolia Street**.

Old Highway 70 between McLean Road and the Highway 70 Bypass shall be named **East Main Street**,

Effective November 1, 2020.

**BOARD OF BRYAN COUNTY
COMMISSIONERS**

323 WEST BEECH STREET
DURANT, OK 74701
(580) 924-2201
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COUNTY CLERK
TAMMY REYNOLDS
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DISTRICT No. 1
RON BOYER

DISTRICT No. 2
TONY SIMMONS

DISTRICT No. 3
JAY PERRY

October 8, 2020

To Whom it May Concern:

I have been approached by several residents and business owners concerning the proposed name change of Highway 70. We would like to see it stay the same or should there be a change in name, change it to Business 70.

All of the attached are those concerned and those who are supporting this letter. I stand with them on this decision. As soon as a decision is made please let us know.

Sincerely,

Jay Perry
District # 3

**BOARD OF BRYAN COUNTY
COMMISSIONERS**

323 WEST BEECH STREET
DURANT, OK 74701
(580) 924-2201
(580) 924-3094 FAX

COUNTY CLERK
TAMMY REYNOLDS
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DISTRICT No. 1
RON BOYER

DISTRICT No. 2
TONY SIMMONS

DISTRICT No. 3
JAY PERRY

October 8, 2020

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Sincerely,

Jay Perry
District # 3

PETITION

To: Durant City Council
Bryan County Board of Commissioners

Date: _____, 2020

The undersigned both residents and/or business owners and operators located on Old Highway 70 East, understand that two Resolutions have been approved, changing the name of the street; one from the Board of County Commissioners and one from the City of Durant. Without having read the resolutions, we understand the intent is to change the name of formerly U.S. Highway 70 East to "Magnolia".

We strongly oppose the name change. We have lived and/or worked with the current name and suggest that before taking any further action, consider the name change to "Business Highway 70 East. We petition you to strongly consider no major change to the street.

Name	Address
Miller's Short Stop, Inc. <u>Bruce J Miller</u>	<u>1503 East Hwy 70</u>
Miller's Short Stop, Inc. <u>L Jane Miller</u>	<u>1503 East Hwy 70</u>
Bunch Farms <u>Jeff Peters</u>	<u>16514 East Hwy 70</u>
Salvage City <u>Judy Aldridge</u>	<u>624 E Hwy 70 Durant, OK.</u>
Salvage City <u>Danni Aldridge</u>	<u>624 E Hwy 70 Durant, OK 74701</u>
BJ's Tire <u>R. J. Deane</u>	<u>518 1/2 E. Hwy 70 Durant OK 74701</u>
<u>Thomas Johnson</u>	<u>16521 Hwy 70</u>
<u>Shelly Dier</u>	<u>16521 74701 Hwy 70</u>
<u>Connie Johnson</u>	<u>16521 Hwy 70 East</u>
<u>George Coper</u>	<u>1202 E. Hwy 70 Durant.</u>
<u>Grace & Dale</u>	<u>16723 Hwy 70 Durant</u>
EAST SIDE SMALL ENG. <u>Travis & Mary Markham</u>	<u>516 East Highway 70 Durant</u>
<u>William J. Hogle</u>	<u>1206 East Highway 70 Durant</u>

City

County

Address unknown

Not legible

Not Registered @ Address

PETITION

To: Durant City Council
Bryan County Board of Commissioners

Date: _____, 2020

The undersigned both residents and/or business owners and operators located on Old Highway 70 East, understand that two Resolutions have been approved, changing the name of the street; one from the Board of County Commissioners and one from the City of Durant. Without having read the resolutions, we understand the intent is to change the name of formerly U.S. Highway 70 East to "Magnolia".

We strongly oppose the name change. We have lived and/or worked with the current name and suggest that before taking any further action, consider the name change to "Business Highway 70 East. We petition you to strongly consider no major change to the street.

Name

Address

show 3 d Ser.	James Hunter	1320 FHwy 70 Durant, OK 74701
	Deanna Bunch	16514 US Hwy 70 Durant 74701
	Mark Bunch	16514 US Hwy 70 Durant 74701
if Auto	James Pair	518 E Hwy 70 Durant OK 74701
	John Teel	2402 Hwy 70 Durant, OK 74701
	Hugh Fortenberry	1401 E Hwy 70 Durant OK 74701
	[Signature]	518 - E Hwy 70 Durant 74701
	Marye A. Scott	16723 Hwy
at 31 Tel	[Signature]	86 W. Mulberry Durant 74701
try note	Rev. Doyle Pair	814 East Hwy 70 Durant, OK
	Emory Scott	1220 Hwy 70 E. Durant, OK 74701
	James Scott	1220 Hwy 70 E. Durant OK 74701

PETITION

To: Durant City Council
Bryan County Board of Commissioners

Date: _____, 2020

The undersigned both residents and/or business owners and operators located on Old Highway 70 East, understand that two Resolutions have been approved, changing the name of the street; one from the Board of County Commissioners and one from the City of Durant. Without having read the resolutions, we understand the intent is to change the name of formerly U.S. Highway 70 East to "Magnolia".

We strongly oppose the name change. We have lived and/or worked with the current name and suggest that before taking any further action, consider the name change to "Business Highway 70 East. We petition you to strongly consider no major change to the street.

Name _____

Address

Johnny R Rowland 524 Lee Ave OK
Bonnie Rowland 524 Lee Ave OK
Sandra Mullens 518 1/2 E Hwy. 70 Darrat

PETITION

To: Durant City Council
Bryan County Board of Commissioners

Date: 10/8/2020

The undersigned both residents and/or business owners and operators located on Old Highway 70 East, understand that two Resolutions have been approved, changing the name of the street; one from the Board of County Commissioners and one from the City of Durant. Without having read the resolutions, we understand the intent is to change the name of formerly U.S. Highway 70 East to "Magnolia".

We strongly oppose the name change. We have lived and/or worked with the current name and suggest that before taking any further action, consider the name change to "Business Highway 70 East. We petition you to strongly consider no major change to the street.

Name

Address

Johnny R Rowland	524 Lee Ave Okla
Bonnie Rowland	524 Lee Ave OK
Sandra Mullens	518 1/2 E. Hwy. 70 Durant
Juanita Pender	16619 US Hwy 70 Durant - Cron
Donna Anita Carter	1914 Hwy 70 East, Durant OK 74701
Brianna Sherman	1420 E Hwy 70 Durant OK
Lowell Pusey	16547 US Hwy 70 Durant OK
Patricia Sessums	16552 Hwy 70 Durant OK
Jordan Rogers	16552 1/2 Hwy 70 Durant, OK

Carry over
from
Pg 3

Durant
Marble
& Granite

Patchwork
Angels

Durant marble
- Cron

Mailing Address 74701

PETITION

To: Durant City Council
Bryan County Board of Commissioners

Date: 9-18-2020 2020

The undersigned both residents and/or business owners and operators located on Old Highway 70 East, understand that two Resolutions have been approved, changing the name of the street; one from the Board of County Commissioners and one from the City of Durant. Without having read the resolutions, we understand the intent is to change the name of formerly U.S. Highway 70 East to "Magnolia".

We strongly oppose the name change. We have lived and/or worked with the current name and suggest that before taking any further action, consider the name change to "Business Highway 70 East. We petition you to strongly consider no major change to the street.

Name

Address

Mike & Brenda Webb	602 E Hwy 70
Rick Eggensberg	902 N.E 2nd/202 Hwy 70
Phyllis Eggensberg	204 E. Pine Durant, Okla.
DJ Elliott	1100 Hwy 70
DUSTIN ALDRIDGE	624 E Hwy 70

RED RIVER

REALTY & AUCTION

Chuck Clark, Broker

112 N. 9th Ave, Durant, OK 74701

306 "B" 2nd St, Talihina, OK 74571

Durant Office: 580-924-9595

Talihina Office: 918-567-3960

Chuck Clark Cell: 580-380-7093

www.redriverrealtyandauction.com

Email: redriverrealty@yahoo.com

September 30, 2020

To Whom It May Concern:

Grady Miller, owner of Miller's Short Stop, recently asked my professional opinion regarding changing the name of US Hwy 70 to Magnolia Street. He asked my thoughts about whether it would have a detrimental effect on his business or on the value of his property located at 1503 East US Hwy 70, especially if he ever decided to sell it.

In my professional opinion, it would most likely decrease the value of his property 30 to 35%. He has owned Miller's Short Stop gas station and convenience store for decades. East Hwy 70 is a national highway and fuel stations need to be on a major thoroughfare and not a city street in some neighborhood, as the renaming of US 70 to Magnolia Street would imply. Travelers do not want to go into a neighborhood while traveling or passing through an area. Not to mention all the print changes that would be required such as advertising, signs, business cards, letter heads, receipts, checks, GPS changes, etc.

It is a potential disaster for Mr. Miller's business, in my opinion, and any other business affected by the changing of the name of US Highway 70.

Sincerely,



Chuck Clark

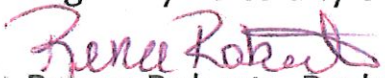
Owner/Broker, Red River Realty & Auction

Lorrie Gray, Attorney/Co-Owner, Red River Realty & Auction

AMERICAN DREAM REALTY, LLC
801 W MAIN
DURANT, OK 74701
580 931 8888

To Whom It May Concern:

In my personal opinion based on my many years of real estate sales experience, it would be detrimental to the value of the property located 1503 E Highway 70, Durant, Ok to change the road name from Highway 70 to any other name.


Renea Roberts, Broker

American Dream Realty

Renea Roberts
Broker

801 W. Main
Durant, OK 74701
Office (580) 931-8888
Home (580) 924-6643
Cell (580) 916-0157
sailorrenea@sbcglobal.net

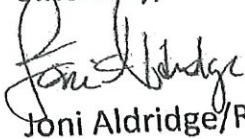


American Dream Realty, LLC
801 West Main
Durant, OK 74701
580-931-8888

To Whom it May Concern:

It is my opinion, based on my years of real estate sales experience, that the value of Salvage City, 624 E. Hwy 70, Durant, OK 74701 would likely decrease. There would also be numerous expenses relating to the name change for this business and other business if the name is changed.

Sincerely,



Joni Aldridge/Realtor



The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From: John Dean, City Manager

Re: Consider Approval of Ordinance 1917 Amending Section 159.10(C) of the Durant Code of Ordinances Regarding Murals
(1) Ordinance 1917 Section 1
(2) Ordinance 1917 Section 2 (Emergency Clause)

This Ordinance removes mural approval from the City Council and places Mural approval with the City Manager. This action was requested by the City Council when the last Mural was considered by the City Council.

Council Information / Action Requested

Staff recommends approval of Ordinance 1917.

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance 1917	Cover Memo	10/6/2020

ORDINANCE NO. 1917

AN ORDINANCE OF THE CITY OF DURANT, OKLAHOMA, AMMENDING SECTION 159.10(C) REGARDING PROHIBITED SIGNS OF THE CODE OF ORDINANCES OF THE CITY OF DURANT, OKLAHOMA, AND DECLARING AN EMERGENCY

WHEREAS, the City Manager certain signs are prohibited by the Code of Ordinances; and

WHEREAS, the City Council currently may approve murals by resolution; and

WHEREAS, the Council seeks to establish a more efficient approval process for murals by authorizing the City Manager to approve murals,

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

SECTION 1. ENACTMENT.

That the Code of Ordinances, Section 159.10(C) currently reads as follows:

(C) Murals, except as may be approved by resolution of the City Council;

That the Code of Ordinances, Section 159.10(C) is amended to read as follows:

(C) Murals, except as may be approved by the City Manager;

SECTION 2. EMERGENCY.

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

PASSED AND APPROVED this 13 day of October, 2020, with the Emergency Clause passed separately.

CITY OF DURANT

Oden Grube, Mayor

ATTEST:

Cynthia J. Price, City Clerk



The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From: John Dean, City Manager

Re: Consider Approval of Resolution 2020-38 Establishing a Special Event Permit and Fee

This Resolution establishes a Special Event Permit and the following:

Authorizes the City staff to create a Special Event Permit Application

An application be submitted at least 30 days prior to an event

Establishes approval authority with the City Manager

Establishes a \$25 permit fee for non-governmental entities

Council Information / Action Requested

Staff recommends approval of the Resolution 2020-38.

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

ATTACHMENTS:

Description

Resolution 2020-38

Type

Cover Memo

Upload Date

10/7/2020

RESOLUTION NO. 2020-38

**A RESOLUTION TO ESTABLISH A SPECIAL EVENT PERMIT
FOR THE CITY OF DURANT AND ESTABLISH A FEE**

WHEREAS, the City of Durant desires to provide a safe environment for residents, visitors, organizations, vendors, and participants of special events; and

WHEREAS, the City of Durant must have a full understanding of each special event requested to be held in the City; and

WHEREAS, the City of Durant incurs both administrative and operational costs associated with special events to be held in the City; and

WHEREAS, after careful consideration, the Durant City Council finds that it is necessary to establish a Special Event Permit and fee; and

NOW THEREFORE, BE IT RESOLVED by the Durant City Council that the following are established:

1. A special event is defined as any parade, march, ceremony, festival, carnival, tournament, show, exhibition, pageant, footrace, walk/run, procession of any kind, or any similar display, in or upon any street, park or other public place in the city.
2. A tournament is defined as a series of contests between a number of competitors, who compete for an overall prize. (not including local Durant youth sports associations)
3. Special Event organizers are required to apply for a special event permit for all special events with the City of Durant.
4. Special Event organizers must submit a Special Event Permit Application form to the City Clerk a minimum of 30 calendar days prior to the event.
5. The City Manager shall have final approval of special event permits.
6. The City, shall be empowered to authorize the conduct of a special event on a date, at a time, over a route or location different from that named by the applicant. An applicant desiring to accept permit modifications shall, within seven days after notice of the action of the City, file a written notice of acceptance with the City Clerk.
7. The City Manager or designee shall develop a Special Event Permit Application.
8. An application fee of \$25 will be charged for non-governmental entity events.

PASSED AND APPROVED this 13th day of October, 2020 by the Durant City Council.

ODEN GRUBE, Mayor
City of Durant, Oklahoma

ATTEST:

CYNTHIA J. PRICE, City Clerk



The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From: John Dean, City Manager

Re: Consider Approval of Resolution 2020-36 Extending the State of Emergency Until November 11th, 2020 Due to the COVID-19 Pandemic

This resolution extends the state of emergency due to the COVID-19 Pandemic until November 11th, 2020. During the extension the City will continue to follow the state guidance for COVID-19.

Council Information / Action Requested

Staff Recommends aproval of Resolution 2020-36.

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

ATTACHMENTS:

Description

Resolution 2020-36

Type

Cover Memo

Upload Date

10/6/2020

RESOLUTION NO. 2020-36

A RESOLUTION TO EXTEND THE STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC; ESTABLISHING PUBLIC MEETING PRACTICES FOR CITY COUNCIL, AUTHORITIES, TRUSTS, COMMISSIONS, ADVISORY BOARDS AND COMMITTEES OF THE CITY OF DURANT; DIRECTING THE CITY MANAGER TO NOT ISSUE PERMITS FOR EVENTS WITH CERTAIN LIMITATIONS; AUTHORIZING THE CITY MANAGER TO ADJUST OPERATIONS AND SERVICES IN RESPONSE TO COVID-19 AS NECESSARY; AND FOLLOW THE STATE OPEN UP AND RECOVER SAFELY THREE-PHASE APPROACH.

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared the coronavirus COVID-19 disease to be a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the COVID-19 virus pandemic; and

WHEREAS, on March 15, 2020, the Governor of the State of Oklahoma has declared an emergency caused by the impending threat of COVID-19 to the people of this State and the public's peace, health and safety; and

WHEREAS, the Centers for Disease Control (CDC) has advised certain American cities and counties to limit public gatherings of 10 people; and

WHEREAS, health professionals and researchers have determined that COVID-19 is spread by human contact and interaction, and that avoidance of human contact through methods such as social distancing is believed to stop or slow the spread of COVID-19; and

WHEREAS, the spread of COVID-19 is a disaster threatening or resulting in the death or injury of persons in the City of Durant to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare; and

WHEREAS, Title 11 of the Oklahoma State Statutes, Section 22-120 provides for Public Health, Hospitals, and Quarantine; and

WHEREAS, on March 20, 2020 the Mayor issued a Proclamation declaring the existence of a civil emergency in the City of Durant to protect the public health, safety and welfare; and

WHEREAS, on March 31, 2020 the City Council of Durant adopted Ordinance 1900 establishing the Durant Emergency Task Force; and

WHEREAS, the Governor of the State of Oklahoma has amended the emergency declaration of March 15, 2020 caused by the threat of COVID-19 to the people of this State and the public's peace, health and safety which remains in effect; and

WHEREAS, the Governor of the State of Oklahoma began implementing the "Open Up and Recover Safely" (OURS) a three-phase approach to open Oklahoma's economy starting April 24, 2020; and

WHEREAS, the Governor of the State of Oklahoma revised the "Open Up and Recover Safely" (OURS) a three-phase approach to open Oklahoma's economy on May 28, 2020; and

WHEREAS, the Governor of the State of Oklahoma amended Executive Order 2020-20 on September 24, 2020; and

NOW THEREFORE, BE IT RESOLVED by the Durant City Council as follows:

1. A state of emergency continues to exist within the City of Durant.
2. This state of emergency shall remain in effect within the City of Durant until 10:00 a.m. on Wednesday, November 11, 2020, when the pandemic emergency will be reassessed.
3. All social events or social gatherings in or on a City-owned or City operated facilities or property, are required to follow social distancing guidelines until the expiration of this state of emergency; and
4. The City Manager shall neither issue special event permits nor other permits that do not allow for social distancing for any public or private event until the expiration of this state of emergency. Other adjustments may be made by the City Manager to the administrative operations of city facilities and services.
5. Meetings of all City of Durant authorities, commissions, and trusts may be held via video or tele conferencing at City Hall. All meetings of the Durant City Council, Durant City Utilities Authority, and Durant Airport Authority will be conducted as scheduled but may be conducted by video conferencing in accordance with the Open Meetings Act. Meetings will remain open to the public but steps will be taken to ensure social distancing of attendees. Open public body meetings will be broadcast live in accordance with the Open Meeting Act. All meetings conducted via video or tele conferencing shall be conducted in accordance with the Open Meeting Act. All Advisory Board and committee meetings may be held but must practice social distancing.
6. Durant Municipal Court dockets shall continue. Steps will continue to be taken to ensure social distancing of attendees.
7. All in-person social gatherings shall follow the social distancing procedures and protocols.
8. The City of Durant will continue to follow the State of Oklahoma Executive Order 2020-20 as issued and amended by the State of Oklahoma.

PASSED AND APPROVED this 13th day of October, 2020 by the Durant City Council.

Approved: _____
Oden Grube, Mayor

Attest: _____
Cynthia J. Price, City Clerk



The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From: Cindy Price, City Clerk

Re: Consider Approval of Resolution 2020-37 Establishing a Highland Cemetery Chapel Use Fee

The City has made significant improvements to the Highland Cemetery Chapel. Staff recommends a use fee of \$200 per use be established for the Chapel. After each use the City currently incurs a \$175 cleaning fee due to COVID-19 cleaning and sanitizing precautions.

Council Information / Action Requested

Staff recommends approval of Resolution 2020-37.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution 2020-37	Cover Memo	10/7/2020

RESOLUTION NO. 2020-xx

**A RESOLUTION TO ESTABLISH A USE FEE FOR THE HIGHLAND CEMETERY CHAPEL
FOR THE DURANT CITY OF DURANT.**

WHEREAS, the City of Durant provides a chapel for services at the Highland Cemetery; and

WHEREAS, after careful consideration, the Durant City Council finds that it is necessary to establish a fee for the Highland Cemetery Chapel.

NOW THEREFORE, BE IT RESOLVED by the Durant City Council that the fee for the use of the Highland Cemetery Chapel Shall be \$200.00 per use.

AND BE IT FURTHER RESOLVED that the rates will be effective October 13th, 2020.

PASSED AND APPROVED this 13th day of October, 2020 by the Durant City Council.

ODEN GRUBE, Mayor

City of Durant, Oklahoma

ATTEST:

CYNTHIA J. PRICE, City Clerk



The City of Durant

Office of City Treasurer

Memorandum

Date: 10/5/2019
To: Mayor and City Council
From: An-chen Lai/Finance Director/Treasurer
Re: Consider Award of Financing in the Amount of \$500,000 for a 2020 Spartan Fire Truck

Attached is the quotes for financing of the Fire Truck. On September 10,2020, The Treasurer's office sent out financing quotes request to eight (8) financial entities and six (6) responses received. It is the recommendation that the American Nation Bank quote of 2.375%, for a period of 120 months be authorized for financing of Fire Truck.

Council Information / Action Requested

Award the Equipment Financing to American Nation Bank

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

City Treasurer to contract America Nation Bank to complete documents for financing.

ATTACHMENTS:

Description	Type	Upload Date
Award 2020 Spartan Fire Truck	Cover Memo	10/5/2020
Responses List	Cover Memo	10/5/2020

City of Durant

Quotes for 2020 Spartan Fire Truck

Single Loan Amount of \$500,000

Period Quote Source: 120 months

Bank	Interest Rate	Total Interest Paid at Term	Monthly Pymnt	Add'l Fees
American Nation Bnak	2.3750%	\$62,215.37	\$4,685.13	\$0
First Texoma National Bank	3.5000%	\$94,791.14	\$4,960.43	\$460
First United Bank & Trust	3.4900%	\$93,034.18	\$4,941.95	\$100
Government Capital Corp.	2.5000%	\$65,620.00	\$4,713.50	\$0
REV Financial Services	2.5500%	\$66,984.40	\$4,724.87	0
Shamrock Bank				
Simmons Bank				
Vision Bank	2.7009%	\$71,117.41	\$4,759.31	\$500



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An chen Lai <alai@durant.org>

Bid for The City of Durant

Jeff Fulgham <jfulgham@bankanb.com>

Wed, Sep 16, 2020 at 1:46 PM

To: "alai@durant.org" <alai@durant.org>

Cc: Ashley Wiginton <awiginton@bankanb.com>

An-chen,

Thank you for the opportunity to bid on the loan for the City of Durant Fire Department. Please consider this as a formal bid for the 2020 Spartan Metro Star Rescue Pump.

Loan Amount: \$500,000

Simple Interest Rate: 2.375%

Fixed for 10 years

10 year amortization

Monthly Payment: \$4,685.13 (approximate)

Total Interest Paid: \$62,215.37 (approximate)

Please let me know if there is anything else we can do for the city.

Jeff

Confidentiality Notice: The information contained in this communication may be legally privileged, confidential or otherwise protected by law. It is intended only for the use and information of the individuals or entities to which it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us and delete the original message and any copies.

Quotes for 2020 Spartan Fire Pump
 Single Loan Amount of \$500,000
 Period Quote Source: 120 months

Bank	Interest Rate	Total Interest Paid at Term	Monthly Pymnt	Add'l Fees
American Nation Bnak				
First Texoma National Bank	3.50%	\$ 94,791.14	\$ 4960.43	\$ 460.00
First United Bank & Trust				
Government Capital Corp.				
REV Financial Services				
Shamrock Bank				
Simmons Bank				
Vision Bank				

Quotes for 2020 Spartan Fire Pump

Single Loan Amount of \$500,000

Period Quote Source: 120 months

Bank	Interest Rate	Total Interest Paid at Term	Monthly Pymnt	Add'l Fees
American Nation Bnak				
First Texoma National Bank				
First United Bank & Trust <i>for 34 IT 100328,548</i>	3.490%	\$93,034.18	\$4941.95	\$100.00
Government Capital Corp. <i>for 34 IT 100328,548</i>				
REV Financial Services				
Shamrock Bank				
Simmons Bank				
Vision Bank				



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An chen Lai <alai@durant.org>

RE: The City of Durant is asking for an Equipment Financing Quote - Government Capital

Lisa Hott <lisa.hott@govcap.com>
To: An chen Lai <alai@durant.org>

Thu, Sep 17, 2020 at 1:40 PM

An-chen,

Thank you for the opportunity to provide the city of Durant with a finance proposal for the 2020 Spartan Metro Star Rescue Pump truck for your Fire Department.

Rate – 2.50%

Term – 10 year fixed

Monthly Payment - \$4,713.50

Total Interest paid – \$65,620.00

No fees

Please let me know if you have questions.

Lisa Hott

Client Services

817-722-0238

From: An chen Lai <alai@durant.org>

Sent: Thursday, September 10, 2020 6:03 PM

To: Ashley Wiginton <awiginton@bankanb.com>; Bert Davison <bdavison@firstunitedbank.com>; Brett Rogers <broggers@firstunitedbank.com>; Clenton Horner <Clent@firstunitedbank.com>; Danielle Blankenship <danielle.blankenship@simmonsbank.com>; Jason Manous <jmanous@shamrockbank.com>; Curtis Armor <carmor@shamrockbank.com>; Jeff Hammock <jhammock@visionbankok.com>; Jeff Shattuck <jshattuck@ftnb.net>; Jill J. Ford <jford@ftnb.net>; Madison Bowman <madison.bowman@firstunitedbank.com>; Nathan Morrison <nmorrison@bankanb.com>; Lisa Hott <lisa.hott@govcap.com>; todd.stevenson@revgroup.com; mdelloro@visionbank.bank

Subject: The City of Durant is asking for an Equipment Financing Quote

Dear Sir/Madam,

The City of Durant is considering financing the purchase of a 2020 Spartan Metro Star Rescue Pump for the Fire Department.

At the regular meeting of August 25, 2020 the Bryan County Fire Tax Board approved the purchase for the 2020 Spartan Metro Star Rescue Pump through the County Fire Tax Funds.

Quotes for 2020 Spartan Fire Pump

Single Loan Amount of \$500,000

Period Quote Source: 120 months

Bank	Interest Rate	Total Interest Paid at Term	Monthly Pymnt	Add'l Fees
American Nation Bnak				
First Texoma National Bank				
First United Bank & Trust				
Government Capital Corp.				
REV Financial Services	2.550%	\$66,984.40	\$4,724.87	None
Shamrock Bank				
Simmons Bank				
Vision Bank				

[Signature] 9/22/20



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An chen Lai <alai@durant.org>

Vision Bank - Official City of Durant Bid

1 message

Mike Delloro <Mdelloro@visionbank.bank>

Wed, Sep 23, 2020 at 11:51 AM

To: An chen Lai <alai@durant.org>

Cc: Jeff Hammock <jhammock@visionbank.bank>, Chad Lancaster <clancaster@visionbank.bank>

An Chen,

Good Morning! I am submitting Vision Bank's official bid on the 2020 Spartan Fire Truck as follows:

Simple Interest Rate: 2.7009%

Monthly Payment Amount: \$4,759.31

Total Interest Cost: \$71,117.41

Additional Fees: \$500.00

-

Kind Regards,

Mike Delloro

Mike Delloro

Loan Officer, Durant Bank

NMLS: 1447217



2514 University Blvd., P.O. Box 1000, Durant, OK, 74702

580-931-6524 (office); 580-931-0812 (fax); 580-380-7664 (cell)

mdelloro@visionbank.bank



The City of Durant

Office of City Clerk

Memorandum

Date: 10/6/2020
To: Mayor and City Council
From: James Dalton, Assistant City Manager
Re: Consider Approval of Loan from Durant City Utilities Authority to City of Durant in the Amount of \$181,000 for Oklahoma LED Light Upgrade to be Paid on the first Day of Each Month for Forty-Two (42) Months with Interest at the Rate of 0.25% (C-2020-69)

Council Information / Action Requested

Approval of Loan from Durant City Utilities Authority to City of Durant in the Amount of \$181,000 for Oklahoma LED Light Upgrade to be Paid on the First Day of Each Month for Forty-Two (42) Months with Interest at the Rate of 0.25% (C-2020-69).

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

ATTACHMENTS:

Description	Type	Upload Date
Loan Agreement C-2020-69	Exhibit	10/9/2020
Amortization Schedule	Exhibit	10/9/2020

LOAN AGREEMENT

THIS AGREEMENT is made as of the 13th day of October, 2020 by and between the City of Durant and the Durant City Utilities Authority, (DCUA), a public trust in order to confirm financing arrangements between the parties. For and in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Understanding. City of Durant agreed on September 8, 2020 at its monthly council meeting that there was a need for a lighting upgrade in city facilities. The City of Durant agreed with Oklahoma LED to improve lighting in City facilities to LED lighting. The DCUA, with this document, agrees to finance the LED lighting project on behalf of the City of Durant and the City of Durant agreed to repay the cost of the LED lighting project anticipating a cost of \$181,000.00. The City of Durant agrees to repay the DCUA the total cost of the project being \$181,000.00 to be paid over a 42 month period.
2. Financing. The cost of the City of Durant LED lighting project will be paid in the following manner: Of \$181,000.00 cost of the project the DCUA financed \$181,000.00 through a Loan Agreement with the City of Durant dated October 13, 2020 at an interest rate of 0.25%, with a monthly payment of \$4328.85 for a period of 41 months, and a final payment in month 42 of \$4329.07.
3. Repayment: The City of Durant acknowledges the indebtedness herein described and agrees to repay the total indebtedness to the DCUA under the following terms:

The City of Durant agrees to pay to the order of the DCUA the sum of \$181,000.00 at a rate of 0.25 percent annum \$4328.85 for a period of 41 months, and a final payment in month 42 of \$4329.07, with payments beginning January 20th following completion of the LED Lighting project.
4. Funding of Payment. The payment of the total indebtedness and interest shall be provided from the monthly utility saving by converting from convention to LED lighting.

Witness the hand and seal of the City of Durant this 13th day of October, 2020

Witness the hand and seal of the DCUA this 13th day of October, 2020

CITY OF DURANT

By: _____
Oden Grube, Mayor

Attest:

Cynthia Price, Secretary

DURANT CITY UTILITIES AUTHORITY

By: _____
Oden Grube, Chairman

Attest:

Cynthia Price, Secretary

LED LIGHT PROJECT FINANCING FROM DCUA

Loan	\$181,000.00	1	INTEREST RATE	0.25%		
Payment	\$4,328.85	41	Monthly			
Payment	\$4,329.07	1				
		INTEREST	PRINCIPAL	YLY INTST	YLY PRIN	
Loan 1		\$0.00	\$0.00	\$181,000.00		
1/20/2021	\$4,328.85	\$37.71	\$4,291.14	\$176,708.86		
2/20/2021	\$4,328.85	\$36.81	\$4,292.04	\$172,416.82		
3/20/2021	\$4,328.85	\$35.92	\$4,292.93	\$168,123.89		
4/20/2021	\$4,328.85	\$35.03	\$4,293.82	\$163,830.07		
5/20/2021	\$4,328.85	\$34.13	\$4,294.72	\$159,535.35		
6/20/2021	\$4,328.85	\$33.24	\$4,295.61	\$155,239.74	\$212.84	\$25,760.26
7/20/2021	\$4,328.85	\$32.34	\$4,296.51	\$150,943.23		
8/20/2021	\$4,328.85	\$31.45	\$4,297.40	\$146,645.83		
9/20/2021	\$4,328.85	\$30.55	\$4,298.30	\$142,347.53		
10/20/2021	\$4,328.85	\$29.66	\$4,299.19	\$138,048.34		
11/20/2021	\$4,328.85	\$28.76	\$4,300.09	\$133,748.25		
12/20/2021	\$4,328.85	\$27.86	\$4,300.99	\$129,447.26		
1/20/2022	\$4,328.85	\$26.97	\$4,301.88	\$125,145.38		
2/20/2022	\$4,328.85	\$26.07	\$4,302.78	\$120,842.60		
3/20/2022	\$4,328.85	\$25.18	\$4,303.67	\$116,538.93		
4/20/2022	\$4,328.85	\$24.28	\$4,304.57	\$112,234.36		
5/20/2022	\$4,328.85	\$23.38	\$4,305.47	\$107,928.89		
6/20/2022	\$4,328.85	\$22.49	\$4,306.36	\$103,622.53	\$328.99	\$51,617.21
7/20/2022	\$4,328.85	\$21.59	\$4,307.26	\$99,315.27		
8/20/2022	\$4,328.85	\$20.69	\$4,308.16	\$95,007.11		
9/20/2022	\$4,328.85	\$19.79	\$4,309.06	\$90,698.05		
10/20/2022	\$4,328.85	\$18.90	\$4,309.95	\$86,388.10		
11/20/2022	\$4,328.85	\$18.00	\$4,310.85	\$82,077.25		
12/20/2022	\$4,328.85	\$17.10	\$4,311.75	\$77,765.50		
1/20/2023	\$4,328.85	\$16.20	\$4,312.65	\$73,452.85		
2/20/2023	\$4,328.85	\$15.30	\$4,313.55	\$69,139.30		
3/20/2023	\$4,328.85	\$14.40	\$4,314.45	\$64,824.85		
4/20/2023	\$4,328.85	\$13.51	\$4,315.34	\$60,509.51		
5/20/2023	\$4,328.85	\$12.61	\$4,316.24	\$56,193.27		
6/20/2023	\$4,328.85	\$11.71	\$4,317.14	\$51,876.13	\$199.80	\$51,746.40
7/20/2023	\$4,328.85	\$10.81	\$4,318.04	\$47,558.09		
8/20/2023	\$4,328.85	\$9.91	\$4,318.94	\$43,239.15		
9/20/2023	\$4,328.85	\$9.01	\$4,319.84	\$38,919.31		
10/20/2023	\$4,328.85	\$8.11	\$4,320.74	\$34,598.57		
11/20/2023	\$4,328.85	\$7.21	\$4,321.64	\$30,276.93		
12/20/2023	\$4,328.85	\$6.31	\$4,322.54	\$25,954.39		
1/20/2024	\$4,328.85	\$5.41	\$4,323.44	\$21,630.95		
2/20/2024	\$4,328.85	\$4.51	\$4,324.34	\$17,306.61		
3/20/2024	\$4,328.85	\$3.61	\$4,325.24	\$12,981.37		
4/20/2024	\$4,328.85	\$2.70	\$4,326.15	\$8,655.22		
5/20/2024	\$4,328.85	\$1.80	\$4,327.05	\$4,328.17		
6/20/2024	\$4,329.07	\$0.90	\$4,328.17	\$0.00	\$70.29	\$51,876.13
	\$181,811.92	\$811.92	\$181,000.00		\$811.92	\$181,000.00
		INTEREST	PRINCIPAL			

015-019-569-85-70	TOTAL P&I
405-000-361-86-03	PRINCIPAL
405-000-361-86-04	INTEREST
CURRENT MONTHLY PAYMENT	\$8,182.00
LED MONTHLY EXPENSES	\$3,268.00
MONTHLY DEBT PAYMNT	\$4,328.85
MONTHLY CASH SAVED	\$585.15
INVEST IN LED LIGHT	\$251,880.00
DCUA PART OF INVST	\$70,838.00
LOAN AMOUNT FROM DCUA	\$181,000.00
3.5YEARS OF SAVING	24,576
BREAK EVEN MONTH	37



The City of Durant

Office of City Manager

Memorandum

Date:

To: Mayor and City Council

From: John Dean, City Manager

Re: Consider Relief of Building Permit Fees for the Durant ISD on the New Elementary School

Durant ISD has requested that the City Council consider relief from the building permit fees for the new DISD Elementary School building.

The Building Permit Fee has been calculated at \$16,662.10.

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
DISD Request	Cover Memo	10/7/2020
DISD Sales Tax Receipt September 2020	Cover Memo	10/7/2020



DURANT INDEPENDENT SCHOOL DISTRICT

Duane Merideth, Superintendent
1323 Waco Street, Durant, OK 74701
(580) 924-1276 Phone
(580) 924-6019 Fax

October 7, 2020

Dear Mayor Grube and Members of the Durant City,

In September 2019, the citizens of Durant voted in support to build a new elementary school, which is greatly needed for the continued growth within our community. As you are aware, our District is extremely frugal with taxpayer's funds and is always looking for ways to decrease expenses when possible. Today, the District comes to you to ask for assistance in lowering expenses in regards to this building project. We are asking for a decrease in the city permitting fees that are necessary to move forward. The District is not asking for all fees to be waived, simply for some consideration in decreasing the fees to the minimal amounts possible. All funds saved during this process will then be used to further enhance the completion of the project.

We are planning an official groundbreaking ceremony and hope that you can all join us. Invitations with the date and time will be sent out once plans have been finalized. We look forward to continuing to serve the families of Durant and educating the future leaders of our great community. Thank you for your gracious consideration.

Sincerely,

Duane Merideth
Superintendent
Durant Public Schools

Monthly Transfer Sheet

Period:

September-20

al 09/08/2020

Trasfer Date:

SEPTEMBER 2020

Sales Tax Transfer to DISD

(write a check out of FUB and take to Rachel Boone @ FUB)

Sales Tax for September - 2020	234,439.56
Use Tax for September - 2020	29,975.90
Total amount to Transfer	264,415.46

CITY OF DURANT
POOLED CASH ACCOUNT
P. O. BOX 578
DURANT, OK 74702-0578

2619

86-88/1031

PAY
TO THE
ORDER OF

DATE Sept. 21, 2020

CHECK ARMOR
TRAFFIC PROTECTION

DISD

\$ 264,415.46

\$ Two hundred sixty four thousand four hundred ~~fifty~~ ⁴⁶/₁₀₀ DOLLARS

U FirstUnited

Durant, Oklahoma 74702

920 Sales + Use Tax = Total

FOR 234,439.56 + 29,975.90 = 264,415.46

James Dalton
Ant Cloran

MP



The City of Durant

Grants Department

Memorandum

Date: 10/8/2020
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: FY2020 Community Development Block Grant (CDBG) Small Cities Grant Award 17980 CDBG 20 For Upgrading the Electrical and Controls System Infrastructure Improvements Supporting the City-Owned Water Treatment Plant. (C-2020-68)

1. Consideration to Accept the 2020 Community Development Block Grant (CDBG) Small Cities Grant Award 17980 CDBG 20 from Oklahoma Department of Commerce in the Amount of \$ 152,222.00 for Upgrading the Electrical and Controls System Infrastructure Improvements Supporting the City-Owned Water Treatment Plant. (C-2020-68)
2. Consideration to Adopt the Residential Anti-Displacement and Relocation Assistance Plan Relating to the 17980 CDBG 20 project.
3. Consider Authorization for Mayor to Sign Related Grant Award Documents for the 17980 CDBG 20 Project.

The city received grant award notice from OK Department of Commerce on September 25 for the FY20 CDBG Small Cities Grant 17980 CDBG 20 in the amount of \$ 152,222 with a required 1:1 cash match. On August 11, 2020 the council approved Resolution No. 2020-31, committing \$522,298 of the engineer estimate OR necessary funds to meet the 1:1 match for a successful project.

ODOC is having OKGrants system issue, and at this time, the contract can not be printed. The Performance Period is September 2020 - September 2022, and the Contract Budget from the application is attached.

Grant Contract Budget 17980 CDBG 20 (C-2020-68)
Itemized Cost Estimate
Leverage Resolution 2020-31
Residential Anti-Displacement and Relocation Assistance Plan

Council Information / Action Requested

1. Accept the 2020 Community Development Block Grant (CDBG) Small Cities Grant Award 17980 CDBG 20 (C-2020-68)

2. Adopt the Residential Anti-Displacement and Relocation Assistance Plan Relating to the 17980 CDBG 20 project.
3. Authorize Mayor to Sign Related Grant Award Documents for the 17980 CDBG 20 Project.

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

Becca will complete the grant contract process for the 17980 CDBG 20 documents.

ATTACHMENTS:

Description	Type	Upload Date
2020 CDBG Budget	Cover Memo	10/8/2020
2020 CDBG Cost Estimate	Cover Memo	10/8/2020
2020 CDBG Leverage Res 2020-31	Cover Memo	10/8/2020
2020 CDBG Anti-Displacement Plan	Cover Memo	10/8/2020

Summary of Project

Project Scope: Upgrade of electrical and controls system (Supervisory control and data acquisition - SCADA) for City-owned Water Treatment Plant.

The City of Durant lacks adequate electrical monitoring controls to effectively control, monitor and maintain water flow throughout the city-owned Water Treatment Plant (WTP). This insufficient electrical system control could potentially cause water quality issues.

The electrical controls and SCADA system needs to be upgraded to current standards in order to adequately control the functions of the water treatment plant. The majority of the system is more than 20 years old and is in poor condition.

Per an engineer review and city staff discussions, it is recommended for the electrical controls and SCADA system to be replaced - which will assist in better water quality throughout the Water Treatment Plant. The City is requesting CDBG funds in the amount of \$152,222 to assist with these improvements.

The City of Durant is pursuing other upgrades in the Water Treatment Plant to extend the life of the WTP and continue providing quality water for all citizens.

Budget Summary

Funds

Construction -	\$152,222.00
Engineering/Architect -	\$0
Inspection -	\$0
Other -	\$0
Activity Delivery -	\$0
Planning -	\$0
TOTAL CDBG -	\$152,222.00
TOTAL LEVERAGE -	\$522,298.00
TOTAL FUNDS -	\$674,520.00

WALL ENGINEERING, LLC

P.O. Box 1457

Durant, OK 74702

Ph: 580-924-1800 Fax: 580-924-1801

City of Durant 2020 CDBG WTP Electrical & Controls Improvements Preliminary Cost Estimate August 17, 2020			
		FUNDING	
ITEM	Total Cost	City of Durant	CDBG
Mobilization	\$ 15,000.00	\$ 15,000.00	\$ -
Telemetry Improvements	\$ 6,650.00	\$ 6,650.00	\$ -
Replace Filter Control Consoles	\$ 121,230.00	\$ -	\$ 121,230.00
Replace HMI Hardware & Related Equipment	\$ 31,450.00	\$ 31,450.00	\$ -
Replace Lab SCADA Aquisition Equipment	\$ 18,890.00	\$ 18,890.00	\$ -
Remove 2300 V Feed & Replace with 480 V Feed	\$ 65,120.00	\$ 34,128.00	\$ 30,992.00
Replace PLC & Equipment in High Service Pumps	\$ 14,560.00	\$ 14,560.00	\$ -
Tmt Plant Electrial, Control, & SCADA Equipment	\$ 184,400.00	\$ 184,400.00	\$ -
Emergency Backup Power Generators w/ ATS	\$ 146,010.00	\$ 146,010.00	\$ -
Construction SubTotal	\$ 603,310.00	\$ 451,088.00	\$ 152,222.00
Engineering	\$ 49,431.00	\$ 49,431.00	\$ -
Construction Inspection	\$ 18,059.00	\$ 18,059.00	\$ -
Survey, Report & Data Collection	\$ 3,720.00	\$ 3,720.00	\$ -
Project Total	\$ 674,520.00	\$ 522,298.00	\$ 152,222.00

Resolution No. 2020 – 31

**A RESOLUTION FOR LEVERAGED FUNDS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FY 20 Small Cities Program**

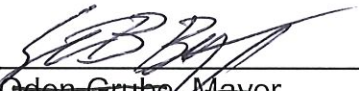
The City of Durant has determined the critical need for improvements at the publicly owned Water Treatment Plant to benefit the entire Durant community. Proposed improvements include an upgrade of the electrical and controls system (SCADA); and

WHEREAS, the City of Durant is submitting a grant application to the Oklahoma Department of Commerce through the FY20 CDBG Small Cities Program requesting funds in the approved allocation amount of **\$ 152,222.22** - for the necessary Water Treatment Plant improvements; and

WHEREAS, the City of Durant is committing local funds, which includes the required 1:1 ratio leverage source, in the form of city budget cash funds to support the FY20 CDBG Small Cities application budget.

NOW THEREFORE, BE IT RESOLVED, as identified in the proposed project budget, the City will provide **\$ 522,298** or necessary funds exceeding the 1:1 match requirement to successfully complete the 2020 CDBG Small Cities Water Treatment Plant improvements.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant, Oklahoma this August 11, 2020, at a regular scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. § 301 et seq.


for ~~Oden Grube, Mayor~~
Steve Brittingham, Vice Mayor

ATTEST:


Cynthia Price, City Clerk



**RESIDENTIAL ANTI-DISPLACEMENT
AND
RELOCATION ASSISTANCE PLAN
17980 CDBG 20**

The **City of Durant** will undertake a public infrastructure improvements project, partially funded through the 2020 Community Development Block Grant Small Cities Program grant contract # 17980 CDBG 20. The infrastructure project includes Upgrading the Electrical and Controls System supporting the City-owned Water Treatment Plant, 844 Caddo Hwy - Caddo, OK 74729.

No demolition or conversion of low / moderate-income dwelling units is anticipated by the **City of Durant** in conjunction with the activities assisted with these funds. Under Section 104 (d) of the Housing and Community Development Act of 1974, as amended (the Act), if such demolition occurs, before obligating or expending funds that will directly result in such demolition or conversion, the **City of Durant** will make public and submit to the Oklahoma Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low / moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low / moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low / moderate-income household in the jurisdiction.

If displacement of low / moderate-income households occurs in conjunction with the public infrastructure improvements funded with CDBG funds, the **City of Durant** will provide relocation assistance, as described in 570.496 (b) (2) to each low / moderate-income household displaced by the demolition of housing or by the conversion of a low / moderate-income dwelling to another use as a direct result of assisted activities.

Adopted this 13th day of October 2020.

City of Durant, A Municipal Corporation

ATTEST:

Cynthia Price, City Clerk

Oden Grube, Mayor



The City of Durant

Grants Department

Memorandum

Date: 10/8/2020
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: U.S. Dept of Interior Bureau of Reclamation WaterSMART Water and Energy Efficiency Grant Program (WEEG) R19AP00124 (C2020-18).

1. Consideration to Approve Construction Contract Agreement (C-2020-18CC) to Core & Main LP in the Amount of \$ 3,514.078.00 Related to the U.S. Department of Interior Bureau of Reclamation WaterSMART Water and Energy Efficiency Grant Program (WEEG) R19AP00124 for the City-Wide AMI / AMR Meter Improvements Project (C-2020-18).

2. Authorize Mayor and City Attorney to Sign all Related Construction documents for R19AP00124 related to the City-Wide AMI / AMR Meter Improvements Project (C-2020-18).

The bid was awarded in the amount of the Contract on September 8 and City attorney has reviewed / approved the entire contract document.

SEE ATTACHMENTS:

Notice of Award: Sept 8 to Core & Main LP
Construction Contract Award: C-2020-18 CC

Council Information / Action Requested

Approve Construction Contract Agreement (C-2020-18CC) to Core & Main LP in the Amount of \$ 3,514.078.00.

Authorize Mayor and City Attorney to Sign all Related Construction documents for R19AP00124

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

Becca will complete the contract process with the BOR office and engineer to proceed.

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

2019 BOR - NOA Core & Main

Cover Memo

10/8/2020

2019 BOR - Construction Contract - Core & Main

Cover Memo

10/8/2020

NOTICE OF AWARD

Date of Issuance: September 8, 2020

OWRB CWSRF Project No.: ORF-19-0019-CW

Owner: City of Durant

Owner's Contract No.: DU-19-03

Engineer: Wall Engineering, LLC

Engineer's Project No.: DU-19-03

Project: AMI Meter Improvements

Contract Name: N/A

Bidder: Core & Main LP

Bidder's Address: 14701 E 116th ST N.,
Owasso, OK 74055

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 3, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **AMI Meter Improvements to include replacement of 6,000 meters and appurtenances as required.**

The Contract Price of the awarded Contract is: Three Million Five Hundred Fourteen Thousand Seventy-Eight Dollars and Zero Cents (\$3,514,078.00)

6 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 6 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Durant

Oden Stube

By:

Title: Mayor

Copy: Engineer



AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Durant ("Owner") and
Core & Main LP ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: AMI Meter Improvements

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: AMI Meter Improvements*

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Wall Engineering, LLC.
- 3.02 The Owner has retained Wall Engineering, LLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days
 - B. The Work will be substantially completed within 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 days after the date when the Contract Times commence to run.
- 4.02 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.03 Deleted

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract for all Work, at the prices stated in Contractor's Bid:

Three Million Five Hundred Fourteen Thousand Seventy-Eight Dollars and Zero Cents (\$3,514,078.00)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 7 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The Contractor acknowledges to and for the benefit of the Owner and the Oklahoma Clean Water State Revolving Fund that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. Maintenance bond

5. General Conditions
6. Supplementary Conditions
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 3 sheets with each sheet bearing the following general title: City of Durant – AMI Meter Improvements
9. Addenda (0 to 2)
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bidding Documents
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 9/23/2020 (which is the Effective Date of the Contract).

OWNER: City of Durant

CONTRACTOR: Core & Main LP

By: Oden Grube

By: MIKE BECKHAM

Title: Mayor

Title: BRANCH MANAGER

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: Leanne Marie Woodson

Title: _____

Title: ADMIN. ASST.

Address for giving notices:

Address for giving notices:

City of Durant

Core & Main LP

300 W Evergreen

14701 E 116th ST N.

Durant, OK 74701

Owasso, OK 74055

License No.: NA

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



The City of Durant

Grants Department

Memorandum

Date: 10/8/2020
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: FAA Airport Improvement Program (AIP) Grant Agreement DUASWG-3-40-0025-014-2020 Construction Contract (C-2020-61CC) for the Install NAVAID Wind Cone Project (C-2020-60)

1. Consideration to Approve Construction Contract (C-2020-61CC) to Electric Power Solutions, LLC in the Amount of \$17,500 Related to the FAA Airport Improvement Program (AIP) Grant Agreement DUASWG-3-40-0025-014-2020 (C-2020-60) for the Install NAVAID Wind Cone Project for Improvements at Durant Regional Airport – Eaker Field. (C-2020-61)

2. Authorize Mayor and City Attorney to Sign all Related Construction Documents Related to DUA-SWG-3- 40-0025-014-2020. (C-2020-60)

The Bid for the project was awarded by council on September 8 and the City Attorney has reviewed / approved the Contract document.

SEE ATTACHMENT:

Electric Power Solutions: Construction Contract C-2020-61CC

Council Information / Action Requested

Approve Construction Contract (C-2020-61CC) to Electric Power Solutions, LLC in the Amount of \$17,500.

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

Becca will complete the contract process with the FAA and project engineer office to proceed.

ATTACHMENTS:

Description	Type	Upload Date
FAA - Wind Cone Construction Contract	Cover Memo	10/8/2020

CONSTRUCTION CONTRACT

THIS CONTRACT, made the 10th day of September 2020, by and between **Electric Power Solutions LLC**, hereinafter called CONTRACTOR, and the **City of Durant** hereinafter called OWNER.

ARTICLE 1, SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications which are entitled:

**Install Wind Cone
AIP Project 3-40-0025-014-2020
Durant Regional Airport-Eaker Field**

hereinafter called the PROJECT, and as prepared by LBR Inc., hereinafter called the ENGINEER, and shall do everything required by this Contract, the specifications, and drawings. The observation of construction of this Contract shall be under the supervision of the ENGINEER.

ARTICLE 2, TIME OF COMPLETION

The work to be performed under this contract shall commence on the first working day after the date of written "Notice to Proceed" of the Owner is issued and shall be fully completed within 1 working day from the notice to proceed for phase 1 and 9 working days for phase 2.

ARTICLE 3, AMORTIZATION PAYMENT REQUIREMENTS

The CONTRACTOR does hereby agree to pay to the OWNER liquidated damages for such time, as each individual phase of the PROJECT is not acceptable for occupancy beyond the contract time. Liquidated damages shall be \$400.00 per working day, for each individual phase, after the above stated days have expired after the date of "Notice to Proceed." For example, phase 2, each working day after the 9 working days allotted are used, shall be charged as a liquidated damages days for such time as the individual phase of the PROJECT is acceptable for occupancy.

In addition, the CONTRACTOR does hereby agree to pay to the OWNER as liquidated damages the cost of all failed tests performed by the OWNER'S qualified representative in accordance with Section 60-02 of the General Provisions.

Any sum of money owed to the CONTRACTOR, under the terms of this contract, which has been retained by the OWNER, may be used to pay the liquidated damages to the OWNER.

The ENGINEER shall certify, after consultation with the CONTRACTOR and the OWNER, the date on which the PROJECT is available for occupancy.

The OWNER shall furnish the site and access to the site. Further, the OWNER shall do all things within its power to cooperate with the CONTRACTOR and to facilitate the CONTRACTOR'S efforts to complete the work as provided in the contract. The CONTRACTOR is relieved of responsibility for the payment of such liquidated damages only to the extent that the failure of space to be available for occupancy in accordance with the completion time established in Article 2 is caused by Acts of God.

ARTICLE 4, CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract in current funds the sum of Seventeen Thousand, Five Hundred Dollars (\$17,500.00).

ARTICLE 5, THE CONTRACT DOCUMENTS

Drawings and specifications referred to in Article 1 herein are a part of this contract as if hereto attached and herein repeated. This contract is based on plans and specifications dated April 2020, and addenda thereto as follows: N/A, this Construction Contract, and the attached Required Contract Provisions for Airport Improvement Program for Obligated Sponsors, Issued June 19, 2018.

It is agreed that changes, additions, or deletions may be made to the drawings and specifications and work to be performed only upon an agreement executed in writing entered into by parties to this contract.

ARTICLE 6, CLAIM OR INVOICE AFFIDAVIT

Each monthly estimate for payment must contain, or have attached, an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature, executed on a form similar and essentially the same as that (page CA-1) bound in the specifications.

ARTICLE 7, CONTINGENCY AGREEMENT

The contract is contingent upon the "Notice to Proceed."

ARTICLE 8, THE SWORN, NOTARIZED STATEMENT BELOW (PAGE C - 6) MUST BE SIGNED AND NOTARIZED BEFORE THIS CONTRACT WILL BECOME EFFECTIVE.

ARTICLE 9, HOLD HARMLESS, INDEMNIFY AND DEFEND CLAUSE

Any Contractor or Subcontractor performing work in connection with drawings and specifications for this Project shall hold harmless, indemnify and defend the Owner and the Engineer, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants or their officers, agents and employees.

ARTICLE 10, FEDERAL REQUIREMENTS

The Required Contract Provisions for Airport Improvement Program for Obligated Sponsors, Issued June 19, 2018 (Federal Provisions) attached hereto as Appendix "A" shall govern the execution of this Construction Contract. These Federal Provisions shall supersede any other such federal requirement set forth in the bidding documents or found elsewhere in the Contract Agreement or Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Electric Power Solutions, LLC
CONTRACTOR

ATTEST:

Donna McCrite

By Cliff Cullen

Title Owner

CITY OF DURANT

ATTEST:

CITY CLERK

MAYOR

APPROVED as to form and legality this _____ day of _____, 20____.

MUNICIPAL COUNSELOR

Bond # 1016683

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Electric Power Solutions, LLC
PO Box 839, Lone Grove OK 73443, as Principal,
 hereinafter called Contractor, and Oklahoma Surety Company
Ohio,
 a corporation organized and existing under the laws of the State of ~~Oklahoma~~, as Surety, hereinafter
 called Surety, are held and firmly bound unto City of Durant
 as Oblige, hereinafter called Owner, in the amount of Seventeen Thousand Five Hundred Only
Dollars (\$17,500.00)).

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors
 and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated September 10, 2020, entered into
 a contract with Owner for

AIP Project 3-40-0025-014-2020 Durant Regional Airport-Eaker Field

in accordance with drawings and specifications prepared by _____

 (Here insert full name, title and address)

_____ which contract is by reference made a part hereof, and is hereinafter referred to
 as the Contract.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
 promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain
 in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner
 having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and
 conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the
 Owner elects, upon determination by the Owner and the Surety jointly of the lowest
 responsible bidder, arrange for a contract between such bidder and Owner, and make
 available as work progresses (even though there should be a default or a succession of
 defaults under the contract or contracts of completion arranged under this paragraph)
 sufficient funds to pay the cost of completion less the balance of the contract price; but not
 exceeding, including other costs and damages for which the Surety may be liable hereunder, the
 amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in
 this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract
 and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

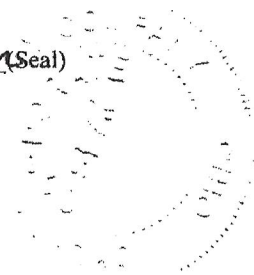
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 28th day of September, 2020, in the presence
of: Electric Power Solutions, LLC

Donna McOrte By Cliff Cullen (Seal)
(Witness)

Oklahoma Surety Company Principal
(Surety)

Lisa Stewart By Kim Kingery Crowson (Seal)
(Witness) Kim Kingery Crowson, Attorney In Fact



STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that Electric Power Solutions, LLC
PO Box 839, Lone Grove OK 73443, as Principal,
 and Oklahoma Surety Company
 a corporation authorized under the laws of the State of Ohio and authorized to transact
 business in the State of Oklahoma, as Surety, are held and firmly bound unto City of Durant
in the penal sum of Seventeen Thousand Five Hundred
 (Owner)
 Only ---- (\$ 17,500.00)

in lawful money of the United States of America, for the payment of which, well and truly to be made we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

DATED this 28th day of September, 20 20.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written contract with

City of Durant

(Owner)

DATED September 10, 20 20, for
AIP Project 3-40-0025-014-2020 Durant Regional Airport-Eaker Field

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

(Name and Address of Owner)

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Principal Electric Power Solutions, LLC

Donna McCrite
Secretary

By Cliff Coen owner
Title

Surety Oklahoma Surety Company

By Kim Kingery Crowson
Attorney-In-Fact Kim Kingery Crowson

DEFECT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Electric Power Solutions, LLC,
as Principal, and Oklahoma Surety Company,
a corporation organized under the laws of the State of Ohio
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto
City of Durant
(Owner)

in the penal sum of Seventeen Thousand Five Hundred Only
Dollars (\$ 17,500.00)

in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with _____
City of Durant
(Owner)

dated September 10, 2020, for

AIP Project 3-40-0025-014-2020 Durant Regional Airport-Eaker Field

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

(Name and Address of Owner)

NOW, THEREFORE, if said Principal shall pay or cause to be paid to City of Durant
(Owner)

all damage, loss, and expense that may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by
City of Durant; then this obligation shall be null and void,

(Owner)

otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-fact, duly authorized so to do, the day and year first above written.

Dated this 28th day of September, 20 20.

PRINCIPAL:

Electric Power Solutions, LLC

By Cliff Carlson

ATTEST:

Donna McIntire

SURETY:

Oklahoma Surety Company

By Kim Kingery Crowson
Attorney-In-Fact Kim Kingery Crowson

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Peter M. Fennell, Kelly Hitt, Kim Kingery Crowson and Arthur A. Ricketts, all of ARDMORE, OK

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 07 day of April, 2015



ATTEST:

SHARON HACKL

Secretary

OKLAHOMA SURETY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 07 day of April, 2015 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

COUNTY OF TULSA

SS

Commission # 11008253My Commission expires: 09-08-15

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of September, 2020



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY



ELECPOW-01

K KINGERY

CERTIFICATE OF LIABILITY INSURANCE

C-2020-61CC
DATE (MM/DD/YYYY)
9/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rickets Fennell & Associates, LLC 130 B St SW Ardmore, OK 73401	CONTACT NAME: Drew Rickets	
	PHONE (A/C, No, Ext): (580) 223-4343	FAX (A/C, No):
INSURED Electric Power Solutions LLC PO Box 839 Lone Grove, OK 73443	E-MAIL ADDRESS: drickets@ricketsfennell.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: Continental Insurance Co.	35289
	INSURER C: National Fire Insurance of Hartford	20478
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			PMT 6056781987	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BUA 6056781990	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CUE 6056782010	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 6056782007	2/1/2020	2/1/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AIP Project 3-40-0025-014-2020 Durant Regional Airport-Eaker Field

CERTIFICATE HOLDER

CANCELLATION

City of Durant
300 West Evergreen
Durant, OK 74701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this section.
- B. In the event of the Contractor's non-compliance with this non-discrimination clause, the Contract may be canceled or terminated by the Owner. The Owner may declare the Contractor ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

I have read the above stated clause and agree to abide by its requirements.



CONTRACTOR'S SIGNATURE

ATTEST



SECRETARY

Appendix A – CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **10.18%**

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer

identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Oklahoma, Bryan County, City of Durant.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition

Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

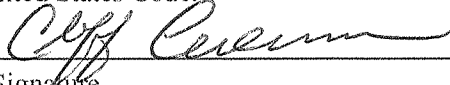
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

9-30-20
Date


Signature

Electric Power Solutions, LLC
Company Name

Owner
Title

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The City of Durant, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon

poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon

request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training

Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Durant. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Durant. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to

and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are

maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or

- c) Is only available at an unreasonable price.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- c) The applicant represents that it is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- d) The applicant represents that it is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- e) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- f) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- g) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- h) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference *only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.*



The City of Durant

Grants Department

Memorandum

Date: 10/8/2020
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: U.S. Department of Commerce Economic Development Administration (EDA) Public Works Grant No. 08- 01- 05284 (C-2019-22) Construction Contract (C-2019-22CC) Related to Wastewater Treatment Plant Facility Improvements.

1. Consideration to Approve Construction Contract (C-2019-22CC) to Wynn Construction Co. Inc. of Oklahoma City, OK in the Amount of \$1,699,000.00 Related to EDA Public Works Grant Award No. 08- 01- 05284 (C-2019-22) for Wastewater Treatment Plant Facility Improvements - Contingent Upon all Required Documentation Approved by U.S. Department of Commerce Economic Development Administration (EDA).

2. Authorize Mayor and City Attorney to Sign all Related Construction documents for EDA Public Works Grant Award No. 08- 01- 05284 (C-2019-22)

The bid was awarded in the amount of the Contract on September 8. At the time of this memo, all contract documents have not been received from contractor. Once received, EDA and City attorney will review for approval.

SEE ATTACHMENTS:

DRAFT Construction Contract: C-2019-22 CC

Council Information / Action Requested

1. Approve Construction Contract (C-2019-22CC) to Wynn Construction Co. Inc. of Oklahoma City, OK in the Amount of \$1,699,000.00 – with contingency of EDA and attorney approval.
2. Authorize Mayor and City Attorney to Sign all Related Construction documents for EDA Public Works Grant Award No. 08- 01- 05284 (C-2019-22)

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

Becca will complete the contract process with the EDA office and engineer to proceed

ATTACHMENTS:

Description	Type	Upload Date
EDA 05284 Const Contract DRAFT C-2019-22CC	Cover Memo	10/8/2020

**SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Durant _____ (“Owner”) and
_____ Wynn Construction Co., Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: WWTF Belt Filter Press System

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: WWTF Belt Filter Press System

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Wall Engineering, LLC (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and

difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the summation of the unit prices outlined in the bid form and attached as reference to this agreement.

One Million Six Hundred Ninety-Nine Thousand Dollars and Zero Cents (\$1,699,000.00)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character

and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of seven (7) percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained

from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. Statutory Bond
 - 5. General Conditions
 - 6. Supplementary Conditions
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings consisting of _ sheets with each sheet bearing the following general title:
 - 9. Addenda (numbers 0 to 2, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid
- b. Documentation submitted by Contractor prior to Notice of Award:

Statement of Qualifications
Noncollusion Affidavit
Business Relationships Affidavit
Certificate(s) of Insurance
Section 3 Affidavit
Payroll Affidavit

- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: City of Durant

CONTRACTOR: Wynn Construction Co., Inc.

By: Oden Grube

By: _____

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Durant

Wynn Construction Co., Inc.

300 W Evergreen St.

11901 N. Eastern Ave.

Durant, OK 74701

OKC, OK 73131

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:



The City of Durant

Office of Community Development

Memorandum

Date: 10/1/2020
To: Mayor and City Council
From: Danielle Barker, Community Development Director
Re: Consideration of PC2020-17 Final Plat for Property on Cemetery Road near Rodeo Road
(1) Public Hearing
(2) Consideration and action on PC2020-17 Final Plat

Request: Consider a request from Brad Aycock of Active Real Estate, for a final plat on Cemetery Road near Rodeo Road.

Current Zoning: A-1, General Agriculture

Surrounding Properties:

Direction	Zoning	Use
North	A-1	Bypass
East	R-1	Vacant Property
South	A-1	Single Family Uses (Large Lots)
West	A-1	Vacant Property

Applicant: Brad Aycock, Active Real Estate

Background: Applicants approached staff regarding filing for a final plat for property located at the end of Cemetery Road near Rodeo Road. The Final Plat shows there being a total of six tracts that are 5-acres a piece. The applicant has stated this is proposed to be agricultural and single family housing. The applicant further states that no new streets are proposed as all new lots will meet the current minimum frontage requirements per ordinances.

Analysis: The subject property is approximately 30 acres total and is divided into 6 lots. Each of the lots meet current standards for the zoning category. Also each of the lots are large enough to accommodate for septic/aerobic systems if need be. City maps show there is a water line that runs along Cemetery Road. No public improvements are required for this final plat. The main reason that this project was required to go through the final plat process was due to the number of lots that was being created.

The current Land Use Map has this area as agricultural; therefore, this final plat request is in compliance with the Comprehensive Plan. It should be noted that the Future Land Use map is in the process of being updated meaning this area could potentially change in the future.

Staff Recommendation: Staff recommends that Council follow the recommendation from the Planning Commission to approve the final plat request.

Required Action: Hold a public hearing and approve or deny the final plat request for the location on Cemetery Road near Rodeo Road. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

Staff recommends that Council follow the recommendation of the Planning Commission to approve the final plat request.

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

GIS to update City maps
Community Development to notify applicant

ATTACHMENTS:

Description

PC 2020 - 17 Attachments

Type

Cover Memo

Upload Date

10/7/2020

Subdivision/Plat Application

Petition # 2020-17

Fee \$ 300

Expedited Fee \$ _____

Preliminary Plat: ☒

Final Plat: ☒

APPLICANT INFORMATION

Name: Brad Aycock, Active Real Estate	Email: brad@durantokhomes.com	Phone #1 580-775-4714
Mailing Address: 1205 W Main St, Durant, OK 74701		Phone #2 580-924-4003
City: Durant	State: OK	Zip: 74701
Applicant's Interest in Property: REALTOR/Real Estate Broker for Landowner		Fax # 888-228-4270

SURVEYOR INFORMATION

Name: Marcus Heilman, Section 37 Surveying & Mapping	Email: surveyor@section-37.com	Phone #1 580-786-4363
Mailing Address: PO Box 1876, Duncan, OK 73534		Phone #2
City: Duncan	State: OK	Zip: 73534
Surveyor Oklahoma License Number: PLS# 1827		Fax #

ENGINEER INFORMATION

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

LAND INFORMATION

Legal Description: See attached survey. 30 acres in Section 8, T7S, R9E	Parcel Number: A part of: 0000-08-07S-09E-1-001-00
Proposed Subdivision Name: TBD	Current Zone: A1
Proposed Use: Agricultural and Single Family Homes	Proposed Zone: A1
Current Property Owner's Name: Monny Mullins and Stephanie Mullins	

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

Applicant: B.H.W. Date: 9-10-20

Office Use Only

Date Filed <u>9/10/20</u> <u>DB</u>	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:

The proposed use will be Agriculture and Single Family Housing.

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking:

Parking will be addressed by future landowners as they decide to build homes or other outbuildings.

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

No offensive areas planned. Development not currently being considered by landowner.

3. Traffic Impacts:

All newly subdivided tracts will have access and road frontage (min. 200 ft) on Cemetery Rd.

We do not expect these tracts to have any significant or material affect on traffic counts in the future.

4. Protection of Neighborhoods:

There are currently no nearby neighborhoods. Surrounding and adjacent land is zoned A1. Across the street, there is a Residential subdivision, but no dirt work or housing has been started at the time of this application.

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

None.

Please list or describe any other reasons to support this Subdivision/Final Plat Application.

Landowner wishes to convey the land to one or more third parties for use as Single Family Homes and/or other agricultural uses. Current zoning meets these needs and the 5 acre minimum size required for A1 zoning will be kept. No new streets will need to be created, and the proposed tracts will have the minimum required road frontage outlined in the City of Durant Ordinances.

ADDENDUM

PROPERTY:

000 Cemetery Road

Durant

OK 74701

This addendum is attached to the Subdivision Application submitted to the City of Durant for "Okie Acres".

In regards to the Okie Acres subdivision application for 30 acres on Cemetery Road, with the City of Durant, we the undersigned property owners, Monny and Stephanie Mullins, represent the following:

We wish to apply for subdivision of 30 acres on Cemetery Road as laid out in the foregoing application. The subdivision is for six 5 acre lots. In our absence, we would like our Real Estate Broker, Brad Aycock, to facilitate the gathering of any information requested by the City of Durant, the Planning and Zoning Commission, or City Council of Durant.

Date: X 9-30-20

X Monny Mullins

Monny Mullins

Signature

Date: _____

Date: X 9-30-20

X Stephanie Mullins

Stephanie Mullins

Signature

Date: _____

Blank Addendum

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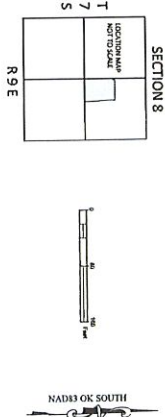
1. Marcus T. Heman, a Professional Land Surveyor in the State of Oklahoma, hereby certifies that I have made a careful survey of the foregoing described property designated as the Final Plat of Olek Acres, in addition to the City of Dunn, Bryan County, Oklahoma, and that the foregoing plat represents said survey and that monuments, as shown on this plat, have been located or placed at all lot corners unless noted. This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. Witnessed by my hand and seal on the 20 day of September, 2020.

STATE OF OKLAHOMA
COUNTY OF STEPHENS

Before me, this undersigned, a notary public in and for said county and state on the _____ day of _____, 2000, personally appeared Marcos T. Heitman, to me known to be the _____ identified person who the name of the maker thereof to the foregoing instrument, and duly acknowledged to me that he executed the same as his free and voluntary act and deed of such partnership for the uses and purposes therein set forth. Given under my hand and seal the day and year last written above.

My Commission Expires: _____
Date: _____
Notary Public _____

Subject property is not in a Special Flood Hazard Area subject to inundation by the 1% annual chance flood according to Flood Insurance Rate Map #40013C0310E, dated June 2, 2011.



SECTION 37 SURVEYING & MAPPING
P.O. Box 1276, DUNCAN, OK 73534
(580) 778-4343 survey@pfsction-37.com
Certificate of Authorization #7984

Survey Conducted: 6/20 - TBD

Last Site Visit: TBD

Know all men by these presents that Mervyn & Stephanie Mullins, hereby certify that they are the owners of, and the only people, firm or corporation having any right, title, or interest in or to the land shown on the Final Plat of Okfus Acres, an addition to the City of Durant, Bryan County, Oklahoma. That they have caused the same to be platted into lots, streets and easements as shown on said Final Plat, which said Final Plat represents a careful survey of all property included therein under the Final Plat of Okfus Acres, an addition to the City of Durant, Bryan County, Oklahoma.

Moray & Stephania Mullins do hereby dedicate public streets and easements, as shown on said Final Plat, to the use of the public, for public highways, streets, fire protection, utility and drainage easements for their heirs, executors, administrators, successors and assigns forever and have caused the same to be released from all encumbrances to be executed on this _____ day of _____, 2020.

Monny Mullins

STATE OF OKLAHOMA
COUNTY OF BRYAN

Stephanie Mullins

Before me, the undersigned, a notary public in and for said county and state on the _____ day of _____, 2020, Brother _____, a duly qualified and duly sworn member of the _____ of the _____, personally appeared Mommy & Stephanie Mullins, to me known to be the identical persons who the name of the maker thereof to the foregoing instrument, and duly acknowledged to me that they executed the same as their free and voluntary act and deed in said partnership for the uses and purposes therein set forth. Given under my hand and seal the day and year last written above.

my Commission Expires, _____
Date _____
Notary Public _____

I, Prady Sullivan, do, to hereby certify that I am duly elected, qualified and acting County Treasurer of Bryan County, State of Oklahoma, that the tax records of said county show all taxes are paid for the year 2020 and prior years on the land shown as the Final Plot of Acre Acres, an addition to the City of Durant, Bryan County, Oklahoma, that the requirements of the Oklahoma Tax Code have been met, and that the County Treasurer, guaranteeing payment of the taxes for the current year, has been deposited in the Office of the County Treasurer, guaranteeing payment of the taxes for the current year. In witness, whereof, said County Treasurer has caused the instrument to be executed at Durant, Oklahoma, this _____ day of _____, 2020.

County Treasurer

I, Cynthia Price, City Clerk of the City of Duram, Oklahoma, hereby certify that I have examined the records of said City and find that all delinquent payments on unimproved installments upon special assessments have been paid in full and that there are no special assessment proceedings now pending against the land shown on the Final Plat of 0.06 Acres, an addition to the City of Duram. Signed by the City Clerk this ____ day of _____, 2020.

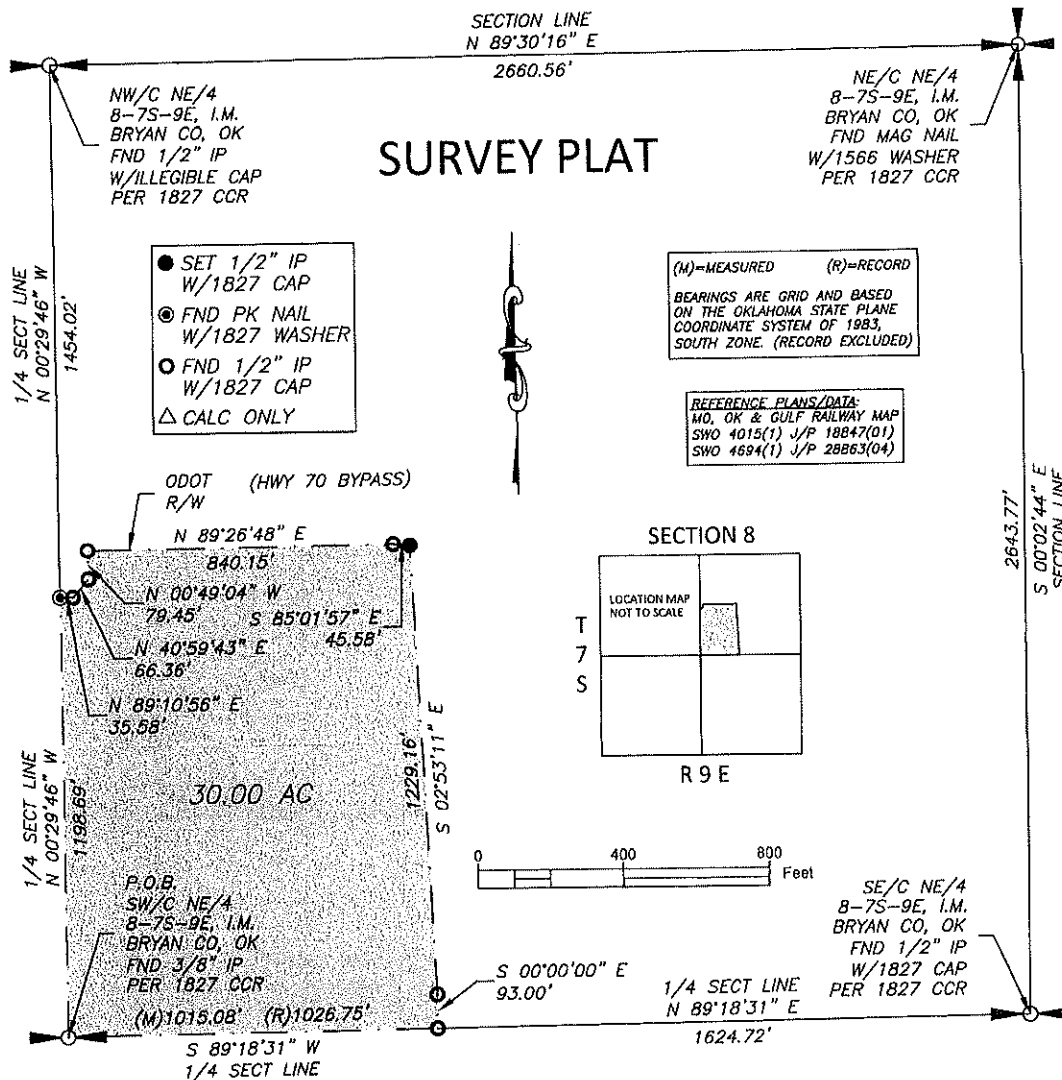
City Clerk

Pursuant to Durrant subdivision regulations, this document was given approval by the Durrant City Council at a meeting held on the _____ day of _____, 2020. All of the conditions for approval having been completed, this document is hereby accepted and this certificate executed under authority of such regulations.

Date of Execution _____
Attest, City Clerk _____
Mayor _____

This document, number _____, filed for record on the _____ day of _____, 2020 at _____ in Plat Book _____ at Page _____.

County Clerk



LEGAL DESCRIPTION: (as created by this survey)

A tract of land described as: Beginning at the SW/C of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Meridian in Bryan County, Oklahoma; Thence N00°29'46"W, along the West Line of said NE/4, a distance of 1198.69 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 5 courses: N89°10'56"E a distance of 35.58 feet; N40°59'43"E a distance of 66.36 feet; N00°49'04"W a distance of 79.45 feet; N89°26'48"E a distance of 840.15 feet; S85°01'57"E a distance of 45.58 feet; Thence S02°53'11"E, leaving said R/W, a distance of 1229.16 feet; Thence S00°00'00"E a distance of 93.00 feet to a point on the West R/W Line of the abandoned MO, OK & Gulf Railway and the South Line of said NE/4; Thence S89°18'31"W, along the South Line of said NE/4, a distance of 1015.08 feet (R=1026.75') back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N00°29'46"W along the West Line of said NE/4. This description was prepared on June 22, 2020 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 30.00 acres of land.

CERTIFICATE OF SURVEY:

This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Marcus T. Heilman 1827
Name of Surveyor and PLS #

6/22/20
Date of Signature

6/22/20
Date of Last Site Visit



SECTION 37 SURVEYING & MAPPING

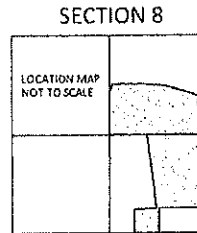
P.O. Box 1876, DUNCAN, OK 73534
(580) 786-4363 surveyor@section-37.com
Certificate of Authorization #7984

Survey For: Monny Mullins

Field Survey Conducted: 6/22/2020

SURVEY PLAT

Marcus T. Hellmon 1827
Name of Surveyor and PLS #
12.19.19
Date of Signature
12.18.19
Date of Last Site Visit



LEGAL DESCRIPTIONS ON SHEET 2

800 Feet
400
0

30.00 AC
Total
(6) 5 acre tracts

CERTIFICATE OF SURVEY:
This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

NW/4 NE/4
8-7S-9E, I.M.
BRYAN CO, OK
FND 1/2" IP
W/ILLEGIBLE CAP
PER 1473 &
1324 CCRs
FILED NEW CCR

- SET 1/2" IP
W/1827 CAP
- SET PK NAIL
W/1827 WASHER
- FND EXISTING
MONUMENT
- △ CALC ONLY



TRACT A
66.76 AC

SECTION 37 SURVEYING & MAPPING
P.O. Box 1676, DUNCAN, OK 73554
(580) 796-4363 • surveyor@section-37.com
Certificate of Authorization #7984
Survey for: Buddy Yandell
Field Survey Conducted: 12/11 & 12/18/2019

P.O.B. TRACT A
P.O.C. TRACT B
SW/4 NE/4
8-7S-9E, I.M.
BRYAN CO, OK
FND 3/8" IP
PER 1473 CCR
FILED NEW CCR
(M)1015.08 (R)1026.75

BISHOP, JAMES & BETHANY
BK 1415, PG 968
(M)1039.72 (R)1048.82
CHILDS, DORTHA
BK 1379, PG 1147
(M)1063.79 (R)1070.39

(M)=MEASURED (R)=RECORD
BEARINGS ARE GRID AND BASED
ON THE OKLAHOMA STATE PLANE
COORDINATE SYSTEM OF 1983.
SOUTH ZONE. (RECORD EXCLUDED)

REFERENCE PLANS/DATA:
MO, OK & GULF RAILWAY MAP
SWO 4015(1) J/P 18847(01)
SWO 4694(1) J/P 28863(04)

GARNER, STEPHEN & JACKIE
BK 1284, PG 512

GARNER, STEPHEN
BK 1385, PG 1019

FND 1/2" IP
W/1566 CAP

SW/4 SE/4
8-7S-9E, I.M.
BRYAN CO, OK
FND 5/8" IP
PER 1324 CCR
FILED NEW CCR

Line Table		
Line #	Length	Bearing
L1	35.58	N 89°10'56" E
L2	66.36	N 40°59'43" E
L3	79.45	N 00°49'04" W
L4	41.98	S 42°08'15" E
L5	298.93	S 02°18'35" E
L6	93.00	S 00°00'00" E
L7	218.91	S 06°06'15" E
L8	331.90	S 02°06'42" E

PERIMETER
FENCE

PERIMETER
FENCE

S/2 SE/4 SE/4
(LESS ODOT R/W)

YANDELL, MECKY & B.R.
BK 1062, PG 766

SE/4 SE/4
8-7S-9E, I.M.
BRYAN CO, OK
FND 1/2" IP
W/ILLEGIBLE CAP
PER 1566 CCR
FILED NEW CCR

SURVEY NOTE:
Per existing Oklahoma Certified Corner Records, many of the section corners for Section 8 are "double corners". It was found that ODOT surveyors and local surveyors do not agree regarding the position of these section corners. For this survey, the locally accepted section corners were used to maintain balance between properties within Section 8. The NE, E/4, SE & S/4 corners shown were not used to determine ODOT R/W. Most of the ODOT R/W shown is per SWO survey data provided by ODOT, while some is per recorded deed and tied to said data.

Family
Transfer

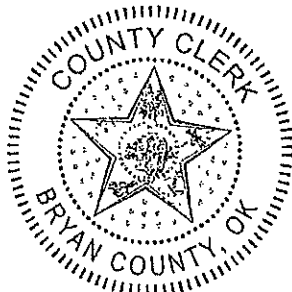
**WARRANTY DEED
(INDIVIDUAL)**

I-2020-721175 Book 1519 Pg: 662
02/19/2020 10:07 am Pg 0662-0664
Fee: \$ 22.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That, **MONNY L. MULLINS a/k/a MONNY MULLINS and STEPHANIE MULLINS, husband and wife**, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **MECKY YANDELL and B. R. YANDELL**,
PO Box 450125 Grove OK 74345

, as joint tenants, the survivor to take all, and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:



See Attached Exhibit "A"

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

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

<Signature Page to Follow>

SIGNED AND SEALED this the 17th day of February, 2020.

Monny L. Mullins
MONNY L. MULLINS
a/k/a MONNY MULLINS

Stephanie Mullins
STEPHANIE MULLINS

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

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of February, 2020, personally appeared MONNY . MULLINS a/k/a MONNY MULLINS and STEPHANIE MULLINS, wife and husband, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public - State of Oklahoma
Bryan County
Commission # 18005875
My Commission Expires June 12, 2022

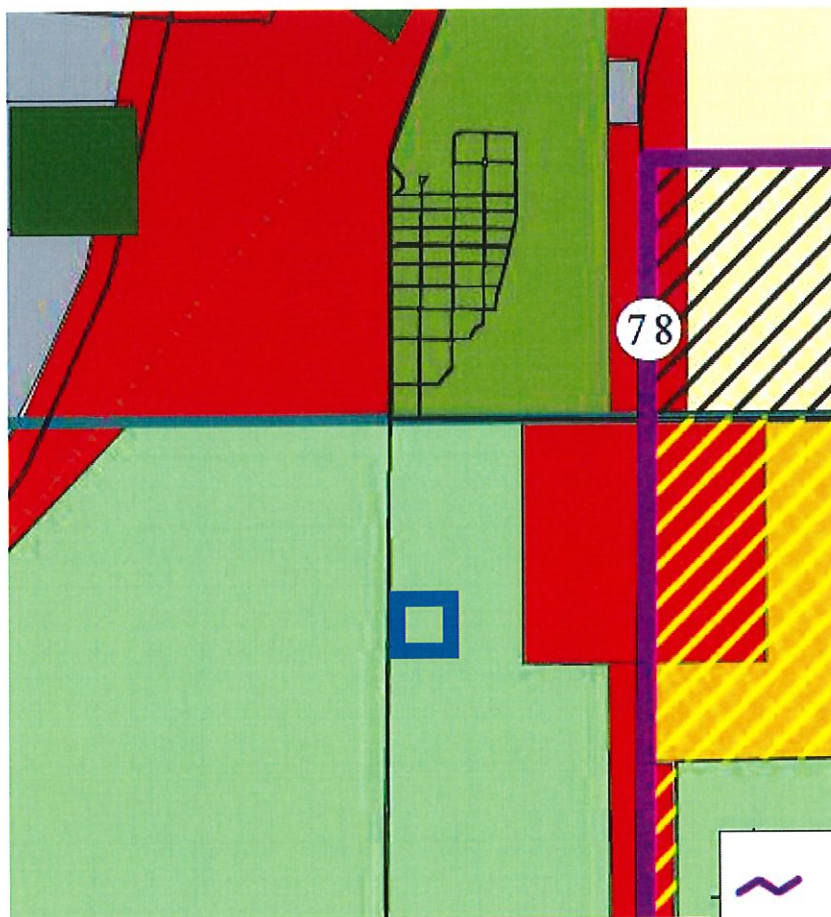
[Signature]
NOTARY PUBLIC

My Commission Expires: 6-12-2022

EXHIBIT "A"

TRACT A: A tract of land described as: Beginning at the NW/C of the NE/4 of Section 8, Township 7 South, Range 9 East of the Indian Meridian in Bryan County, Oklahoma; Thence N89°30'16"E, along the North Line of said NE/4, a distance of 1032.89 feet; Thence S00°00'00"E a distance of 1018.11 feet to a point on the State of Oklahoma R/W; Thence along said R/W for the following 7 courses: N74°07'07"W a distance of 34.15 feet; Thence S89°10'55"W a distance of 150.00 feet; Thence S72°28'58"W a distance of 104.40 feet; Thence S89°10'55"W a distance of 664.00 feet; Thence N00°49'04"W a distance of 50.00 feet; Thence N41°17'47"W a distance of 65.74 feet; Thence S89°10'37"W a distance of 34.27 feet to a point on the West Line of said NE/4; Thence N00°29'46"W, along said West Line, a distance of 944.01 feet back to the Point of Beginning. Bearings for this description are grid and based on the Oklahoma State Plane Coordinate System of 1983, South Zone, holding N89°30'16"E along the North Line of said NE/4. This description was prepared on January 31, 2020 by Marcus T. Heilman, PLS #1827. Certificate of Authorization #7984 expires June 30, 2021. Said tract contains 24.27 acres of land.

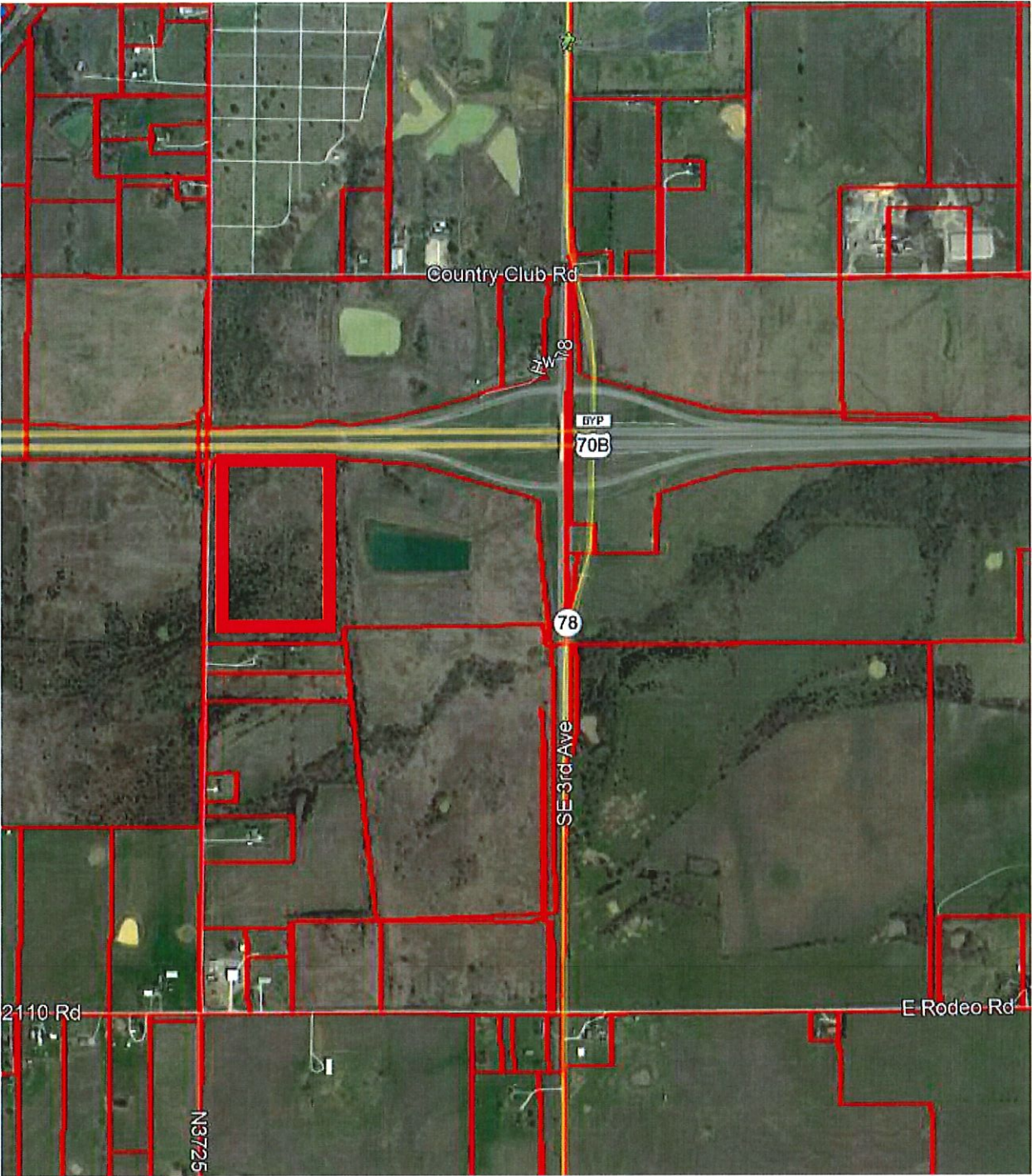
Future Land Use Map



Location is approximate

- | | |
|--|----------------------------|
| | Durant City Limits |
| | Calera City Limits |
| | Roads and Highways |
| | Railroads |
| | School District Boundaries |
| | Agriculture |
| | Low-density Residential |
| | Medium-density Residential |
| | High-density Residential |
| | Public & Open Space |
| | General Commercial |
| | Central Business District |
| | Highway Commercial |
| | Light Industrial |
| | Medium Industrial |
| | Outside City Limits |
| | Parks |

Aerial Map



§ 156.041 CLASSIFICATION OF SUBDIVISIONS AND ADDITION AS MINOR OR MAJOR.

(A) Before any land is platted, the property owner shall apply for and secure approval of the proposed subdivision plat or addition plat in accordance with the following procedures, unless otherwise provided by these regulations. Subdivisions are classified as major or minor depending on the number of lots proposed and the extent of public improvements required.

(1) Minor subdivisions shall create no more than four lots and do not require the creation of a new street or the extension of municipal facilities. Minor subdivisions may be approved for residential and nonresidential properties. Conveyance plats may be approved under the procedure for minor subdivisions provided that they establish no more than four lots and do not create a new street or extend municipal facilities. Minor plat approval requires the submission of a final plat as described under these regulations, or the submission of a conveyance plat as described under these regulations. The Community Development Director may approve minor plats or refer them to the Planning Commission for their action.

(2) Major subdivisions involve the creation of new streets, the extension of municipal facilities or the creation of more than four lots. Major subdivisions may be approved for residential and nonresidential properties. Conveyance plats are considered major subdivisions if they create more than four lots or involve the creation of new streets or the extension of municipal facilities. The procedure for approving a major plat typically requires three steps: sketch plat, preliminary plat, and final plat. Sketch plats require approval by the Planning Commission. The sketch plat requirement may be omitted if the subdivision creates no more than one new street and the Community Development Director determines that sufficient information exist to begin preparation of a preliminary plat. A concept plan or preliminary site plan that contains sufficient information to provide for the proper coordination of the development may be required for nonresidential property.

(B) Except as otherwise permitted, the Planning Commission's approval of a preliminary plat is required prior to the construction of public improvements to the property. The preliminary plat and the associated engineering plans for the property may be amended during construction, with only major changes requiring reapproval by the Planning Commission.

(C) Upon completion of the required public improvements, or the provision of a subdivision improvement agreement described in these regulations, the owner may submit a corrected final plat for the subdivision. Lots may be sold and building permits obtained after approval of the plat by the Planning Commission, and filing of the signed plat. The preliminary plat process may be omitted if the owner enters into a subdivision improvement agreement with the city and provides sufficient surety for all proposed public improvements. If the preliminary plat process is omitted, engineering plans must be submitted in conjunction with the final plat.

(Ord. 1573, passed 11-13-07)

§ 156.044 FINAL PLAT.

(A) Purpose. The purpose of the final plat is to create a record document which accurately describes the subdivided land, both as to accurate dimensions, and as to legal provisions which are pertinent to the subdivision. Much of the reason for this step is to make the transfer of the land more simple and certain. Land sales by reference to a legally filed plat are generally less complicated and more likely to provide the precise legal situation sought. The certainty of such sales derives from the assurance of an accurate survey and processes designed to assure the provision of facilities necessary to service the land.

(B) At the time the final plat and final plat checklist are submitted to the Community Development Department, the subdivider shall take one of the following courses of action:

(1) If the subdivider elects to, deposit the surety bond as specified in § [156.026](#), he or she shall submit plans for all improvements required under this chapter, such plans to bear the approval of the Planning Commission. Upon completion of a portion of the construction of the required improvements, the Planning Commission may release a portion of the surety bond in the amount of the costs of the constructed improvements, as estimated by the Planning Commission, Secretary or municipal staff. Before any portion of the surety bond may be released, the City Engineer, City Building Inspector or City Manager shall approve the as-built plans and specifications for that portion of the improvements for which the subdivider has requested release of the surety bond;

(2) If the subdivider elects to complete all improvements as specified in the preliminary plat, he or she shall submit the as-built specifications and as-built original tracings of all improvements. If the Secretary of the Planning Commission finds that the as-built plan and specifications comply with requirements, and that the actual construction is as shown in the plans and specifications, he or she shall endorse his or her approval thereon.

(C) All actions of the Planning Commission, whether approving final plats for all or part of an area shown in a preliminary plat shall, in so far as the plat involves dedications to the public, constitute only an authorization for the subdivider to submit the plat to the City Council to which the dedications are proposed. Such Planning Commission actions shall not constitute an acceptance of dedication or a commitment to accept dedication.

(D) Applicability. A final plat shall be required for subdivisions of property and the recording of single lots in accordance with these regulations.

(E) Application procedure and requirements. A final plat for minor subdivisions may be approved by the Community Development Director. A final plat for a major subdivision shall require approval by the Planning Commission. Final plats shall comply to the preliminary plat where applicable. The application shall be accompanied by the following:

(1) Four mylar and four paper copies of the proposed final plat bearing all information specified in these regulations and the following:

(a) The final plat shall be clearly and legibly prepared by a surveyor or engineer. The size of the map shall not be less than 22 inches by 34 inches and shall be drawn to the scale of one inch equals 100 feet, unless the Community Development Director authorizes a different scale in writing.

(b) Notice statement. "Notice: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits."

(c) Name of subdivision and the name and number of any larger subdivision of which this tract now subdivided was once a part.

(d) Number of lots and the acreage platted.

(e) Boundary lines. The boundary lines with accurate distances and bearings and the exact location and width of all existing or recorded streets intersecting the boundary of the tract.

(f) Bearing distances. True bearings and distances to the nearest established street lines and monuments, which shall be accurately described on the plat.

(g) Property offered for dedication. The accurate outline of all property which is offered for dedication for public use, and of all property that may be reserved by covenant in the deeds for the common use for the common use of the property owners in the subdivisions, with the purpose indicated thereon.

(h) The exact layout including:

1. Street and alley lines, including their names, bearings, angles of intersection and widths (including widths along the line of any intersecting street):

2. The length of all arcs, radii, internal angles, points of curvature, length, and bearings of the tangents.

3. All easements for rights-of-way provided for public services or utilities and any limitations of the easements.

4. All lot numbers and lines with accurate dimensions in feet and hundredths of feet and with bearings and angles to street and alley lines.

5. The location of the centerline of creeks or drainage ways with accurate dimensions in feet and hundredths of feet with bearings and angles.

(i) The accurate location, material, and size of all monuments approved by the City Engineer.

(j) Building setback lines for residential properties.

(k) Special restrictions including, but not limited to, drainage and floodway, fire lanes, and screening.

(l) In case the subdivision is traversed by water course, channel, stream, or creek, the prior or present location of such water course, channel, stream, or creek shall

be shown on the plat and the boundary of the regulatory flood and the ten-year flood. It will be assumed that there is no significant difference between the two and the regulatory flood will be used, unless the owner shows the ten-year flood on the map.

(m) North point, scale, and date.

(n) Legal description according to the real estate records maintained by the County Clerk's office and area calculations.

(o) Location by section, town, range, township, county and state.

(p) Title of document and a vicinity sketch drawn to a scale of a maximum of 2,000 feet to the inch.

(2) Formal irrevocable offers of dedication to the public of all streets, local government uses, utilities, parks, and easements, in a form approved by the City Attorney. The plat shall be marked with a notation indicating the formal offers of dedication.

(3) The improvement agreement and security, if required, in a form satisfactory to the City Attorney and in an amount established by the Planning Commission upon recommendation of the City Engineer and shall include a provision that the property owner shall comply with all the terms of the final plat approval as determined by the Planning Commission.

(4) As-built construction plans, where applicable.

(5) Covenants and deed restrictions, if any.

(6) Accurate legal description.

(7) Certification by a registered public surveyor to the effect that the plat represents a survey made by him or her and that all the monuments shown thereon actually exist, and that their location, size, and material description are correctly shown, and that the survey correctly shows the location of all visible easements and rights-of-way and all rights-of-way, easements and other matters of record affecting the property being platted.

(8) The County Clerk's office and applicable state statutes may require additional information to be submitted or included on the final plat.

(F) Standards for approval. No final plat shall be approved by the Community Development Director, the Planning Commission or the City Council unless the following standards have been met:

(1) The plat substantially conforms to the preliminary plat.

(2) Required public improvements have been constructed and are ready to be accepted, and/or an improvement agreement has been accepted by the city providing for the subsequent completion of improvements.

(3) The plat conforms to applicable zoning and other regulations.

(4) Provision has been made for adequate public facilities under the terms of this chapter.

(5) The plat meets all other requirements of this chapter.

(G) Approval procedure. After review of the final plat, the Community Development Director shall place the final plat for consideration on the agenda of a public meeting of the Planning Commission. Minor plats may be approved by the Community Development Director or referred to the Planning Commission in accordance with these regulations. In the event of disapproval, reasons for disapproval shall be stated. One copy of the final subdivision plat shall be returned to the applicant with the date of approval, conditional approval or disapproval noted on the final plat, and, if the final plat is disapproved, the reasons for disapproval accompanying the final plat.

(H) Appeals. If the Planning Commission disapproves the final plat, the applicant may appeal to the City Council in the manner prescribed in these regulations.

(I) Certificate of compliance. Upon final approval of a final plat required by these regulations, the Planning Commission shall issue to the person applying for approval a certificate stating that the final plat has been approved by the Planning Commission and/or the City Council. For purposes of this section, final approval shall not occur until all conditions of approval have been met.

(J) Signing and recording of final plat.

(1) When an improvement agreement and security are required, the Chairman of the Planning Commission, or the Mayor, if approval has been granted by the City Council, and the Community Development Director or City Engineer shall endorse approval on the final plat after the agreement and security have been approved by the Planning Commission, and all the conditions pertaining to the final plat have been satisfied.

(2) When installation of public improvements is required prior to recordation of the final plat, the Chairman of the Planning Commission or the Mayor, if the plat has been approved by the City Council, and Community Development Director or City Engineer shall endorse approval on the final plat after all conditions of approval have been satisfied and all public improvements satisfactorily completed. There shall be written evidence that the required public improvements have been installed in a manner satisfactory to the city as shown by a certificate signed by the City Engineer stating that the necessary dedication of public lands and installation of public improvements has been accomplished.

(3) It shall be the responsibility of the applicant to file the final plat with the County Clerk. Simultaneously with the filing of the final plat, the applicant shall record such other agreements of dedication and legal documents as shall be required to be recorded by the City Attorney. The final plat, bearing all required signatures, shall be recorded after final approval and within ten working days of its receipt. One copy of the recorded final plat shall be returned to the city prior to the issuance of any building permits.

(K) Effect of approval. Approval of a final plat shall certify compliance with the regulations of the city pertaining to the subdivision of land. An approved and signed final plat may be filed with the county as a record of the subdivision of land and may be used to reference lots and interests in property thereon defined for the purpose of conveyance and development as allowed by these regulations.

(L) Lapse of final plat approval. The approval of a final plat shall be effective for a period of six months from the date that the final plat is approved by the Planning Commission or the City Council, at the end of which time the applicant must have met the requirements for recording of the final plat with the County Clerk. If the applicant has not met the requirements for recording of the final plat with the County Clerk within six months, or an extension is not granted in accordance with these regulations, the final plat approval shall be null and void, and the applicant shall be required to submit a new plat for review subject to the then existing zoning restrictions and subdivision regulations. No certificate of occupancy or change of occupancy permit will be allowed for the property until the applicant has met the requirements for filing of the final plat with the County Clerk.

(Ord. 1573, passed 11-13-07)

**Minutes of the Durant Municipal Planning Commission Meeting of Tuesday,
September 29, 2020 Roscoe J. Hatfield, City Council Chambers, Durant City Hall**

CALL TO ORDER:

Planning Commission Chair Kevin Keener called the meeting to order at 5:37 p.m.

INVOCATION:

Drew Jackson

Roll Call:

Planning Commission Members:

Present: Kerr, Jackson, Horner, Keener

Absent: Knight

1. CONSIDERATION APPROVAL OF MINUTES

- Planning Commission Meeting of August 25, 2020

Motion was made by Commission Member Jackson and seconded by Commission Member Kerr to approve the minutes of August 25, 2020 as presented.

Motion carried by the following vote:

Aye: Kerr, Jackson, Horner, Keener

Nay:

Abstain:

2. CONSIDERATION PC2020-17

Danielle Barker reviewed with the Planning Commission members a Final Plat request. It was stated the lots met the current zoning code requirements and no infrastructure would be needed for this area. The future land use map shows this area as Agriculture and the Final Plat will be in compliance with the Comprehensive Plan.

The Planning Commission asked the representative of the applicant if he had documentation from the property owner giving him permission to proceed with their final plat. The representative stated that when the rezoning case was done a document was submitted, but he did not have one for this particular case. The Commission Members further discussed the item.

Motion was made by Commission Member Kerr and seconded by Commission Member Jackson to approve the request contingent upon the representative providing documentation from the property owner.

Motion carried by the following vote:

Aye: Kerr, Jackson, Horner, Keener

Nay:

Abstain:

3. CONSIDERATION PC2020-19

Danielle Barker reviewed with the Planning Commission members a request to update the subdivision ordinance to change the preliminary and final platting sections to include public notification processes. This change would mirror the current language that is stated in the re-platting sections of the ordinance.

The Commission Members and Danielle Barker had some conversation about including sketch plats in the update as well. There was also discussion regarding public notification of agenda items for meetings.

Motion was made by Commission Member Jackson and seconded by Commission Member Kerr to approve the request to amend Sections (A) (B) and (C) to include language for a public hearing process.

Motion carried by the following vote:

Aye: Kerr, Jackson, Horner, Keener

Nay:

Abstain:



The City of Durant

Office of Community Development

Memorandum

Date: 10/1/2020
To: Mayor and City Council
From: Danielle Barker, Community Development Director
Re: Consideration of Ordinance 1573A to Update the Public Hearing Process for the Platting Process
(1) Public Hearing
(2) Consider Action on Ordinance 1573 A Section 1
(3) Consider Action on Ordinance 1573 A Section 2 (Emergency Clause)

Request: Consider change to Ordinance Number 1573A.

Background: Staff has been reviewing and working to fix several ordinances over the past few months. One of those ordinances include the subdivision ordinance. Recently, staff has received a lot of requests for various subdivisions, and currently the only requirement for a preliminary or final plat is for them to be submitted 15 days prior to the Planning Commission date. No public notifications are required. Staff has visited with the City Attorney and found that state statutes were quiet on this matter. We also visited with the City Manager and we all agreed that having the subdivision requirements be similar across the board would be the best course of action. As a note, currently, re-platting does require public notification.

Analysis: Staff drafted an ordinance that updates the current subdivision ordinance that places public notification processes in the preliminary and final platting process. The public notification process for preliminary and final plats if adopted will mirror the public notification process for the for the re-platting process. If adopted this would ensure the public would have a chance to have a voice for any preliminary and final plats that would come into the city limits.

During the Planning Commission meeting the Commissioners recognized the need to also add in public hearings for sketch plats as well. While staff does not receive very many of these, should they come in they should receive the same public notification as other types of plats.

Staff Recommendation: Staff recommends that Council follow the recommendation of the Planning Commission to approve Ordinance 1573 A.

Required Action: Hold a public hearing and approve or deny Ordinance number 1573A. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

Staff recommends that Council follow the recommendation of the Planning Commission to approve the Ordinance 1573 A.

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

City Clerk to file Ordinance

Community Development to file and update Ordinance

ATTACHMENTS:

Description

PC 2020 19 Ord 1573 A Attachments

Type

Cover Memo

Upload Date

10/7/2020

ORDINANCE NUMBER 1573 A

AN ORDINANCE UPDATING THE PRELIMINARY AND FINAL PLAT PUBLIC NOTIFICATION PROCESS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. Amending §156.021 Sections A, B and C of the Durant Code of Ordinances to read as follows (See Attachment A)

SECTION 2.

