

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 UTILITIES AUTHORITY

6:00 PM

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

May 14, 2024

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of April 9, 2024

2. Consider Items Removed from Consent

3. Information Items

4. Administration

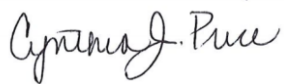
- a. Consider Approval of Quote From Automatic Engineering for Variable Frequency Drive at High Service Pump Station #4 in the Amount of \$55,000.00
- b. Consideration, Discussion, and Possible Approval of Consent Order Between the Durant City Utilities Authority and the Department of Environmental Quality, Case No. 24-087

5. 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 14th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 2:55 p.m. on the 10th day of May 2024. Amended Agenda was posted at the place of such meeting at 10:30 a.m. on the 12th day of May, 2024.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of April 9, 2024

Council Information / Action Requested

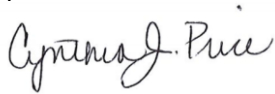
Approval of Regular Meeting Minutes of April 9, 2024

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

ATTACHMENTS:

1. Durant City Utilities Authority Minutes 04092024 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November 2024 and that an agenda of said meeting was posted at the place of such meeting at 4:25 p.m. on the 4th day of April 2024.



Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT CITY UTILITIES AUTHORITY
April 9, 2024 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma

CALL TO ORDER

Chairman Tucker called the meeting to order at 6:52 p.m.

ROLL CALL

Present:

Trustee Lauran Fuller
Trustee Humphrey Miller
Trustee Danny Sherrer
Vice Chairman Mike Simulescu
Chairman Martin Tucker
City Attorney Tom Marcum
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:

None

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of March 12, 2024

Motion To: Approve Consent Item as Presented

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

4. Administration

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Consider Approval of Quote From Automatic Engineering for Variable Frequency Drive at High Service Pump Station #4 in the Amount of \$55,000.00

There was an emergency order requested for a Variable Frequency Drive to operate High Service Pump Station #4. The emergency order was approved and placed. Three quotes were received (a copy of each quote is attached). Staff recommends the quote be awarded to Automatic Engineering in the amount of \$55,000 (\$50,962.00 plus freight).

Council Information / Action Requested

Approval of Quote From Automatic Engineering for Variable Frequency Drive at High Service Pump Station #4 in the Amount of \$55,000.00

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

ATTACHMENTS:

1. Automatic Engineering OP-591872 VFD Installation Estimate
2. Machining and Valve Automation Services LLC Quote
3. Purvis Industries Quote

SERVICE ESTIMATE

Customer: City Of Durant Contact : Tony Smallwood Date: 03/07/2024 Phone: 580-924-7203 Fax: 580-924-3956 Project: DANFOSS VFD INSTALLATION Quote #: 7061573 Opp #: OP-591872	Automatic - Municipal Tulsa 8335 S 89th W Ave Tulsa, OK 74131 Phone: 918-585-5703 Fax: 918-585-5707	 AUTOMATIC ENGINEERING A COGENT COMPANY
--	--	---

Dear Tony,

We are pleased to offer the following estimate for your review.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
---------	----------	---------------------	----------	----------

Sight Unseen; Estimate provided is for the scope provided, anything discovered during buildup that is outside of this scope will be an additional charge and not covered under warranty.

Any work not specifically detailed in the scope of the work statement is outside the scope of the project and will not be completed by Cogent at time of service. Any additional work resulting from the work described but not explicitly listed in the scope of work will be performed separately at a time and material rate. Cogent maintains responsibility for work described when equipment is in a reasonable repair condition.

1	1.00	SID-INSTALLATION Serial Number - 7061573		
	1.00	■ DANFOSS VFD - PURCHASE AND INSTALLATIONSTARTUP 4 TO 5 WEEKS TO SHIP		
			Total	\$48,609.00
2	1.00	SID-INSTALLATION		
	1.00	Danfoss DriveProtection Extended Warranty Onsite Startup- Optional		
			Total	\$2,353.00

Delivery: 4 - 5 week(s) after receipt of P.O.
 FOB Point: Shipping Point
 Terms of Payment Upon Receipt
 Freight: Field Service Personnel
 Quote Validity: 60 Days

Thank you for the opportunity to provide you with this estimate. Please let us know how you would like to proceed.

Quoted By:
Amber McVey
amcvey@cogentcompanies.com

Salesrep:
Tim Hunt
thunt@fluidequip.com
918-998-7021

STANDARD TERMS AND CONDITIONS

Price is FOB shipping point and does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 15 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of 'commercial transaction' invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised March 2022

**MACHINING & VALVE
AUTOMATION SERVICES LLC**
PO Box 311
ROYSE CITY TX 75189
214-502-6432

QUOTE

DATE	QUOTE #
4/18/2024	2023-100830

CITY OF DURANT WTP
PO Box 578
300 W EVERGREEN ST
DURANT OK 74702

CITY OF DURANT WTP
PO Box 578
300 W EVERGREEN ST
DURANT OK 74702

REP	TERMS
MIKE	NET 30

DESCRIPTION	QTY	COST	TOTAL
NEW DANFOSS VFD			
DANFOSS VLT 8450AT4CN1EXRODLF00AC 1	1	61,300.00	61,300.00
REMOVE OLD	2	3,750.00	7,500.00
INSTALL NEW VFD			
MVA SERVICE TECHNICIAN / MECHANICAL SPECIALIST			
CREW TECHNICIAN / MECHANICAL SPECIALIST			
SERVICE TRUCK / EQUIPMENT CHARGE	2	275.00	550.00
*PRICES ARE SUBJECT TO A FUEL SURCHARGE.			
ELECTRICAL MATERIALS FOR INSTALL	1	4,750.00	4,750.00
VFD STARTUP	1	1,750.00	1,750.00
		TOTAL	\$75,850.00

IF EXTRA LABOR OR MATERIALS NOT DESCRIBED ABOVE ARE REQUIRED, THE OWNER WILL BE NOTIFIED FOR APPROVAL BEFORE WORK IS COMPLETED. THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE REFERENCED ABOVE. WE THANK YOU FOR CONSIDERING MVA SERVICES FOR YOUR SERVICE NEEDS.

THANKS

MIKE
MVA SERVICES
SERVICE YOU CAN COUNT ON!
MIKE@MVASERV.COM
OFFICE 214-502-6432
CELL 214-538-0932

*****DUE TO THE CORONA VIRUS OUTBREAK ALL SHIP DATES ARE ESTIMATED & NOT GUARANTEED*****

*****MATERIAL PRICES MAY INCREASE DUE TO THE MARKET. PRICE IN EFFECT AT TIME OF ORDER.*****



QUOTATION

THIS IS NOT AN INVOICE

2427 W. BROADWAY STREET
ARDMORE, OK 73401
US
580-226-0400

Order Number	
11928904	
Order Date	Page
4/19/2024	1 of 2
Customer ID	
176348	

Quote Expires On: 05/19/2024

****Please reference this quote number when placing your order.****

ALL ITEMS SUBJECT TO PRIOR SALE

Bill To:

CITY OF DURANT F1041
P.O. BOX 578
DURANT, OK 74702
US

(580) 931-6644

Ordered By:

Ship To:

CITY OF DURANT F1041
300 WEST EVERGREEN
DURANT, OK 74701
US

Sales Representative: MSANCHEZ

PO Number		Terms		Ship Route		Carrier	
		NET 30 DAYS					
Ordered	Allocated	Remaining	UOM	Item ID Item Description	Pricing UOM Size	Unit Price	Extended Price





QUOTATION

THIS IS NOT AN INVOICE

2427 W. BROADWAY STREET
ARDMORE, OK 73401
US
580-226-0400

Order Number	
11928904	
Order Date	Page
4/19/2024	2 of 2
Customer ID	
176348	

Quote Expires On: 05/19/2024

****Please reference this quote number when placing your order.****

ALL ITEMS SUBJECT TO PRIOR SALE

Ordered	Allocated	Remaining	UOM	Item ID Item Description	Pricing UOM Size	Unit Price	Extended Price
---------	-----------	-----------	-----	-----------------------------	------------------------	---------------	-------------------

Order Note: [1/9/2024 14:38:35 - msanchez]

Danfoss FC202 AQUA Drive 450HP/460V, includes startup and ground freight.

This quote does not include installation. Estimated lead time from Danfoss about 20 business days to build.

Startup must be scheduled in advance and performed during normal business hours, all units must be installed, wired and ready to run under load at full speed when we arrive on site, any wasted trips, standby time, etc. will be billed at our standard rates according to our rate sheet.

Building automation technician may need to be present at startup for clarification of automation signals and communication protocols.

This quote is for regular working hours, any overtime, premium time, or holiday time is at additional cost.

1.00	0.00	1.00	EA	FC202 AQUA DRIVE Danfoss 450HP drive includes startup	EA 1.0	41,523.7500	41,523.75
------	------	------	----	--	-----------	-------------	-----------

Total Lines: 1

SUB-TOTAL: 41,523.75

TAX: 0.00

AMOUNT DUE: 41,523.75

U.S. Dollars





The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Pam Polk, City Manager
Re: Consideration, Discussion, and Possible Approval of Consent Order Between the Durant City Utilities Authority and the Department of Environmental Quality, Case No. 24-087

Council Information / Action Requested

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

ATTACHMENTS: