

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 necessary accommodation.

DURANT CITY UTILITIES AUTHORITY

6:00 PM

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

June 11, 2024

AGENDA

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 Special Called Meeting Minutes of May 13, 2024
- b. Consider Approval of Regular Meeting Minutes of May 14, 2024

2. Consider Items Removed from Consent

3. Information Items

4. Administration

- a. Consideration, Discussion and Possible Approval to Replace the Clarifier Center Drive for the Amount of \$82,760.00, at the Waste Water treatment Plant
- b. Consider Approval of Filing of Durant City Utility Authority FY 2024-2025 Financial Plan with Durant City Council as Beneficiary

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 4:18 p.m. on the 7th day of June 2024.

A handwritten signature in cursive script, reading "Cynthia J. Price".

Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 6/11/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of May 13, 2024

Council Information / Action Requested

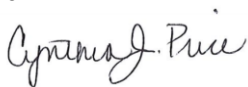
Approval of Special Called Meeting Minutes of May 13, 2024

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

ATTACHMENTS:

1. Special Called Durant City Utilities Authority Minutes 05132024 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 7th day of May 2024 and that an agenda of said meeting was posted at the place of such meeting at 8:35 a.m. on the 10th day of May 2024.



Cynthia J. Price, City of Durant

**MINUTES OF THE SPECIAL CALLED MEETING OF
DURANT DEVELOPMENT AUTHORITY**

May 13, 2024 AT 12:00 PM

Durant City Hall

Large Conference Room

300 West Evergreen

Durant, Oklahoma

CALL TO ORDER

Vice Chairman Simulescu called the meeting to order at 12:19 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

*Denotes partial attendance

ORDER OF BUSINESS

1. Administration

- a. Budget Workshop to Include Presentations and Discussion on the Preliminary FY 2024-2025 Budget

Martin Tucker entered the meeting at 12:32 p.m..

No action taken.

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: 6/11/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of May 14, 2024

Council Information / Action Requested

Approval of Regular Meeting Minutes of May 14, 2024

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

ATTACHMENTS:

1. Durant City Utilities Authority Minutes 05142024 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 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

**MINUTES OF THE MEETING OF DURANT CITY UTILITIES AUTHORITY
May 14, 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 6:43 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 April 9, 2024

Motion To: Consider Approval of Consent Item as Presented

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

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

Motion To: Approve Quote from Automatic Engineering for Variable Frequency Drive at High Service Pump Station #4 in the Amount of \$55,000.00

Motion By: Lauran Fuller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- 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

Motion To: Approve Consent Order Between the Durant City Utilities Authority and the Department of Environmental Quality, Case No. 24-087

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

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: 6/11/2024
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: 6/11/2024
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: 6/11/2024
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Consideration, Discussion and Possible Approval to Replace the Clarifier Center Drive for the Amount of \$82,760.00, at the Waste Water treatment Plant

The center drive went out at the Waste Water Treatment Plant. This is a vital piece of equipment for the daily operation of the Treatment Plant. Ei2 is the only company that would give us a quote that included installation. This clarifier was to be included in the scope of the plant rebuild that we are planning for in the near future. We spoke with OWRB, and we are able to use the money that we borrowed to fix the clarifier since it was in the scope of the rebuild.

Council Information / Action Requested

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

ATTACHMENTS:

1. Ei2 Quotation (4)
2. Clarifier (5)



Phone (405) 562 5436 Fax (405) 757 2347
755 W. Covell, Suite 170, Edmond, OK 73003

QUOTATION

TO: Durant WWTP

DATE: 5/23/2024

PAGES: 1

ATTN: Jody Bush

MAKE P.O. ORDER

TO: Environmental
Improvements inc.

REF: Clarifier Top Drive/Motor
Replacement

TERMS:

BY: Eric Cantrell
(405) 888-0453
ecantrell@ei2water.com

DELIVERY: 6-8 Weeks

ENGINEER: None

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF
THE MANUFACTURER'S CONDITIONS AND FINAL ACCEPTANCE BY THE MANUFACTURER

QTY	DESCRIPTION	NET COST EACH	EXTENDED COST
1	WALKER N16 SPUR GEAR DRIVE ASSEMBLY CONSISTING OF: - N16 INTERMEDIATE WORM GEAR DRIVE ASSEMBLY - PRIMARY REDUCER/MOTOR - TORQUE INDICATOR OVERLOAD BOX ASSEMBLY - TORQUE INDICATOR OVERLOAD BOX ALARM & SHUTDOWN SWITCHES WILL BE CALIBRATED AT TIME OF ASSEMBLY IN WALKER PROCESS SHOP TO THE SPECIFIED TORQUE SETTINGS AS ORIGINALLY SUPPLIED DRIVE WILL BE FINISHED PAINTED MACHINERY GRAY Freight Included	\$82,760.00	\$82,760.00
1	Labor: Removal And Installation of Walker Top Drive/Motor ***** This quote does NOT include oil for top drive *****		
	Note: This does not guarantee the bottom gear is operable.		
	TOTAL		\$82,760.00

Please Note Pricing is Valid for Thirty- (30) Days from the date of quotation.

Should you have any questions, comments, or need further information please feel free to contact me.

Respectfully, *Eric Cantrell*

04-30-2024

QUOTE

CONTRACT#: 25855
P20551

WALKER PROCESS EQUIPMENT
A DIVISION OF MCNISH CORPORATION
840 N RUSSELL AVE
AURORA, ILLINOIS 60506
PHONE: (630) 892-7921
FAX: (630) 892-7951
Mike Fowler
(630) 264-5241
mfowler@walker-process.com

CUSTOMER: SPIKE ENTERPRISE INC.
200 SOUTH JERNIGEN BOULEVARD
OKLAHOMA CITY, OK 73128

CONTACT: DAVID ROBERSON
PHONE: 903-392-5683

JOB NAME: DURANT MWWT
DURANT, OK

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	SHIPMENT
1	WALKER PROCESS RECOMMENDED REBUILD PARTS FOR EXISTING S42N16 SPUR GEAR DRIVE ASSEMBLY – CONSISTING OF: MK 3-5, 6, & 7 – HORIZONTAL & VERTICAL RACES MK 3-8 – FINAL DRIVE BALL BEARINGS MK 3-9, 15, & 16 – DUST SEALS & DUST SEAL RETAINER MK 3-54 – HOUSING COVER FLOOR PLATE MK 3-55 – PINION MK 3-56 – LOWER PINION BEARING MK 3-62 – BEARING RETAINER SHIM SET MK 3-63 – UPPER PINION OIL SEAL MK 3-64 – UPPER PINION BEARING MK 3-67 – WORM GEAR HUB SHIM SET MK 3-68 – WORM GEAR MK 3-74 – WORM SHAFT MK 3-75 – WORM SHAFT BEARING MK 3-77 – WORM SHAFT OIL SEAL MK 3-78 – BEARING CAP GASKET MK 3-80 – WORM SHAFT BEARING MK 3-90 – OVERLOAD CAP GASKET MK 3-91 – OVERLOAD CAP SHIM SET MK 3-118 – PRIMARY REDUCER/MOTOR MK 3-120 – DRIVE SPROCKET MK 3-123 – DRIVEN SPROCKET MK 3-126 – DRIVE CHAIN MK 7A – TORQUE INDICATOR OVERLOAD BOX	25,500.00	25,500.00	2-3 WK ARO

Net 30 Days after Shipment

\$25,500.00

Note:

Prices are firm for thirty (30) days from this quotation. All prices quoted are based on buyers acceptance to the companies standard terms of sales, and/or additional terms on this quotation. Printed copies can be mailed upon written request. The prices quoted are subject to adjustment to reflect changes in the cost of material (A) and other items (B) to Walker Process Division of McNish Corporation that occur between quotation time and time materials are purchased as measured by:

A. The appropriate material indices, such as North American Carbon Steel Price Index.

B. Price revisions for items not manufactured by Walker Process, Division of McNish Corporation

Taxes: Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.

SIGNED: _____

DATE: _____

Delivery Terms

F.O.B. Aurora, IL or point of shipment with freight prepaid and added to the invoice.

Payment Terms

Net 30 Days of Order

Minimum Order

\$50.00

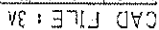
NOTE: Walker Process Equipment accepts credit card payments for order not exceeding \$9,000.00.

Credit Card Orders are subject to a 3% credit card fee. Walker Process Equipment must be advised at the time of placing the order that payment will be made by a credit card.

When ordering parts, please refer to Contract Number: **P20551** and Quote No. **25855**

BY: **Mike Fowler** - (630) 264-5241

REPAIR SALES

[illegible]

LIMITED PARTS WARRANTY

Walker Process, a division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship upon shipment. Seller's obligation under this Limited Parts Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety days (90) days after expiration of the Warranty Period. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Limited Parts Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller makes no warranties, expressed or implied, as to the performance of the existing equipment after installation of the Goods. Seller shall not be liable under this Limited Parts Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Limited Parts Warranty.

04-30-2024

QUOTE

CONTRACT#: 25856
P20551

WALKER PROCESS EQUIPMENT
A DIVISION OF MCNISH CORPORATION
840 N RUSSELL AVE
AURORA, ILLINOIS 60506
PHONE: (630) 892-7921
FAX: (630) 892-7951
Mike Fowler
(630) 264-5241
mfowler@walker-process.com

CUSTOMER: SPIKE ENTERPRISE INC.
200 SOUTH JERNIGEN BOULEVARD
OKLAHOMA CITY, OK 73128

CONTACT: DAVID ROBERSON
PHONE: 903-392-5683

JOB NAME: DURANT MWWT
DURANT, OK

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	SHIPMENT
1	WALKER PROCESS S42N16 SPUR GEAR DRIVE ASSEMBLY COMPLETE - CONSISTING OF: - S42N FINAL SPUR GEAR DRIVE ASSEMBLY - N16 INTERMEDIATE WORM GEAR DRIVE ASSEMBLY - PRIMARY REDUCER/MOTOR - TORQUE INDICATOR OVERLOAD BOX ASSEMBLY - TORQUE INDICATOR OVERLOAD BOX ALARM & SHUTDOWN SWITCHES WILL BE CALIBRATED AT TIME OF ASSEMBLY IN WALKER PROCESS SHOP TO THE SPECIFIED TORQUE SETTINGS AS ORIGINALLY SUPPLIED ON WALKER CONTRACT P20551	62,765.00	62,765.00	**

DRIVE WILL BE FINISHED PAINTED MACHINERY GRAY

FREIGHT TO DURANT, OK INCLUDED IN THE PRICE

** ESTIMATED SHIP SCHEDULE 6-8 WEEKS AFTER RECEIPT OF ORDER

Net 30 Days after Shipment

\$62,765.00

Note:

Prices are firm for thirty (30) days from this quotation. All prices quoted are based on buyers acceptance to the companies standard terms of sales, and/or additional terms on this quotation. Printed copies can be mailed upon written request. The prices quoted are subject to adjustment to reflect changes in the cost of material (A) and other items (B) to Walker Process Division of McNish Corporation that occur between quotation time and time materials are purchased as measured by:
A. The appropriate material indices, such as North American Carbon Steel Price Index.
B. Price revisions for items not manufactured by Walker Process, Division of McNish Corporation

Taxes: Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.

SIGNED: _____ **DATE:** _____

Delivery Terms

F.O.B. Aurora, IL or point of shipment.

Payment Terms

Net 30 Days of Order

Minimum Order

\$50.00

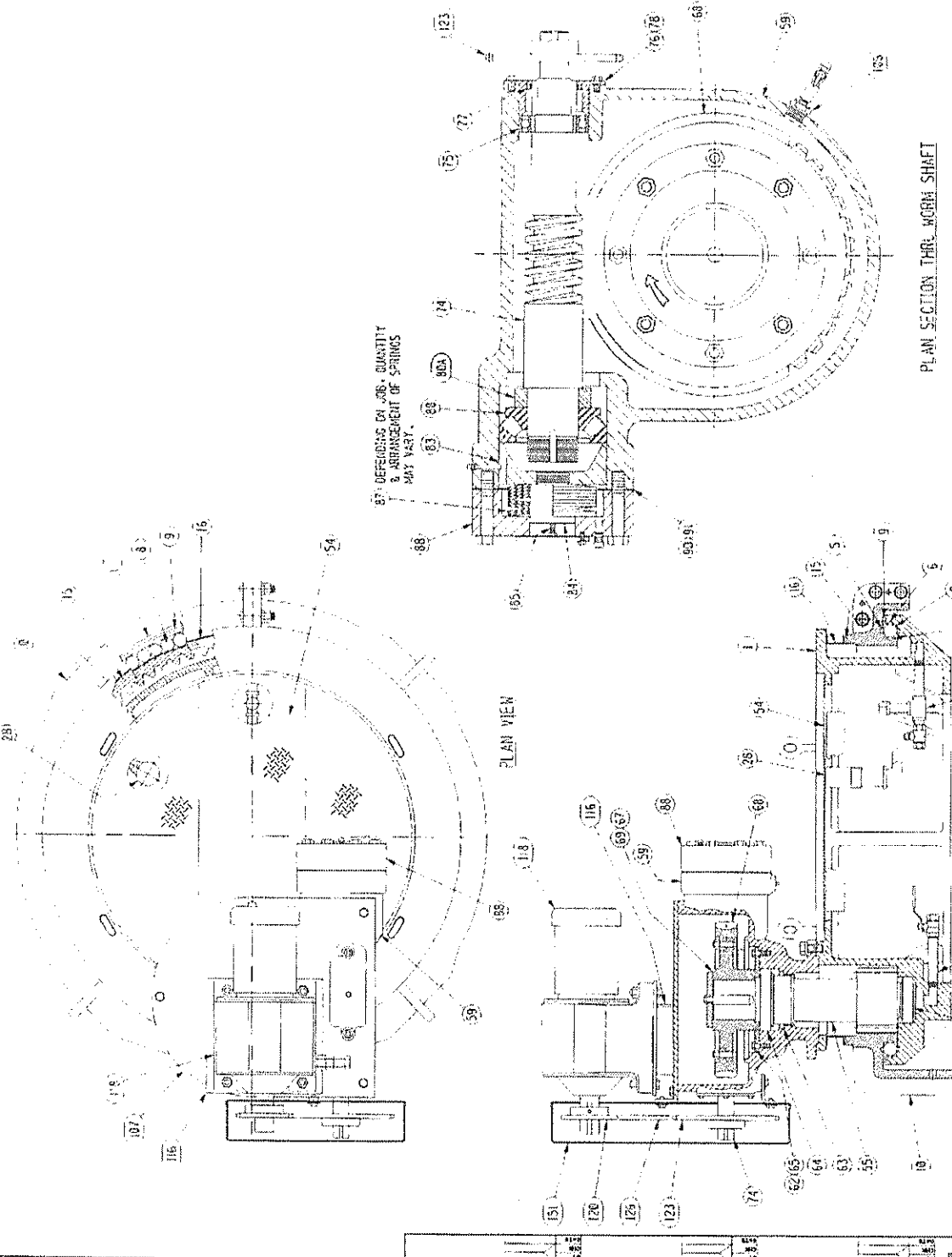
NOTE: Walker Process Equipment accepts credit card payments for order not exceeding \$9,000.00.
Credit Card Orders are subject to a 3% credit card fee. Walker Process Equipment must be advised at the time of placing the order that payment will be made by a credit card.

When ordering parts, please refer to Contract Number: **P20551** and Quote No. **25856**

BY: **Mike Fowler** - (630) 264-5241

REPAIR SALES

ITEM	DESCRIPTION
3-1	3-1/2" DIA. DUCT LUGS
3-2	3-1/2" DIA. DUCT LUGS
3-3	3-1/2" DIA. DUCT LUGS
3-4	3-1/2" DIA. DUCT LUGS
3-5	3-1/2" DIA. DUCT LUGS
3-6	3-1/2" DIA. DUCT LUGS
3-7	3-1/2" DIA. DUCT LUGS
3-8	3-1/2" DIA. DUCT LUGS
3-9	3-1/2" DIA. DUCT LUGS
3-10	3-1/2" DIA. DUCT LUGS
3-11	3-1/2" DIA. DUCT LUGS
3-12	3-1/2" DIA. DUCT LUGS
3-13	3-1/2" DIA. DUCT LUGS
3-14	3-1/2" DIA. DUCT LUGS
3-15	3-1/2" DIA. DUCT LUGS
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3-72	3-1/2" DIA. DUCT LUGS
3-73	3-1/2" DIA. DUCT LUGS
3-74	3-1/2" DIA. DUCT LUGS
3-75	3-1/2" DIA. DUCT LUGS
3-76	3-1/2" DIA. DUCT LUGS
3-77	3-1/2" DIA. DUCT LUGS
3-78	3-1/2" DIA. DUCT LUGS
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3-95	3-1/2" DIA. DUCT LUGS
3-96	3-1/2" DIA. DUCT LUGS
3-97	3-1/2" DIA. DUCT LUGS
3-98	3-1/2" DIA. DUCT LUGS
3-99	3-1/2" DIA. DUCT LUGS
3-100	3-1/2" DIA. DUCT LUGS



PUMP SHOP CONDENSATE & OIL DRAIN LINE		CONDENSATE & OIL DRAIN LINE		SECTIONAL ELEVATION		DRIVE GAGE ATTACHMENT LUG (SHOWN OUT OF POSITION)	
56		7		1		2	
1		2		3		4	
5		6		7		8	
9		10		11		12	
13		14		15		16	
17		18		19		20	
21		22		23		24	
25		26		27		28	
29		30		31		32	
33		34		35		36	
37		38		39		40	
41		42		43		44	
45		46		47		48	
49		50		51		52	
53		54		55		56	
57		58		59		60	
61		62		63		64	
65		66		67		68	
69		70		71		72	
73		74		75		76	
77		78		79		80	
81		82		83		84	
85		86		87		88	
89		90		91		92	
93		94		95		96	
97		98		99		100	
101		102		103		104	
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MECHANICAL WARRANTY

Walker Process Equipment, a division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.

05-06-2024

QUOTE

CONTRACT#: 25871
P20551

WALKER PROCESS EQUIPMENT
A DIVISION OF MCNISH CORPORATION
840 N RUSSELL AVE
AURORA, ILLINOIS 60506
PHONE: (630) 892-7921
FAX: (630) 892-7951
Mike Fowler
(630) 264-5241
mfowler@walker-process.com

CUSTOMER: DURANT, CITY OF
1220 E. DAVIS ROAD
DURANT, OK 74729

CONTACT: KEVIN SHIRLEY
PHONE: 580-924-8613

JOB NAME: DURANT MWWT
DURANT, OK

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	SHIPMENT
1	WALKER PROCESS RECOMMENDED REBUILD PARTS FOR EXISTING S42N16 SPUR GEAR DRIVE ASSEMBLY – CONSISTING OF: MK 3-5, 6, & 7 – HORIZONTAL & VERTICAL RACES MK 3-8 – FINAL DRIVE BALL BEARINGS MK 3-9, 15, & 16 – DUST SEALS & DUST SEAL RETAINER MK 3-54 – HOUSING COVER FLOOR PLATE MK 3-55 – PINION MK 3-56 – LOWER PINION BEARING MK 3-62 – BEARING RETAINER SHIM SET MK 3-63 – UPPER PINION OIL SEAL MK 3-64 – UPPER PINION BEARING MK 3-67 – WORM GEAR HUB SHIM SET MK 3-68 – WORM GEAR MK 3-74 – WORM SHAFT MK 3-75 – WORM SHAFT BEARING MK 3-77 – WORM SHAFT OIL SEAL MK 3-78 – BEARING CAP GASKET MK 3-80 – WORM SHAFT BEARING MK 3-90 – OVERLOAD CAP GASKET MK 3-91 – OVERLOAD CAP SHIM SET MK 3-118 – PRIMARY REDUCER/MOTOR MK 3-120 – DRIVE SPROCKET MK 3-123 – DRIVEN SPROCKET MK 3-126 – DRIVE CHAIN MK 7A – TORQUE INDICATOR OVERLOAD BOX	29,325.00	29,325.00	2-3 WK ARO

Net 30 Days after Shipment

29,325.00

Note:

Prices are firm for thirty (30) days from this quotation. All prices quoted are based on buyers acceptance to the companies standard terms of sales, and/or additional terms on this quotation. Printed copies can be mailed upon written request. The prices quoted are subject to adjustment to reflect changes in the cost of material (A) and other items (B) to Walker Process Division of McNish Corporation that occur between quotation time and time materials are purchased as measured by:

A. The appropriate material indices, such as North American Carbon Steel Price Index.

B. Price revisions for items not manufactured by Walker Process, Division of McNish Corporation

Taxes: Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.

SIGNED: _____

DATE: _____

Delivery Terms

F.O.B. Aurora, IL or point of shipment with freight prepaid and added to the invoice.

Payment Terms

Minimum Order

Net 30 Days of Order

\$50.00

NOTE: Walker Process Equipment accepts credit card payments for order not exceeding \$9,000.00.

Credit Card Orders are subject to a 3% credit card fee. Walker Process Equipment must be advised at the time of placing the order that payment will be made by a credit card.

When ordering parts, please refer to Contract Number: **P20551**

and Quote No. **25871**

BY: **Mike Fowler** - (630) 264-5241

REPAIR SALES

LIMITED PARTS WARRANTY

Walker Process, a division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship upon shipment. Seller's obligation under this Limited Parts Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety days (90) days after expiration of the Warranty Period. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Limited Parts Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller makes no warranties, expressed or implied, as to the performance of the existing equipment after installation of the Goods. Seller shall not be liable under this Limited Parts Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Limited Parts Warranty.

05-06-2024

QUOTE

CONTRACT#: 25870
P20551

WALKER PROCESS EQUIPMENT
A DIVISION OF MCNISH CORPORATION
840 N RUSSELL AVE
AURORA, ILLINOIS 60506
PHONE: (630) 892-7921
FAX: (630) 892-7951
Mike Fowler
(630) 264-5241
mfowler@walker-process.com

CUSTOMER: DURANT, CITY OF
1220 E. DAVIS ROAD
DURANT, OK 74729

CONTACT: KEVIN SHIRLEY
PHONE: 580-924-8613

JOB NAME: DURANT MWWT
DURANT, OK

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	SHIPMENT
1	WALKER PROCESS S42N16 SPUR GEAR DRIVE ASSEMBLY COMPLETE - CONSISTING OF: - S42N FINAL SPUR GEAR DRIVE ASSEMBLY - N16 INTERMEDIATE WORM GEAR DRIVE ASSEMBLY - PRIMARY REDUCER/MOTOR - TORQUE INDICATOR OVERLOAD BOX ASSEMBLY - TORQUE INDICATOR OVERLOAD BOX ALARM & SHUTDOWN SWITCHES WILL BE CALIBRATED AT TIME OF ASSEMBLY IN WALKER PROCESS SHOP TO THE SPECIFIED TORQUE SETTINGS AS ORIGINALLY SUPPLIED ON WALKER CONTRACT P20551	72,179.75	72,179.75	**

DRIVE WILL BE FINISHED PAINTED MACHINERY GRAY

FREIGHT TO DURANT, OK INCLUDED IN THE PRICE

** ESTIMATED SHIP SCHEDULE 6-8 WEEKS AFTER RECEIPT OF ORDER

Net 30 Days after Shipment

72,179.75

Note:

Prices are firm for thirty (30) days from this quotation. All prices quoted are based on buyers acceptance to the companies standard terms of sales, and/or additional terms on this quotation. Printed copies can be mailed upon written request. The prices quoted are subject to adjustment to reflect changes in the cost of material (A) and other items (B) to Walker Process Division of McNish Corporation that occur between quotation time and time materials are purchased as measured by:

- A. The appropriate material indices, such as North American Carbon Steel Price Index.
- B. Price revisions for items not manufactured by Walker Process, Division of McNish Corporation

Taxes: Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.

SIGNED: _____ **DATE:** _____

Delivery Terms

F.O.B. Aurora, IL or point of shipment.

Payment Terms

Net 30 Days of Order

Minimum Order

\$50.00

NOTE: Walker Process Equipment accepts credit card payments for order not exceeding \$9,000.00.

Credit Card Orders are subject to a 3% credit card fee. Walker Process Equipment must be advised at the time of placing the order that payment will be made by a credit card.

When ordering parts, please refer to Contract Number: **P20551** and Quote No. **25870**

BY: Mike Fowler - (630) 264-5241

REPAIR SALES

Page 1 of 1

Page 22 of 27

MECHANICAL WARRANTY

Walker Process Equipment, a division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.



**Dedicated to the
Water and Wastewater
Industry**

Walker Process Equipment

840 North Russell Avenue
Aurora, Illinois 60506-2853

Phone (630) 892-7921

Sales/Admin. Fax - (630) 892-7951

Engineering - Fax - (630) 844-9590

Purchasing - Fax - (630) 892-7998

May 9, 2024

Durant WWTP
1222 Davis Road
Durant, OK 74701

Attn: All Concerned

Re: Sole Source Material

This letter will serve to advise you that the Walker Process Equipment supplied to the Durant WWTP, Durant, OK, under Walker Process Equipment Contract P20551 was engineered, designed and manufactured solely by Walker Process Equipment.

All drawings of our equipment are the sole property of Walker Process Equipment and releasing detailed information is against company policy. We are obligated to our customer to provide competitive quotations for replacement parts. If the owner wishes to substitute replacement parts he must use his abilities in finding correct dimensions and materials that were originally specified by the consulting engineer.

The services/parts are only available from Walker Process Equipment, through our Repair Parts Department and Walker's designated representative for the State of Oklahoma, Hartwell Environmental Corp.

Walker Process Equipment
Division of McNish Corporation

Mike Fowler
Repair Sales
630-264-5241
mfowler@walker-process.com

Kevin Shirley <kshirley@durant.org>
To: Allan Beer <atbeer@hartwellenv.com>

Thu, May 9, 2024 at 10:02 AM

Do these quotes include labor for installation? If not, could you quote me the labor cost?
[Quoted text hidden]

Allan Beer <atbeer@hartwellenv.com>
To: Kevin Shirley <kshirley@durant.org>

Thu, May 9, 2024 at 3:13 PM

Kevin,

The quotes do not include labor for installation, only the equipment. Neither Walker nor Hartwell does installations, you would need to get that pricing from a contractor.

Allan Beer
Hartwell Environmental
Office: 918-299-8555
Cell: 918-704-8299
atbeer@hartwellenv.com



Kevin Shirley <kshirley@durant.org>

Clarifier Repair

2 messages

Kevin Shirley <kshirley@durant.org>

To: Brian Freeman <bfreeman@walker-process.com>

Thu, May 9, 2024 at 7:47 AM

Brian, any progress on a quote to repair our Clarifier?

Mike Fowler <mfowler@walker-process.com>

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

Cc: Brian Freeman <bfreeman@walker-process.com>

Thu, May 9, 2024 at 1:21 PM

Kevin,

Walker repair sent spike engineering and then Hartwell Envirimental the quote for the drive and quote for the parts needed to rebuild the drive.

Now that Allen Beer from Hartwell is involved, Hartwell is Walker's representative he will be giving you the quotes and provide you a sole source letter.

Any questions please let me know.

Mike Fowler

Walker Repair Sales

Div. of McNish Corp.

630-264-5241

From: Brian Freeman <bfreeman@walker-process.com>**Sent:** Thursday, May 9, 2024 1:02 PM**To:** Mike Fowler <mfowler@walker-process.com>**Subject:** FW: Clarifier Repair

Brian Freeman

Memorandum

Date: May 20, 2024

To: Durant City Utilities Authority

From: Pamela J. Polk, City Manager

Re: Consider Approval of filing Durant City Utility Authority FY 2024-2025 Financial Plan with Durant City council as Beneficiary

Public trusts created pursuant to Title 60 of the Oklahoma State Statutes shall file annually, with their respective beneficiaries, a financial plan or budget. Public trust fund budgets are not required by the Municipal Budget Act and are not considered legally adopted, appropriated budgets (merely financial plans).

Durant City Utilities Authority Fund:	FY 22/23 Actual	FY 23/24 Budget	FY 23/24 Projection	FY 24/25 Budget
Revenue Summary:				
Balance Forward	0	80,390	0	0
Licenses & Permits	3,533	9,000	11,868	10,000
Charges for Services	12,097,098	13,557,000	12,000,000	14,447,300
Miscellaneous Revenues	705,808	1,336,176	1,429,946	883,379
Total Revenues	12,806,439	14,982,566	13,441,814	15,340,679
Expenditure Summary:				
Public Works Administration	366,969	256,790	218,187	498,084
Utility Billing	500,570	618,025	541,866	701,177
Water/Sewer Line Maintenance	946,147	1,193,673	1,050,809	1,500,688
Water Treatment Plant	1,365,203	1,933,338	1,283,558	1,645,590
Wastewater Treatment Plant	1,151,404	1,412,711	1,120,036	1,268,393
Solid Waste Collection	1,084,325	1,305,924	1,116,220	1,403,074
Utility General Administration	5,673,297	6,013,890	4,949,000	6,362,981
Lake Durant	44,073	68,550	55,286	51,300
Solid Waste Disposal	1,903,025	2,179,665	1,921,377	1,900,393
Economic Development Transfer	0	0	0	0
Total Expenditures	13,035,012	14,982,566	12,256,339	15,340,679

Council Information / Action Requested

- It is requested and required that you file your financial plan for FY 2024-2025 with Durant City Council as Beneficiary

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

- Treasurer's Office: Install FY 24-25 DCUA Financial Plan