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

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this 13th day of October 2020.

**ODEN GRUBE, MAYOR
CITY OF DURANT, OKLAHOMA**

ATTEST:

**CYNTHIA J. PRICE
CITY CLERK**

SUBDIVISION RULES

FOR THE

CITY OF DURANT

Ordinance 1573 A

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GENERAL PROVISIONS

§ 156.001 PURPOSE AND INTENT.

(A) These regulations are designed to promote the health, safety, morals and general welfare of the community by establishing standards for the subdivision of land within the city's jurisdiction.

(B) The provisions of this chapter are specifically designed to lessen the congestion on streets; promote the orderly layout and use of land; secure safety from fire and other dangers; provide adequate light and air; facilitate adequate provisions for transportation, water, sewage, schools, parks, playgrounds and other public requirements; and protect neighborhood areas from the hazard of through traffic.

(C) These regulations are designed, intended and should be administered according to the purposes so to achieve the following:

- (1) Implement the Comprehensive Plan;
- (2) Provide for conservation of existing standard residential areas and prevent the development of slums and blight;
- (3) Harmoniously relate the development of the various tracts of land to the existing community and facilitate the future development of adjoining tracts;
- (4) Provide that cost of improvements which primarily benefit the tract of land being developed be borne by the owners or developers of the tract and that the cost of improvements which primarily benefit the whole community be borne by the whole community;
- (5) Provide the best possible design for the tract;
- (6) Reconcile any difference of interest; and
- (7) Establish adequate and accurate records of land subdivision.

§ 156.002 POLICY.

It is the policy of the Planning Commission and the city that these regulations are adopted for the purpose of establishing standards for reviewing of plans, plats and replats as provided for in 11 O.S. § 45-104.

§ 156.003 AUTHORITY.

(A) These subdivision regulations and minimum standards for land development are adopted by resolution of the Planning Commission and ratified by ordinance of the city in accordance with the provisions in 11 O.S. §§ 45-101 through 45-104.

(B) In all cases where these regulations provide for matters to be submitted to the Secretary of the Planning Commission those matters may be submitted to the Community Development Director or alternatively to the City Manager, and in all cases where these regulations provide for approvals by or actions to be taken by the Secretary of the Planning Commission those approvals or actions may be taken by the Community Development Director or alternatively the City Manager.

§ 156.004 VALIDITY.

If any section, clause, division, provision or portion of these regulations shall be held invalid, or unconstitutional, by any court of competent jurisdiction, such holding shall not affect any other section, clause, division, provision or portion of these regulations.

§ 156.005 ADMINISTRATION AND AMENDMENTS.

The Planning Commission and City Council may, from time to time, adopt, amend and make public rules and regulations for the administration of these regulations to the end that the public be informed and that

approval of plats be expedited. These regulations may be enlarged or amended by the City Council after public hearing, due notice of which shall be given as required by law.

§ 156.006 JURISDICTIONS.

These regulations and development standards shall apply to the following forms of land subdivision:

- (A) The division of land into two or more tracts, lots, sites or parcels, any part of which, when subdivided, shall contain less than ten acres in area;
- (B) The division of land, previously subdivided or platted, into tracts, lots, sites or parcels or less than ten acres in areas;
- (C) The dedication, vacation or reservation of any public or private easement through any tract of land regardless of the area involved, including those for use by public and private utility companies; or
- (D) The dedication or vacation of any street or alley through any tract of land regardless of the area involved.

§ 156.007 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADDITION. One lot, tract or parcel of land lying within the corporate boundaries of the city which is intended for the purpose of development.

ALLEY. A minor right-of-way dedicated to the public use, which gives a secondary means of vehicular access to the back or side of properties otherwise abutting a street and may be used for public utility purposes.

AMENDED PLAT. A revised plat correcting errors or making minor changes to the original recorded final plat.

AMENITY. An improvement to be dedicated to the public or the common ownership of the lot owners of the subdivision and providing an aesthetic, recreational or other benefit, other than those prescribed by this ordinance.

BLOCK. A parcel of land, intended to be used for urban purposes, which is entirely surrounded by public streets, highways, railroad rights-of-way, public walks, parks or greenstrips, rural land or drainage channels or a combination thereof.

BOND. Any form of a surety bond in an amount and form satisfactory to the city.

BUILDING LINE or **SETBACK LINE.** A line or lines designating the area outside of which buildings may not be erected.

CAPITAL IMPROVEMENTS PROGRAM. The official proposed schedule of all future public projects listed in order of construction priority together with cost estimates and the anticipated means of financing each project, as adopted by City Council.

CITY ENGINEER. The official with responsibility to review and release plans for construction projects, or his designee.

CITY. The City of Durant, Oklahoma.

COMMISSION. The Planning Commission for the City of Durant.

COMPREHENSIVE or GENERAL PLAN. A plan for development of the city prepared and adopted by the City Council, and including any part of such plan separately adopted and any amendment to such plan, or parts thereof.

CONSTRUCTION PLAN. The maps or drawings accompanying a plat and showing the specific location and design of public improvements to be installed in the subdivision or addition in accordance with the requirements of the Planning Commission as a condition of the approval of the plat.

CONTIGUOUS. Lots are contiguous when at least one boundary line of one lot touches a boundary line or lines of another lot.

CONVEYANCE PLAT. An interim plat recording the subdivision of property or defining a remainder of property created by the approval of a final plat for a portion of property, where approval of final development plans is not sought.

COUNCIL. The City Council of the City of Durant, Oklahoma.

COUNTY. Bryan County, Oklahoma.

DEDICATION PLAT. A plat prepared for the purpose of dedicating land or easements for rights-of-way to the city.

DEVELOPER. The person, business, corporation or association responsible for the development of the subdivision or addition. In most contexts the terms Developer and Property Owner are used interchangeably in these regulations.

DEVELOPMENT EXACTION. Any dedication of land or easements for, construction of, or contribution toward construction of a public improvement required as a condition of plat approval by the city under these regulations.

DEVELOPMENT. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, paving, drainage or utilities, but not agricultural activities.

DIRECTOR. The Director of the Community Development Department of the City of Durant, or his/her designee.

DRAINAGE WAY. All land areas needed to allow passage of the Base Flood, including sufficient access above the Base Flood elevation along each side of and parallel to the natural or excavated channel.

EASEMENT. A grant by the property owner to the public, a corporation or persons of the use of a strip of land for specific purposes.

ESCROW. A deposit of cash with the city in accordance with city policies.

FINAL PLAT. The map of a subdivision or addition to be recorded after approval by the Planning Commission and any accompanying material and additional requirements as described in these regulations.

FLOODPLAIN. Any land area susceptible to being inundated by water from the base flood.

IMPROVEMENT AGREEMENT. A contract entered into by the developer and the city by which the developer promises to complete the required public improvements within the subdivision or addition within a specified time period following final plat approval.

LOT OF RECORD. A lot created prior to January 1, 2008, which is the date of enactment of these subdivision regulations for the City of Durant through Ordinance. No. 1573.

LOT, CORNER. A lot which has at least two adjacent sides abutting for the full lengths on a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

LOT, DOUBLE FRONTAGE. A lot which runs through a block from street to street and which has two nonintersecting sides abutting on two or more streets.

LOT. A subdivision of a block or other parcel intended as a unit for the transfer of ownership or for development.

MAJOR PLAT. All plats not classified as minor plats, including but not limited to subdivisions of more than four (4) lots, or any plat requiring creation of any new street or extension of the city's facilities.

MINOR PLAT. A subdivision resulting in four or fewer lots and not requiring the creation of any new street or the extension of municipal facilities.

MUNICIPAL FACILITY. An improvement owned and maintained by the city.

OFF-SITE IMPROVEMENT. Any public improvement located outside the physical boundaries of the subdivision or addition to be platted.

PERIMETER STREET. Any existing or planned street which abuts the subdivision or addition to be platted.

PRELIMINARY PLAT. A map of a proposed land subdivision showing the character and proposed layout of the tract in sufficient detail to indicate the suitability of the proposed subdivision of land.

PLAT. The plan or map for the subdivision or addition to be filed for record in the County where such subdivision or addition is located.

PLATTING. The act of preparing for approval and processing, pursuant to these regulations, the plan or map for the subdivision or addition to be filed for record in the County where such subdivision or addition is located.

PRIVATE STREETS & ALLEYS. A private vehicular access way shared by and serving two or more lots, which is not dedicated to the public and is not publicly maintained. Private streets and alleys may be established only under the terms of these regulations. The term private street shall be inclusive of alleys.

PROPERTY OWNER. Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land comprising the subdivision or addition, or any representative or agent thereto, who has express written authority to act on behalf of such owner.

PUBLIC IMPROVEMENT. Any drainage way, roadway, parkway, sidewalk, utility, pedestrian way, off-street parking area, lot improvement, open space, or other facility for which the city or other governmental entity will ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established.

REMAINDER. The residual land left after platting of a portion of a tract. Platting of a residual may in some instances be required under the provisions of this ordinance.

REPLATTING. Any change in a map of an approved or recorded plat, except as permitted as an amended plat, that affects any street layout on the map or area reserved or dedicated thereon for public use or any lot line, or that affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions or additions. Replatting includes the combination of lots into a single lot for purposes of development.

RESUBDIVISION. The replatting of a subdivision plat.

RIGHT-OF-WAY. A parcel of land occupied or intended to be occupied by a street or alley. Where appropriate right-of-way may include other facilities and utilities, such as sidewalks, railroad crossings, electrical, communication, oil or gas, water or sanitary or storm sewer facilities, or for any other special use. The use of right-of-way shall also include parkways and medians outside of pavement. The usage of the term "right-of-way" for land platting purposes shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

ROADWAY. That portion of any street so designated for vehicular traffic and where curbs are normally placed, means that portion of the street between the curbs.

SECURITY. The letter of credit or cash escrow provided by the applicant to secure its promises in the improvement agreement.

SKETCH PLAT. A sketch preparatory to the preliminary plat or final plat, to enable the property owner to save time and expense in reaching general agreement with the Planning Commission as to the form of the plat and the objectives of these regulations.

STREET, COLLECTOR. A minor street as designated on the major street plan which collects traffic from other minor streets and serves as the most direct route to a major street or a community facility.

STREET, CUL-DE-SAC. A minor street having one end open to vehicular traffic and having one closed end terminated by a turnaround.

STREET, FRONTAGE OR SERVICE. A minor street auxiliary to and located on the side of a major street for service to abutting properties and adjacent areas and for control of access.

STREET, MAJOR. An arterial street which is designated on the major street plan or comprehensive plan.

STREET, MINOR. Any street not classified as a major street on the major street plan whose primary purpose is to provide access to adjacent properties.

SUBDIVIDER. Any person, firm, partnership, corporation or other entity, acting as a unit, subdividing or proposing to subdivide land as herein defined.

SUBDIVISION. A division of any tract of land situated within the corporate limits, or within the extraterritorial jurisdiction or regional planning district of the city, into two or more parts for the purpose of laying out any subdivision of any tracts of land or any addition to the city or for laying out suburban lots or building lots, or any lots, and streets, alleys or parts or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto for the purpose, whether immediate or future, of creating building sites.

SUBSTANDARD STREET. An existing street, or highway that does not meet the minimum specifications in the Thoroughfare Standards Ordinance and city Construction Standards and Specifications, or if a State Highway does not meet the minimum Standard Specifications of the Oklahoma Department of Transportation and is not constructed to the ultimate extent for the type of roadway it is designated for in the major thoroughfare plan. A standard street is a street or highway that meets or exceeds said standard specifications and major thoroughfare plan.

TEMPORARY IMPROVEMENT. Improvements built and maintained by an owner during construction of the development of the subdivision or addition and prior to release of the performance bond or improvements required for the short term use of the property.

GENERAL PROCEDURE

§ 156.020 PLAT APPROVAL.

For all cases of subdividing within the scope of these regulations, a plat of the land in question or an easement with a description in writing when appropriate shall be drawn and submitted to the Planning Commission and City Council for their approval or disapproval, as provided hereafter in these regulations.

§ 156.021 TIME LIMITATIONS.

(A) *Sketch Plats.* The applicant shall submit to the Community Development Department two copies of the proposed sketch plat ~~seven days before the date of the Planning Commission meeting at which consideration is requested. A notice of public hearing shall be published in an official paper or a newspaper of general circulation in the city at least 15 days prior to the date of the public meeting. Notice shall be mailed to all owners of property located within 300 feet of the subject property as provided by a certified abstractor's list as the applicant's cost at least 20 days prior to the hearing.~~ The approval of a sketch plat by the Planning Commission shall be valid for a period of two years. If a preliminary plat covering all or part of the land shown in a sketch plat has not been filed with the Secretary of the Planning Commission within two years of the date of approval of the sketch plat, than all approvals shall be void and the land owner shall have no rights or privileges based upon the former approval.

(B) *Preliminary Plats.* The applicant shall submit to the Community Development Department four copies of the preliminary plat and one copy of the preliminary plat check list. ~~A notice of public hearing shall be published in an official paper or a newspaper of general circulation in the city at least 15 days prior to the date of the public meeting. Notice shall be mailed to all owners of property located within 300 feet of the subject property as provided by a certified abstractor's list at the applicant's cost at least 20 days prior to the hearing. 15 days before the Planning Commission meeting at which consideration is requested.~~ At the option of the applicant a preliminary plat may be submitted without the necessary

improvement plans with a request for conditional approval from the Planning Commission. After the granting of a conditional approval of such a partial submission of a preliminary plat, the applicant shall submit the necessary improvement plans within six months. If the improvement plans are not submitted within six months all conditional approvals shall be void. The Planning Commission shall act upon all submissions related to the preliminary plats within 75 days of the receipt of materials or the plat shall be considered to have been approved. If a final plat covering all or part of the land shown in a preliminary plat has not been filed with the Community Development Department within two years after the approval of the preliminary plat, then all approvals shall be void.

(C) *Final Plats.* The applicant shall submit to the Community Development Department four copies of the final plat and two copies of the as-built plans for all improvements installed. A notice of public hearing shall be published in an official paper or a newspaper of general circulation in the city at least 15 days prior to the date of the public meeting. Notice shall be mailed to all owners of property located within 300 feet of the subject property as provided by a certified abstractor's list at the applicant's cost at least 20 days prior to the hearing. 15 days before the Planning Commission meeting at which consideration is requested. The Planning Commission shall act upon all submissions related to final plats within 75 days of the date of receipt of materials or the plat shall be considered to have been approved. If a final plat is not filed of record with the County Clerk within six months after the approval of the Planning Commission and City Council, then all approvals shall be void.

§ 156.022 OFFICIAL RECORDING.

Except as provided and lots of record established prior to the effective date of these regulations (January 1, 2008), no plat or other land subdivision instrument shall be filed in the office of the County Clerk until it shall have been approved by the Planning Commission and by the City Council as hereinafter set forth. All final plats shall be filed within two years of date of approval by the Planning Commission and City Council, and no lots shall be sold from any plat until recorded. Time extensions of the two year filing requirement may be granted by the Planning Commission upon review of the final plat and a finding that circumstances prevail substantially as of the time of original approval.

§ 156.023 AGENDA.

Each plat submitted for preliminary or final approval shall be placed on the agenda of the Planning Commission only after fulfilling the appropriate requirements of these regulations. However, a plat not meeting all of the requirements may be submitted providing the subdivider presents with the plat a written request for specific exceptions and explains the reasons therefore.

§ 156.024 FILING FEE.

(A) Fees, as set by the City Council by resolution or motion, shall be paid to the city at the time of submitting each of the respective plats and applications for a hearing before the Planning Commission or Board of Adjustments.

(B) No part of the subdivision plat or lot-split plat, or hearing fees shall be refundable.

§ 156.025 VARIATIONS AND EXCEPTIONS.

Whenever the tract to be subdivided is of such unusual size or shape or is surrounded by such development or unusual conditions that the strict application of the requirements contained in these regulations would result in substantial hardship or inequity, the Planning Commission may vary or modify, except as otherwise indicated, such requirements of design, but not of procedure or improvements, so that the subdivider may develop his or her property in a reasonable manner, but so, at the same time, that the public welfare and interests of the city are protected and that the general intent and spirit of these regulations be preserved. Such modification may be granted upon written request of the subdivider stating the reasons for each modification and such action shall be taken by the affirmative vote of three-fourths of the regular membership of the Planning Commission and confirmed by a simple majority vote of the City Council.

§ 156.026 SURETY BOND.

In lieu of filing a surety bond the subdivider or developer may secure and place on deposit with the city an irrevocable letter of credit or comparable instrument from a title company, banking institution or similar financial institution, stating that money will be held in escrow until all offsite improvements have been completed to the city's satisfaction. Such letter of credit or financial instrument shall be drawn in favor of the city for the entire cost of improvements for water mains, paving, sanitary sewers, storm sewers and other drainage facilities as estimated by the subdivider's registered professional engineer and approved by the City Engineer. The Building Inspection Department, a division of the Community Development Department shall issue no building permit until the contractor submits offsite improvement plans for the project, conforming to the city standards, specifications and requirements. Upon completion of the public improvements the "as built" drawings shall be supplied by the developer's design engineer to the city.

§ 156.027 EXTENSION AND REINSTATEMENT PROCEDURE

(A) Sixty days prior to or following the lapse of approval for a sketch plat, preliminary plat, or final plat as provided in these regulations, the property owner may petition the Planning Commission to extend or reinstate the approval. Such petition shall be considered at a public meeting of the Planning Commission.

(B) In determining whether to grant such requests, the Planning Commission shall take into account the reasons for the lapse, the ability of the property owner to comply with any conditions attached to the original approval and the extent to which newly adopted subdivision regulations shall apply to the plat. The Planning Commission shall extend or reinstate the plat, or deny the request, in which instance the property owner must submit a new application for approval.

(C) The Planning Commission may extend or reinstate the approval subject to additional conditions based upon newly enacted regulations or such as are necessary to assure compliance with the original conditions of approval. The Planning Commission may also specify a shorter time for lapse of the extended or reinstated plat than is applicable to original approvals.

(D) The approval of a preliminary plat for a portion or phase of a sketch plat, or the approval of a final plat for a portion or phase of a preliminary plat, shall not automatically affect the expiration of approval of the sketch plat or preliminary plat as it pertains to the balance of the property. Extensions and reinstatement of a sketch plat, preliminary plat, or final plat may be approved under the provisions of this section.

§ 156.028 AMENDMENTS TO SKETCH PLAT OR PRELIMINARY PLAT

(A) At any time following the approval of a sketch plat or preliminary plat, and before the lapse of such approval, a property owner may request an amendment. The rerouting of streets, addition or deletion of alleys, or addition or deletion of more than 10% of the approved number of lots shall be considered a major amendment. The adjustment of street and alley alignments, lengths, and paving details; the addition or deletion of lots within 10% of the approved number and the adjustment of lot lines shall be considered minor amendments.

(B) The Community Development Director may approve or disapprove a minor amendment. Disapproval may be appealed to the Planning Commission under the terms of this Code. Major amendments may be approved by the Planning Commission at a public meeting in accordance with the same requirements for the approval of a sketch plat or preliminary plat.

(C) *Approval.* The Planning Commission shall approve, conditionally approve or disapprove any proposed major amendment and may make any modifications in the terms and conditions of preliminary plat approval reasonably related to the proposed amendment.

(D) *Retaining Previous Approval.* If the applicant is unwilling to accept the proposed amendment under the terms and conditions required by the Planning Commission, the applicant may withdraw the proposed major amendment or appeal the action of the Planning Commission to the City Council in accordance with this Code.

§ 156.029 APPEALS TO CITY COUNCIL (NEW)

The applicant, Community Development Director, or two members of the City Council may appeal the decision of the Planning Commission with regard to a sketch plat, preliminary plat, final plat, replat, conveyance plat, development plat, lot-split, or other plat provided for in these regulations by filing a Notice of Appeal in the office of the Community Development Director, no later than ten (10) days after the date on which the Commission notifies the applicant of its decision. Such notification may take place by means of an oral ruling by the Planning Commission at a public meeting. Written notice of any appeal shall be sent to the property owner and shall stay the decision until the appeal is decided. The Notice of Appeal shall set forth in clear and concise fashion the basis for the appeal. The City Council shall consider the appeal at a public meeting no later than 45 days after the date on which the Notice of Appeal is filed. The City Council may affirm, modify, or reverse the decision of the Planning Commission and may, where appropriate, remand the plat or variance request to the Commission for further proceedings consistent with City Council's decision.

PLATTING PROCEDURES

§ 156.040 GENERAL.

(A) Whenever any subdivision of land is proposed, before any contract is made for the sale of any part of the land, before any permit for the erection of a structure in such proposed subdivision shall be granted, the owner of the land or his or her agent shall apply for and secure the approval of the Planning Commission of such proposed subdivision. The proposed subdivision may be processed a standard subdivision or a lot-split subdivision as follows:

- (1) Standard subdivision:
 - (a) Sketch plat;
 - (b) Preliminary plat (and construction plans for improvements);
 - (c) Final plat;
 - (d) Building permit; and
 - (e) Occupancy permit;
- (2) Lot-split (as required).

(B) Upon initial receipt of a subdivision proposal, the Community Development Director shall determine if the proposal shall be classified as a standard subdivision or a lot-split. If a subdivision is determined to be a lot-split, the Community Development Director shall determine what information, drawings and procedure will be necessary for the submission of the lot-split to the Planning Commission in accordance with these regulations and the policies of the Planning Commission. The Community Development Director, shall consider in each case the nature of a proposed lot-split and the relationship of the proposal to surrounding land uses, topography, property shape, property size, adjacent ownership, public access and public facilities in order to determine the extent to which the platting process must be followed. The above determinations of the Community Development Director may be reviewed and revised by the Planning Commission, and then the City Council upon request of the subdivider.

§ 156.041 CLASSIFICATION OF SUBDIVISIONS AND ADDITION AS MINOR OR MAJOR. (NEW)

(A) Before any land is platted, the property owner shall apply for and secure approval of the proposed subdivision plat or addition plat in accordance with the following procedures, unless otherwise provided by these regulations. Subdivisions are classified as major or minor depending on the number of lots proposed and the extent of public improvements required.

- (1) Minor subdivisions shall create no more than four lots and do not require the creation of a new street or the extension of municipal facilities. Minor subdivisions may be approved for

residential and non-residential properties. Conveyance plats may be approved under the procedure for minor subdivisions provided that they establish no more than four lots and do not create a new street or extend municipal facilities. Minor plat approval requires the submission of a final plat as described under these regulations, or the submission of a conveyance plat as described under these regulations. The Community Development Director may approve minor plats or refer them to the Planning Commission for their action.

(2) Major subdivisions involve the creation of new streets, the extension of municipal facilities or the creation of more than four lots. Major subdivisions may be approved for residential and non-residential properties. Conveyance plats are considered major subdivisions if they create more than four lots or involve the creation of new streets or the extension of municipal facilities. The procedure for approving a major plat typically requires three steps: sketch plat, preliminary plat, and final plat. Sketch plats require approval by the Planning Commission. The sketch plat requirement may be omitted if the subdivision creates no more than one new street and the Community Development Director determines that sufficient information exist to begin preparation of a preliminary plat. A concept plan or preliminary site plan that contains sufficient information to provide for the proper coordination of the development may be required for non-residential property

Except as otherwise permitted, the Planning Commission's approval of a preliminary plat is required prior to the construction of public improvements to the property. The preliminary plat and the associated engineering plans for the property may be amended during construction, with only major changes requiring reapproval by the Planning Commission.

Upon completion of the required public improvements, or the provision of a subdivision improvement agreement described in these regulations, the owner may submit a corrected final plat for the subdivision. Lots may be sold and building permits obtained after approval of the plat by the Planning Commission, and filing of the signed plat. The preliminary plat process may be omitted if the owner enters into a subdivision improvement agreement with the city and provides sufficient surety for all proposed public improvements. If the preliminary plat process is omitted, engineering plans must be submitted in conjunction with the final plat.

§ 156.042 SKETCH PLAT.

(A) *Purpose.* The purpose of the sketch plat is to provide the subdivider, the Planning Commission and the governing bodies an opportunity to identify any problems concerning the land use, general design and overall approaches to installation of improvements before the expenditure of large amounts of money and manpower in the preparation of more detailed platting documents. This step in the overall subdivision process is very important because it is at the initial part of the process when decisions are to be made that can have great value from the fulfillment of the comprehensive plan; or, conversely decisions wrongly made at this point can be very damaging to the fulfillment of the comprehensive plan. It is important that all of the land to be included in the proposed subdivision shall be included in the sketch plat so that an overview of an entire area can be accomplished.

(B) Before preparing the sketch plat the subdivider should review these regulations and discuss with the Community Development Director the procedures for the adoption of a subdivision plat and the general requirements as to the layout of streets and for any reservations of land, street improvements, drainage, sewerage, water supply, fire protection, the availability of services and similar matters.

(C) *Applicability.* A sketch plat shall be required as a condition precedent to approval of any application for a major plat, except where the Community Development Director determines:

(1) The subdivision will result in no more than one new street and sufficient information exists to begin preparation of a preliminary plat, or

(2) A concept plan, preliminary site plan or final site plan for the property provides sufficient information for the preparation of a preliminary plat.

(D) *Phasing of Development.* The Commission may permit a sketch plat for a major plat to be divided into two or more phases, as indicated on the sketch plat, provided each phase satisfies the

requirements of this ordinance. In considering phasing of a sketch plat, the Commission may approve certain conditions as it deems necessary to assure the orderly development of the platted land. Such conditions may include but are not limited to temporary street and alley extensions, temporary cul-de-sacs, and off-site utility extensions.

(E) Application Procedure and Requirements:

(1) *Pre-application Conference.* Before preparing the sketch plat, the applicant is strongly encouraged to schedule an appointment and meet with the Community Development Director to discuss the procedures for approval of the plat and the requirements as to general layout of streets and or reservations of land, street improvements, drainage, sewerage, fire protection, and similar matters, as well as the availability of existing services.

(2) *General Application Requirements.* Prior to platting of the land, the property owner shall file an application for approval of a sketch plat with the Commission. The application and sketch plat shall meet the following minimum requirements:

(a) The application shall include all contiguous holdings of the property owner with an indication of the portion which is proposed to be developed or offered, sold or leased, accompanied by an affidavit of ownership, which includes an address and telephone number of an agent who shall be authorized to receive all notices required by these regulations.

(b) The study shall be drawn to scale of 1" = 200' or larger.

(c) The lower right hand corner of the sketch plat shall contain a title block clearly showing the proposed name of the subdivision or addition, the name and address of the Owner and the Engineer or Surveyor responsible for the designer survey, the scale of the drawing, the date the drawing was prepared, and the legal description of the tract.

(d) The sketch plat shall clearly show the limits of the tract and scale distances. True north shall be clearly indicated and shall be to the top or left of the study.

(e) The sketch plat shall show the names of adjacent subdivisions or additions or the name of record owners of adjoining parcels of unplatted land.

(f) The study shall contain the existing zoning on adjoining land, the location, width, and names of all existing or platted streets or other public ways within or adjacent to the tract, existing permanent buildings, railroad rights-of-way, utility and drainage easements, and topography with existing drainage channels or creeks, and other important features such as tree groupings, vegetation, political subdivisions or corporate limits and school district boundaries.

(g) The study shall show the layout, names and width of proposed thoroughfares, collector streets, and intersections, and shall show a general configuration of proposed streets and alleys.

(h) The study shall show a general arrangement of land uses, including but not limited to park and school sites, municipal facilities, private open space, floodplains and drainage ways, phasing plan, and proposed non-residential and residential uses and densities.

(3) *Additional Requirements Prerequisite to Preliminary Plat Approval.* Except as permitted, prior to the submittal of a preliminary plat, the applicant shall submit for approval a sketch plat, at a scale of 1" = 100' or larger, depicting all information required and the following additional items:

(a) The layout, names, and width of proposed streets, alleys, and easements.

(b) Layout, numbers, and approximate dimensions of proposed lots and all building lines.

(c) The location of proposed screening walls and/or other forms of screening shall be clearly indicated.

- (d) Existing contours of the tract in intervals of two feet or less, referred to sea level datum.
 - (e) Existing sewers, water mains, culverts, or other underground structures within the tract and immediately adjacent thereto with pipe sizes and locations included.
 - (f) Proposed water, sanitary sewer and storm sewer pipe lines with culverts, bridges, and other appurtenances or structures shown.
 - (g) Storm water retention or detention basins as required.
 - (h) Erosion mitigation of lots or roads next to creeks and drainage ways.
 - (i) General tree survey information.
- (4) *Standards for Approval.* No sketch plat shall be approved by the Planning Commission for a plat which is intended for development unless it conforms to the Comprehensive Plan and the development ordinances of the city.
- (5) *Approval Procedure.* After review of the sketch plat, the report and recommendations of the Community Development Director and the exhibits submitted at a scheduled meeting, the Planning Commission shall approve, conditionally approve or disapprove the sketch plat. One (1) copy of the proposed sketch plat shall be returned to the owner with the date of approval or disapproval and the reasons therefore accompanying the copy. If the Planning Commission disapproves the proposed sketch plat, the applicant may execute an appeal to the City Council in the manner prescribed in these regulations.
- (6) *Effect of Approval.* Approval of the sketch plat in conformance to these procedures by the Planning Commission constitutes authorization by the city for the property owner to submit application for approval of a preliminary plat subject to compliance with any conditions attached to approval of the sketch plat. The approval of any study or plat other than a preliminary plat does not certify the availability or capacity of infrastructure or that the property is suitable for development. The determination of infrastructure needs and capacity and the delineation of floodplain or other limitations on development will be done only during the review and approval of either a preliminary or final plat complete with required engineering plans and studies.

§ 156.043 PRELIMINARY PLAT.

- (A) *Purpose.* The purpose of the preliminary plat is to provide an interim step in the procedure at which point the subdivider shall present drawings of the detail features of the subdivision. It is at this point that the items discussed at the sketch plat stage and as set down herein are prepared in a form from which determinations can be made as to the technical workability of the development proposal.
- (B) After the Planning Commission has approved the sketch plat, the subdivider may proceed with the preparation of the preliminary plat. After the subdivider has prepared the preliminary plat he or she may take either of the following actions:
- (1) He or she may present the preliminary plat and preliminary plat checklist to the Planning Commission and obtain approval thereof before proceeding with preparation of the improvement plans; or
 - (2) He or she may present the improvement plans and improvement plans checklist to the Planning Commission at the time the preliminary plat and preliminary plat checklist are presented.
- (C) Whenever the subdivider presents to the Planning Commission a preliminary plat and preliminary plat checklist, without improvement plans, the Planning Commission may conditionally approve the preliminary plat, subject to Planning Commission approval of the improvement plans within six months following the preliminary plat conditional approval.
- (D) After review of the preliminary plat, the Planning Commission shall, within 60 days of its submission, approve, conditionally approve or reject the plat. The subdivider shall be notified in writing of this action, together with any conditions of approval or the reasons for rejection.

(E) Whenever the subdivider presents to the Planning Commission the preliminary plat, preliminary plat checklist, improvement plans and improvement plans checklist and the Planning Commission finds that the plat and improvement plans meet all the requirements of these regulations, it shall approve the preliminary plat and improvement plans by placing a certificate of approval upon each copy of the plat and plans. Such certificate of approval shall bear the signature of the Chairperson and Secretary of the Planning Commission and shall provide that the approval given thereby does not constitute approval for purposes of recording.

(F) Approval of the preliminary plat shall not in all cases entitle the subdivider to approval of the final plat. Upon preliminary approval, if any conditions arise which would cause the preliminary plat to become unsatisfactory due to health, safety or welfare of the community, the Planning Commission shall recommend that the final plat be rejected.

(G) *Application Procedure and Requirements.* On forms approved by the city, the applicant shall file for approval of a preliminary plat, which conforms substantially with the sketch plat (if required) or alternate plan submitted by the applicant. The plat shall be prepared by or under the supervision of a registered public surveyor in the State of Oklahoma and shall bear his seal, signature and date on each sheet. The payment of all applicable fees shall be required at the time of submission.

(1) *General Application Requirement.* Copies of the proposed preliminary plat shall be at a scale of 1" = 100' or larger and in a form substantially as follows:

(a) The boundary lines with accurate distances and bearings and the exact location and width of all existing or recorded streets intersecting the boundary of the tract.

(b) True bearings and distances to the nearest established street lines and monuments, which shall be accurately described on the plat.

(c) Specific tree survey.

(d) The exact layout including:

(i) *Proposed street names* - Street names must be submitted to the Community Development Department for approval in accordance with the city's guidelines for the naming of streets. The Community Development Department will maintain an index of street names which will contain these guidelines. Street names and subdivision names are fixed at the time of approval of the preliminary plat. A fee, as set by the City Council by motion or resolution, will be charged to change street names and subdivision names after approval of the preliminary plat.

(ii) The length of all arcs, radii, internal angles, points of curvature, length, and bearings of the tangents.

(iii) All easements for rights-of-way provided for public services or utilities and any limitations of the easements.

(iv) All lot numbers and lines with accurate dimensions in feet and hundredths of feet and with bearings and angles to street and alley lines.

(v) The location of the centerline of creeks or drainage ways should be tied with accurate dimensions in feet and hundredths of feet with bearings and angles. No unplatted remainder will be allowed between property boundaries and centerlines of creeks.

(e) The accurate location, material, and size of all monuments approved by the City Engineer. Horizontal and vertical control data shall be established for a minimum of two (2) corners of the subdivision or addition. One inch iron rods shall be set at all block corners, angle points, points of corners, and points of tangents. One-half inch iron rods shall be set at all other lot corners.

- (f) The accurate outline of all property which is offered for dedication for public use with the purpose indicated thereon, and of all property that may be reserved by deed covenant for the common use of the property owners in the subdivision or addition.
- (g) Building setback lines for residential properties.
- (h) Special restrictions including, but not limited to, drainage and floodway, fire lanes, and screening.
- (i) Proposed name of the subdivision or addition. The name shall not duplicate, be the same in spelling or alike in pronunciation with any other recorded subdivision.
- (j) Names of adjacent subdivisions.
- (k) Name and address of the property owner, the owner's Surveyor, and the owner's Engineer.
- (l) North point, scale, and date.
- (m) Legal description according to the real estate records maintained by the County Clerk's office and area calculations.
- (n) Location by section, town, range, township, county and state.
- (o) Additional documents necessary for dedication or conveyance of easements or rights-of-way, as required by the city. The city may, in some instances, require the conveyance of fee simple title for certain rights-of-way.
- (p) Entry easements to allow city inspectors to enter the property being platted for the purpose of inspecting the construction of the public improvements.
- (q) Important features such as existing permanent buildings;
 - (1) Large trees and water courses;
 - (2) Parks and other public lands;
 - (3) railway lines;
 - (4) Existing public easements;
 - (5) Oil and gas lines or wells as shown on the records of the Oklahoma Corporation Commission (including abandoned or gas or oil wells and dry holes which remain unplugged),
 - (6) Existing utilities including sewer, water mains, culverts and other underground structures within the tract or immediately adjacent thereto, showing pipe sizes and grades indicates;
 - (7) Contours at intervals of 2 feet which are referenced to USGS data; and
 - (8) Any other relevant feature necessary for a full and complete understanding of the proposed subdivision.
- (r) Title of document and a vicinity sketch drawn to a scale of a maximum of 2,000 feet to the inch.
- (s) Copies of any private restrictions to be included in the deeds shall be attached to the preliminary plat.
- (t) Regulatory flood boundaries, and the ten (10) year flood boundaries.
- (2) *Other Required Documents and Information to Be Filed With Preliminary Plat.*
 - (a) Proposed covenants and deed restrictions, if any.
 - (b) Source of water supply.

- (c) Provisions for sewage disposal.
 - (d) Construction Plans
- (3) *Standards for Approval.* No preliminary plat shall be approved by the Planning Commission or by the City Council unless the following standards have been met:
- (a) The plat substantially conforms with the approved sketch plat or other study as provided in these regulations.
 - (b) The construction plans have been reviewed by the City Engineer.
 - (c) Provision for installation and dedication of public improvements has been made.
 - (d) The plat conforms to applicable zoning and other regulations.
 - (e) The plat meets all other requirements of these regulations.
- (4) *Timing of Public Improvements:*
- (a) The Planning Commission may require that all public improvements be installed, offered for dedication, and ready for acceptance by the city prior to the signing of the final plat by the Chairman of the Planning Commission.
- The Planning Commission may permit or require the deferral of the construction of public improvements if in its judgment, deferring the construction would not result in any harm to the public, or offer significant advantage in coordinating the site's development with adjacent properties and off-site public improvements. Any required public improvement(s) approved for deferred construction must be provided for as required prior to the approval of the final plat.
- (b) If the Planning Commission does not require that all public improvements be installed, offered for dedication and accepted by the city prior to signing of the final plat by the Chairman, it shall require that the applicant execute an improvement agreement and provide security for the agreement as provided in these regulations.
 - (c) This procedure shall also apply to the approval of a final plat if the preliminary plat is omitted.
- (5) *Approval Procedure.* After review of the preliminary plat, the report and recommendations of the Community Development Director concerning the land study and the application, the report and recommendation of the City Engineer on the construction plans, and any exhibits submitted at a public meeting, the applicant shall be advised of any required changes and/or additions. The Planning Commission shall approve or disapprove the preliminary plat. One (1) copy of the proposed preliminary plat shall be returned to the owner with the date of approval, conditional approval or disapproval and the reasons therefore accompanying the plat. If the Planning Commission disapproves the proposed preliminary plat, the applicant may execute an appeal in the manner prescribed in these regulations.
- (6) *Effect of Approval* - Approval of a preliminary plat by the Planning Commission constitutes authorization for the City Engineer to release construction plans subject to his final approval and for the City Engineer to authorize for the property owner to commence grading of the site and construction of such public improvements as are required by the Planning Commission. Approval of a preliminary plat also authorizes the property owner, upon fulfillment of all requirements and conditions of approval, to submit for approval an application for final plat approval. Upon release of the construction plans, the City Engineer may, upon request of the applicant, issue a certificate indicating the construction plans have been released and construction of the improvement is thereafter authorized. Additional certificates may be issued by the City Engineer authorizing the construction of private utilities on a phased schedule. The certificate shall read as follows:

"The preliminary plat for (insert name of the subdivision or addition) as approved by the City of Durant Planning Commission on (insert date of approval) is authorized for use

with engineering plans for the construction of public improvements as approved by the City Engineer. A final plat shall be approved by the Planning Commission upon the completion of all public improvements or the provision of a subdivision improvement agreement under the terms of the Subdivision Ordinance and submission of a final plat in compliance with Section 3.6 of the Subdivision Ordinance of the City of Durant.

Zoning regulations that affect exterior appearance of a single-family house or the landscaping of a single-family lot and that are adopted after approval of a preliminary plat for a single-family residential development, shall not apply for a period of two years from the latter of the date of plat approval or the date of the acceptance of public improvements related to the plat."

(7) *Lapse of Preliminary Plat Approval.* The approval of a preliminary plat shall be effective for a period of two (2) years from the date that the preliminary plat is approved by the Planning Commission or the City Council, at the end of which time the applicant must have submitted and received approval for a final plat. If a final plat is not submitted and approved within two (2) years, or an extension is not granted in accordance with these regulations, the preliminary plat approval shall be null and void, and the applicant shall be required to submit a sketch plat for review subject to the then existing zoning restrictions and subdivision regulations.

(H) *Construction Plan Procedure and Requirements:*

(1) *General Application Requirement.* Construction plans shall be prepared by or under the supervision of a professional engineer or architect registered in the State of Oklahoma as required by state law governing such professions. Plans submitted for review by the city shall be dated and bear the responsible engineer's or architect's name, serial number and the designation of "engineer," "professional engineer," or "P.E." or "architect" and an appropriate stamp or statement near the engineer's or architect's identification, stating that the documents are for preliminary review and are not intended for construction. Final plans acceptable to the city shall bear the seal and signature of the engineer or architect and the date signed on all sheets of the plans. Public works construction in streets, alleys or easements which will be maintained by the city shall be designed by a professional engineer registered in the State of Oklahoma.

(2) *Construction Plan Review Procedure.* Copies of the construction plans, and the required number of copies of the plat shall be submitted to the City Engineer for final approval. The plans shall contain all necessary information for construction of the project, including screening walls and other special features. All materials specified shall conform to the design standards of the city. Each sheet of the plans shall contain a title block including space for the notation of revisions. This space is to be completed with each revision to the plan sheet and shall clearly note the nature of the revision and the date the revision was made. The City Engineer will release the plans for construction, after approval of the preliminary plat by the Planning Commission and payment of all inspection fees. Upon such release, each Contractor shall maintain one set of plans, stamped with city release, on the project at all times during construction. This procedure shall also apply to approval of a final plat, if a preliminary plat is omitted.

(3) *Failure to Commence Construction.* If construction has not commenced within one (1) year after approval of the plans, resubmittal of plans may be required by the City Engineer for meeting current standards and engineering requirements. "Construction" shall mean installation of city maintained public improvements.

§ 156.044 FINAL PLAT.

(A) *Purpose.* The purpose of the final plat is to create a record document which accurately describes the subdivided land, both as to accurate dimensions, and as to legal provisions which are pertinent to the subdivision. Much of the reason for this step is to make the transfer of the land more simple and certain. Land sales by reference to a legally filed plat are generally less complicated and more likely to provide the precise legal situation sought. The certainty of such sales derives from the assurance of an accurate survey and processes designed to assure the provision of facilities necessary to service the land.

(B) At the time the final plat and final plat checklist are submitted to the Community Development Department, the subdivider shall take one of the following courses of action:

(1) If the subdivider elects to, deposit the surety bond as specified in § 156.026, he or she shall submit plans for all improvements required under this chapter, such plans to bear the approval of the Planning Commission. Upon completion of a portion of the construction of the required improvements, the Planning Commission may release a portion of the surety bond in the amount of the costs of the constructed improvements, as estimated by the Planning Commission, Secretary or municipal staff. Before any portion of the surety bond may be released, the City Engineer, City Building Inspector or City Manager shall approve the as-built plans and specifications for that portion of the improvements for which the subdivider has requested release of the surety bond;

(2) If the subdivider elects to complete all improvements as specified in the preliminary plat, he or she shall submit the as-built specifications and as-built original tracings of all improvements. If the Secretary of the Planning Commission finds that the as-built plan and specifications comply with requirements, and that the actual construction is as shown in the plans and specifications, he or she shall endorse his or her approval thereon.

(C) All actions of the Planning Commission, whether approving final plats for all or part of an area shown in a preliminary plat shall, in so far as the plat involves dedications to the public, constitute only an authorization for the subdivider to submit the plat to the City Council to which the dedications are proposed. Such Planning Commission actions shall not constitute an acceptance of dedication or a commitment to accept dedication.

(C) *Applicability.* A final plat shall be required for subdivisions of property and the recording of single lots in accordance with these regulations.

(D) *Application Procedure and Requirements.* A final plat for minor subdivisions may be approved by the Community Development Director. A final plat for a major subdivision shall require approval by the Planning Commission. Final plats shall comply to the preliminary plat where applicable. The application shall be accompanied by the following:

(1) Four (4) mylar and (4) paper copies of the proposed final plat bearing all information specified in these regulations and the following:

(a) The final plat shall be clearly and legibly prepared by a Surveyor or Engineer. The size of the map shall not be less than 22 inches by 34 inches and shall be drawn to the scale of one inch equals 100 feet, unless the Community Development Director authorizes a different scale in writing.

(b) *Notice Statement.* "Notice: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits."

(c) Name of subdivision and the name and number of any larger subdivision of which this tract now subdivided was once a part.

(d) Number of lots and the acreage platted

(e) *Boundary Lines.* The boundary lines with accurate distances and bearings and the exact location and width of all existing or recorded streets intersecting the boundary of the tract.

(f) *Bearing Distances.* True bearings and distances to the nearest established street lines and monuments, which shall be accurately described on the plat

(g) *Property Offered For Dedication.* The accurate outline of all property which is offered for dedication for public use, and of all property that may be reserved by covenant in the deeds for the common use for the common use of the property owners in the subdivisions, with the purpose indicated thereon.

(h) The exact layout including:

- (i) Street and alley lines, including their names, bearings, angles of intersection and widths (including widths along the line of any intersecting street):
- (ii) The length of all arcs, radii, internal angles, points of curvature, length, and bearings of the tangents.
- (iii) All easements for rights-of-way provided for public services or utilities and any limitations of the easements.
- (iv) All lot numbers and lines with accurate dimensions in feet and hundredths of feet and with bearings and angles to street and alley lines.
- (v) The location of the centerline of creeks or drainage ways with accurate dimensions in feet and hundredths of feet with bearings and angles.
- (i) The accurate location, material, and size of all monuments approved by the City Engineer.
- (k) Building setback lines for residential properties.
- (k) Special restrictions including, but not limited to, drainage and floodway, fire lanes, and screening.
- (l) In case the subdivision is traversed by water course, channel, stream, or creek, the prior or present location of such water course, channel, stream, or creek shall be shown on the plat and the boundary of the regulatory flood and the ten (10) year flood. It will be assumed that there is no significant difference between the two (2) and the regulatory flood will be used, unless the owner shows the ten (10) year flood on the map.
- (m) North point, scale, and date.
- (n) Legal description according to the real estate records maintained by the County Clerk's office and area calculations.
- (o) Location by section, town, range, township, county and state.
- (p) Title of document and a vicinity sketch drawn to a scale of a maximum of 2,000 feet to the inch.
- (2) Formal irrevocable offers of dedication to the public of all streets, local government uses, utilities, parks, and easements, in a form approved by the City Attorney. The plat shall be marked with a notation indicating the formal offers of dedication.
- (3) The improvement agreement and security, if required, in a form satisfactory to the City Attorney and in an amount established by the Planning Commission upon recommendation of the City Engineer and shall include a provision that the property owner shall comply with all the terms of the final plat approval as determined by the Planning Commission.
- (4) As-built construction plans, where applicable.
- (5) Covenants and deed restrictions, if any.
- (5) Accurate legal description.
- (6) Certification by a Registered Public Surveyor to the effect that the plat represents a survey made by him and that all the monuments shown thereon actually exist, and that their location, size, and material description are correctly shown, and that the survey correctly shows the location of all visible easements and rights-of-way and all rights-of-way, easements and other matters of record affecting the property being platted.
- (7) The County Clerk's Office and applicable state statutes may require additional information to be submitted or included on the final plat
- (E) *Standards for Approval.* No final plat shall be approved by the Community Development Director, the Planning Commission or the City Council unless the following standards have been met:

- (1) The plat substantially conforms to the preliminary plat.
- (2) Required public improvements have been constructed and are ready to be accepted, and/or an improvement agreement has been accepted by the city providing for the subsequent completion of improvements.
- (3) The plat conforms to applicable zoning and other regulations.
- (4) Provision has been made for adequate public facilities under the terms of this ordinance.
- (5) The plat meets all other requirements of this ordinance.

(F) *Approval Procedure.* After review of the final plat, the Community Development Director shall place the final plat for consideration on the agenda of a public meeting of the Planning Commission. Minor plats may be approved by the Community Development Director or referred to the Planning Commission in accordance with these regulations. In the event of disapproval, reasons for disapproval shall be stated. One copy of the final subdivision plat shall be returned to the applicant with the date of approval, conditional approval or disapproval noted on the final plat, and, if the final plat is disapproved, the reasons for disapproval accompanying the final plat.

(G) *Appeals.* If the Planning Commission disapproves the final plat, the applicant may appeal to the City Council in the manner prescribed in these regulations.

(H) *Certificate of Compliance.* Upon final approval of a final plat required by these regulations, the Planning Commission shall issue to the person applying for approval a certificate stating that the final plat has been approved by the Planning Commission and/or the City Council. For purposes of this section, final approval shall not occur until all conditions of approval have been met.

(I) *Signing and Recording of Final Plat.*

(1) When an improvement agreement and security are required, the Chairman of the Planning Commission, or the Mayor, if approval has been granted by the City Council, and the Community Development Director or City Engineer shall endorse approval on the final plat after the agreement and security have been approved by the Planning Commission, and all the conditions pertaining to the final plat have been satisfied.

(2) When installation of public improvements is required prior to recordation of the final plat, the Chairman of the Planning Commission or the Mayor, if the plat has been approved by the City Council, and Community Development Director or City Engineer shall endorse approval on the final plat after all conditions of approval have been satisfied and all public improvements satisfactorily completed. There shall be written evidence that the required public improvements have been installed in a manner satisfactory to the city as shown by a certificate signed by the City Engineer stating that the necessary dedication of public lands and installation of public improvements has been accomplished.

(3) It shall be the responsibility of the applicant to file the final plat with the County Clerk. Simultaneously with the filing of the final plat, the applicant shall record such other agreements of dedication and legal documents as shall be required to be recorded by the City Attorney. The final plat, bearing all required signatures, shall be recorded after final approval and within ten working days of its receipt. One (1) copy of the recorded final plat shall be returned to the City prior to the issuance of any building permits.

(J) *Effect of Approval.* Approval of a final plat shall certify compliance with the regulations of the City of Durant pertaining to the subdivision of land. An approved and signed final plat may be filed with the County as a record of the subdivision of land and may be used to reference lots and interests in property thereon defined for the purpose of conveyance and development as allowed by these regulations.

(K) *Lapse of Final Plat Approval.* The approval of a final plat shall be effective for a period of six (6) months from the date that the final plat is approved by the Planning Commission or the City Council, at the end of which time the applicant must have met the requirements for recording of the final plat with the County Clerk. If the applicant has not met the requirements for recording of the final plat with the County Clerk within six (6) months, or an extension is not granted in accordance with these regulations, the final

plat approval shall be null and void, and the applicant shall be required to submit a new plat for review subject to the then existing zoning restrictions and subdivision regulations. No Certificate of Occupancy or Change of Occupancy permit will be allowed for the property until the applicant has met the requirements for filing of the final plat with the County Clerk.

§ 156.045 CONVEYANCE PLATS (NEW)

(A) *Purpose.* A conveyance plat may be used solely for the purpose of subdividing land and the recording of same, or recording a single existing lot or parcel created by other means. A conveyance plat may be used to convey the property or interests therein; however, a conveyance plat does not constitute approval for development of the property and is not intended for immediate development. A conveyance plat is an interim step in the subdivision and development of land.

(B) *Applicability.* Conveyance plats may be used in lieu of a final plat to record the subdivision of property in the following instances:

(1) To record the remainder of a tract larger than five acres created by the final platting of a portion of the property provided that the remainder is not intended for immediate development.

(2) To record the subdivision of property into parcels five acres or smaller in size that are not intended for immediate development, and where all public improvements exist prior to approval and minimum frontage requirements are met. All public rights-of-way must be dedicated and all abutting streets and utilities must be installed and accepted by the city. Installation of on-site improvements may be delayed if development of other tracts is not affected.

(C) *Application Procedure and Requirements.*

(1) *Application Requirements.* The property owner shall submit an application, together with other supporting documents and fees, to the Community Development Director by an official submittal date. A conveyance plat and associated documents shall include all information required for a final plat and the additional information listed below:

(a) Construction plans shall not be required except where street, utility and drainage improvements are proposed by the owner. Construction plans, easements, and dedications as appropriate shall be submitted concurrent with the conveyance plat or any subsequent replat. The construction plans, if any, shall be prepared by or under the supervision of a professional engineer registered in the State of Oklahoma and shall bear his seal on each sheet.

(b) All conveyance plats must be titled "Conveyance Plat" and carry the following wording:

"A conveyance plat is a record of property approved by the city for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record and public improvements accepted in accordance with the provisions of the Subdivision Regulations of the City of Durant. Selling a portion of this property by metes and bounds, except as shown on an approved, filed and accepted conveyance plat, final plat or replat is a violation of the city Ordinance and State Law."

(2) *Standard for Approval:*

(a) *Access.* All tracts, parcels, lots or sites created by a conveyance plat shall have frontage and access to an existing or proposed public street defined in the City's Comprehensive Plan or an existing standard street meeting city construction standards and accessing the existing city street system.

(b) *Reservation of Rights-of-Way.* Conveyance plats must provide for the reservation of future rights-of-way of planned roadways. Right-of-way reservation acknowledges the future obligation to dedicate right-of-way for public thoroughfares and

streets specified in the city's Comprehensive Plan or approved land study. Reservation of right-of-way does not grant any right or interest in the property to the city or other entity. The final alignment may be adjusted upon final platting in order to meet engineering design standards.

(c) *Dedication of Rights-of-Way.* Dedication of right-of-way shall be required where a conveyance plat is used to record the remainder of a tract created by the final platting of a portion of the property. The required right-of-way dedication shall be limited to that which is necessary to provide access to the property proposed for final plat approval and to complete turn lanes, intersections and transitions in road pavement width resulting from development of the property proposed for final plat approval.

(3) *Approval Procedure.* A conveyance plat meeting all requirements of the city may be placed on the consent agenda of the Planning Commission. Conveyance plats shall be approved provided they comply with all appropriate ordinances and the Comprehensive Plan. The Planning Commission must approve, conditionally approve or deny a conveyance plat no later than 30 days from the date of application. If denied, the Planning Commission shall provide a written explanation of the reason for denial. If the Planning Commission fails to approve or deny the application within 30 days of the official submission date, the conveyance plat shall be deemed approved. A conveyance plat qualifying as a minor plat shall be reviewed and acted upon by the Community Development Director in accordance with these regulations.

(4) *Signing and Filing:*

(a) After the approval of the conveyance plat by the Planning Commission, and the correction of the conveyance plat as required by the Planning Commission, the property owner may file the conveyance plat with the County. The owner shall file the conveyance plat within six months from the date of approval. Any conveyance plat which has not been filed with the County within six months of the date of approval shall be void. Prior to filing with the County the property owner may withdraw and void a conveyance plat. Any conveyance plat withdrawn and/or voided, must be resubmitted under current regulations and procedures and reapproved by the Planning Commission and filed with the County. Prior to filing, the Chairman of the Planning Commission or the Community Development Director shall endorse approval of the conveyance plat. One (1) copy of the recorded final plat shall be returned to the City within ten (10) days of filing.

(b) No final plat processed and approved in association with a conveyance plat shall be filed without the concurrent filing of the associated approved conveyance plat.

(5) *Effect:*

(a) Conveyance plat approval and acceptance by the city does not relieve the owner from obligations, including fees, required by other sections of this or other ordinances of the city pertaining to the improvement of the property or extension of services as required to make the property suitable for development.

(b) Neither reservation nor dedication of right-of-way shall relieve the property owner from obligations for street construction or assessments associated with public street improvement programs. Easements for access, utilities and drainage may be recorded on conveyance plats.

(c) *Final Platting Requirements*

(i) No building permits shall be issued nor permanent utility service provided for land which has only received approval as a conveyance plat. Notwithstanding the above, the Community Development Director may authorize temporary building permits, temporary occupancy permits, and temporary utility service.

(ii) A conveyance plat may be superseded by a preliminary plat or final plat in total or in part through compliance with the procedures and requirements of this ordinance.

- (d) Agricultural Use. The use of a conveyance plat shall not prohibit the use of the subdivided land for agricultural uses as permitted in the zoning regulations of the city.

§ 156.046 DEVELOPMENT PLAT (NEW)

- (A) This section applies to the platting and development of any single parcel greater than five acres or the subdivision and development of any property into parts, each part being greater than five acres. The term "development" means the new construction or the enlargement of any exterior dimension of any building, structure, or improvement. The term "improvement" shall include the construction of a utility, road, parking, or drainage system. The term shall also apply to the grading of land or clearance of trees, except as may be permitted for valid agricultural use of the property.
- (B) A development plat must be prepared by a registered professional land surveyor as a boundary survey showing:
- (1) Each existing or proposed building, structure or improvement or proposed modification of the external configuration of the building, structure or improvement;
 - (2) Each easement and right-of-way within or abutting the boundary of the surveyed property; and
 - (3) The dimensions of each street, sidewalk, alley, square, park, or other part of property intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, sidewalk, alley, square, park, or other part; and
 - (4) Any additional information as required by this ordinance to apply for the approval of a plat
- (C) The requirements and standards for design, reservation, construction, completion, maintenance, cost participation and escrow for public improvements applying to the approval of a plat shall also apply to a development plat.
- (D) Development plats shall be processed under the same procedures and are subject to the same fees as apply to a plat. The procedures for a minor subdivision may be used when applicable.
- (E) A development plat shall be approved if it conforms to the following standards:
- (1) The general plans, rules, and ordinances of the city concerning its current and future streets, sidewalks, alleys, parks, playgrounds, and public utility facilities; and
 - (2) The general plans, rules, and ordinances for the extension of the city or the extension, improvement, or widening of its roads, streets, and public highways within the municipality.
- (F) New development may not begin on the property until the development plat is filed with and approved by the city. Approved development plats and other agreements of dedication and legal documents as required shall be recorded with the County Clerk by the applicant.

§ 156.047 LOT-SPLITS (REPLACES OLD LOT SPLIT 156.044)

- (A) *Application.* Whenever any lot split is proposed to be made, the owner or his agent shall submit to the Community Development Director an application for review and approval which shall consist of:
- (1) An application form as prescribed by the Community Development Director.
 - (2) Four copies of each certified survey prepared by a land surveyor registered in the State of Oklahoma, showing the dimensioned location of structures and easements thereon, together with the precise nature, location and dimensions of both of the following:
 - (a) The proposed new lot; and
 - (b) The remaining portion of the original lot after the split.
 - (3) The Community Development Director may require additional plat information regarding adjacent property, in order to ensure that future access needs can be met.

(B) *Review and Action by Community Development Director.* Lot split requests shall be administered by the Community Development Director or their official designee. The Community Development Director shall not approve a lot split if:

- (1) A new public street or alley is needed; or
- (2) All easement requirements have not been satisfied; or
- (3) Substandard or unusable lots according to the subdivision, building, and zoning regulations would be created; or
- (4) The lot-split will create lots violating the "spirit" of the size of lots in the same and surrounding subdivisions; or
- (5) The lot has previously been split in accordance with these regulations (requires a minor subdivision).

(C) *Recording of Lot Split.* The lot split approval certificate and the survey plats for both new lots created shall be recorded with the County Clerk by the applicant within 7 days of approval by the Review Committee. One of the four copies shall be returned to the Community Development Department 7 within 7 days of its recording with the County Clerk.

(D) *Appeal.* In the event of denial by the Community Development Director, the application for a lot split may be submitted to the Planning Commission, for a fee as set by the City Council by motion or resolution, as a regular agenda item for their review, modification, approval or denial. In the event of denial by the Planning Commission, the application for a lot split may be submitted to the City Council, for a fee, as a regular agenda item for their review, modification, approval or denial.

§ 156.048 REPLATTING OF LAND

(A) *Replat Required.* Unless otherwise expressly provided for herein, a property owner who proposes to replat any portion of an already approved final plat, other than to amend or vacate the plat, must first obtain approval for the replat under the same standards and by the same procedures prescribed for the platting of land by these regulations. The Community Development Director may waive or modify requirements for a sketch plat under circumstances where the previously approved sketch plat is sufficient to achieve the purposes set forth in these regulations.

(B) *Replatting Without Vacating Preceding Plat.* A replat of a final plat or portion of a final plat may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

- (1) Is signed and acknowledged by only the owners of the property being replatted;
- (2) Is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the Planning Commission; and
- (3) Does not attempt to amend or remove any covenants or restrictions previously incorporated in the final plat.

(C) *Additional Requirements for Certain Replats.*

(1) A notice of the public hearing shall be published 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. Notice shall be mailed to all owners of property located within 300 feet of the subject property as provided by a certified abstractor's list at the applicant's cost at least 20 days prior to the hearing;

(2) If the proposed replat requires a variance, and the owners of 20 percent or more of the area of lots to whom notice is required to be given under Subsection (b) file with the Planning Commission a written protest of the replatting before or at the hearing, approval of the replat will require the affirmative vote of four of the Planning Commission members. In computing percentages of ownership, each lot is considered equal to all other lots regardless of size or number of owners, and the owners of each lot are entitled to cast only one vote per lot. The area of streets and alleys shall be included in computing the percentage of land area.

- (3) Any replat which adds or deletes lots must include the original lot boundaries.

§ 156.999 PENALTY.

(A) Except as provided in these regulations and lots of record established prior to the effective date of this ordinance, no building permit shall be issued for any new structure or change, improvement or alteration of any existing structure on any tract of land which does not comply with all of the provisions of this chapter.

(B) Except as provided in these regulations and lots of record established prior to the effective date of this ordinance, the city shall withhold all public improvements and utilities, including the maintenance of streets and the provision of sewage facilities and water service, from all tracts, lots or additions, the platting of which has not been officially approved by the Community Development Director, the Planning Commission, or City Council and for which a certificate of compliance has not been issued pursuant to these regulations.

(B) A violation of this chapter shall be deemed an offense and shall be punishable as provided in § 10.99 and in accordance with applicable state law. Any person, partnership or corporation violating any of the provisions of this chapter upon conviction thereof shall be punished as provided in § 10.99.

(C) The city may issue citations to suspected violators of this chapter, which citations shall state the violation that is alleged, the time of the observation of the offense, any correction of the violation which is sought, the time allowable for the accomplishment of the correction and the further action which will be taken to seek remedy should correction not be accomplished. The issuance of such citations does not preclude the filing of charges in district court, nor shall the issuance of such citations be a mandatory process precedent to the filing of charges in district court.

**Minutes of the Durant Municipal Planning Commission Meeting of Tuesday,
September 29, 2020 Roscoe J. Hatfield, City Council Chambers, Durant City Hall**

CALL TO ORDER:

Planning Commission Chair Kevin Keener called the meeting to order at 5:37 p.m.

INVOCATION:

Drew Jackson

Roll Call:

Planning Commission Members:

Present: Kerr, Jackson, Horner, Keener

Absent: Knight

1. CONSIDERATION APPROVAL OF MINUTES

- Planning Commission Meeting of August 25, 2020

Motion was made by Commission Member Jackson and seconded by Commission Member Kerr to approve the minutes of August 25, 2020 as presented.

Motion carried by the following vote:

Aye: Kerr, Jackson, Horner, Keener

Nay:

Abstain:

2. CONSIDERATION PC2020-17

Danielle Barker reviewed with the Planning Commission members a Final Plat request. It was stated the lots met the current zoning code requirements and no infrastructure would be needed for this area. The future land use map shows this area as Agriculture and the Final Plat will be in compliance with the Comprehensive Plan.

The Planning Commission asked the representative of the applicant if he had documentation from the property owner giving him permission to proceed with their final plat. The representative stated that when the rezoning case was done a document was submitted, but he did not have one for this particular case. The Commission Members further discussed the item.

Motion was made by Commission Member Kerr and seconded by Commission Member Jackson to approve the request contingent upon the representative providing documentation from the property owner.

Motion carried by the following vote:

Aye: Kerr, Jackson, Horner, Keener

Nay:

Abstain:

3. CONSIDERATION PC2020-19

Danielle Barker reviewed with the Planning Commission members a request to update the subdivision ordinance to change the preliminary and final platting sections to include public notification processes. This change would mirror the current language that is stated in the re-platting sections of the ordinance.

The Commission Members and Danielle Barker had some conversation about including sketch plats in the update as well. There was also discussion regarding public notification of agenda items for meetings.

Motion was made by Commission Member Jackson and seconded by Commission Member Kerr to approve the request to amend Sections (A) (B) and (C) to include language for a public hearing process.

Motion carried by the following vote:

Aye: Kerr, Jackson, Horner, Keener

Nay:

Abstain: